

# WADDI HOUSING AND ADVANCEMENT CORPORATION LTD

## HOUSING & TENANCY MANAGEMENT POLICIES

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**Chairperson Signature:** *M. Williams*.....  
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24 <sup>th</sup> October 2012	8 <sup>th</sup> March 2022	To update Housing Policy to comply and align with National and State Social Housing Regulations and Standards. To provide members and tenants with a housing policy that aligns with the Waddi Housing and Advancement Corporation Ltd Memorandum and Articles of Association 1976.	

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## **ASSOCIATED POLICIES AND MANUALS**

1. Aboriginal and Torres Strait Islander Identity Policy
2. Appeals and Complaints Policy
3. Bullying and Harassment Policy
4. Board Code of Conduct
5. Board Confidentiality Policy
6. Board Succession and Mentoring Policy
7. Code of Conduct for Staff, Volunteers and Contractors
8. Conflict of Interest Policy
9. Delegations Policy and Schedule
10. Digital and Social Media Policy
11. Drugs and Alcohol Policy
12. Engagement of Contractors Policy
13. Ethical Policy – Fraud and Corruption
14. Financial Management Policies
15. Governance Policy
16. Governance, Risk and Compliance Manual
17. Health and Safety Policy Statement
18. Human Resources Policy
19. Risk Management Policy
20. Sexual Harassment Policy
21. Workplace Injury management and Return to Work Policy Statement
22. Whistleblower Policy

## **ASSOCIATED ACTS AND LEGISLATION**

1. Waddi Housing and Advancement Corporation Ltd Act of Memorandum  
(Available on request or at [www.waddihousing.com.au](http://www.waddihousing.com.au))
2. Residential Tenancy Act 2010.  
Web Link: <https://legislation.nsw.gov.au/view/html/inforce/current/act-2010-042>  
Available at the Waddi Admin and Finance office.
3. Privacy and Personal Information and Protection Act 1998 (NSW)  
Web Link: <https://legislation.nsw.gov.au/view/html/inforce/current/act-1998-133>  
Available at the Waddi Admin and Finance office.
4. Public Governance, Performance and Accountability Act 2013  
Web Link: <https://www.legislation.gov.au/Details/C2017C00269>  
Available at the Waddi Admin and Finance office.



## Acknowledgement of Country

The Waddi Housing and Advancement Corporation acknowledges the Wiradjuri people as the traditional custodians of the land that we conduct our business and pay our respect to the Wiradjuri Elders both past, and present and to our emerging Elders.

## Acknowledgement of Past and Present Elders

The Waddi Housing and Advancement Corporation acknowledges the many years of dedicated work by local Wiradjuri Elders to establish an affordable housing organisation for the Aboriginal Families of Darlington Point.

## History and Present

The organisation commenced in 1976 led by a team of strong Wiradjuri who identified the need for affordable housing in the local Aboriginal Community of Darlington Point.

The work of these dedicated continues today through a Board of Directors nominated and elected by the members of the organisation.

The aim of the current Board is to expand the delivery of its service to meet the growing demand for young people and families now seeking housing in the community.

The Board is working extremely hard to seek funding to enhance the well-being of tenants through providing social, emotional, and physical programs to build capacity of tenants.

## Waddi Housing and Advancement Corporation Today

Waddi Housing and Advancement Corporation Ltd (WHAC) provides culturally appropriate community, social and housing support services with Darlington Point, NSW. (Population Est 1145).

The Corporation maintains 21 housing properties that house local Aboriginal and Indigenous families.

### **As a Not For Profit organisation the objectives of the Waddi Housing and Advancement Corporation Ltd are to provide:**

- Housing Opportunities.
- Access to community services including medical, cultural and education.
- Education and enhancement of the local culture within the community.

## Our goal is to enhance and build local culture and pride.

## **Mission**

The Waddi Housing and Advancement Corporation seeks to deliver an affordable, sustainable, and environmentally safe social housing service to enhance the wellbeing of the Aboriginal and Torres Strait Islander community.

## **Values**

### **Who we are and what we represent:**

- Culture- understanding, awareness, and respect.
- Justice- Fairness, equality, human rights, and respect.
- Sustainability- environmentally safe, affordable, social housing.
- Community- Build strong State and Local partnerships to promote health, education pathways and land and culture protection.
- Accountability- transparency, approachable, and responsible.

## **SECTION 1 – HOUSING AND TENANCY POLICY FRAMEWORK**

### **Introduction**

The main aim of the Housing and Tenancy Management Policy manual is to ensure The **WADDI HOUSING and Advancement Corp. Ltd** (herein referred to as **'WHAACL'**):

- Embeds a strong policy foundation and implements good practice measures to ensure fairness and transparency of the management of housing services for its tenants;
- Delivers culturally appropriate and cost effective housing and tenancy management;
- Maintains its housing stock to a high standard through good asset management practices and financial planning for future generations;
- Maintains the National Register of Social Community Housing (NRSCH) standards and requirements and be deemed a registered provider.

### **Good Governance Practices**

To maintain a high standard of delivery of its housing and tenancy management policies and ensure the long-term financial viability the **'WHAACL'** has implemented key good governance practices and strategies including:

- Lease and bond Agreements, tenant consultation, housing inspection, record keeping, rental finance management, legal representation with Tribunals and maintenance work order management through Nutrien Harcourt Griffith Property Management Real Estate team. This enables a third party to manage without conflict of interest and report monthly to the **'WHAACL'** Board of Directors.
- Approve succession tenancy and mutual exchange application.
- Approve notice of termination of tenants.
- Address applicants and/or tenants appeals and complaint requests.
- Employ a Governance, Finance and Compliance Co-Ordinator (GFC Co-Ordinator) to liaise with Auditors, Accountants, Legislative bodies, funding bodies, Directors and Members and report on finance and asset management.
- Conduct annual reviews of contractors, tenant feedback, complaints/appeals, and support services.
- Ensure Staff/Contractor/Volunteer Confidentiality Agreements are delegated, explained and signed.

### **Board Directors and Tenant Behaviour**

- Under no circumstances is a Board member or staff to approach a Tenant about WHAACL business on a residential property or outside of a WHAACL public meeting or WHAACL office meeting. Instant director dismissal from the Board will be considered by the WHAACL Board, if a report of a director abusing or threatening a staff member or tenant is received.
- Under no circumstances is a tenant to approach a Board member or staff about WHAACL business on a residential property or outside of a WHAACL public meeting or WHAACL office meeting.
- Instant Tenancy lease termination will be considered by the WHAACL Board, if a report of a Tenant abusing or threatening a staff member or director is received.
- Any tenant, staff, or director issues must be tabled in writing under **'General Business'** at a General monthly meeting in a public place.

## **The Board has the following responsibilities:**

- Approve the current housing waiting list
- Abide by the Governance Policies and Manual
- Approve succession tenancy and mutual exchange application
- Approve notice of termination of tenants
- Address applicants and/or tenants appeals and complaint requests
- Delegate day to day property management decisions to the GFC Co-ordinator to ensure decisions and activities are undertaken.
- Conduct annual reviews of contractors, tenant feedback, complaints/appeals, and support services

The Board will undertake annual evaluation of its tenancy feedback, support services, applicant and tenancy complaints, contractors and managing agents, to continually review its housing operations, improve practice and focus on positive outcomes for Aboriginal people. The Board will provide a report of these evaluations within its annual report.

## **Working with a Managing Agent**

The **'WHAACL'** utilises the services of a managing agent (Nutrien Harcourt Griffith Real Estate) and will need to ensure the following selection criteria must be met:

- is sensitive to cultural issues.
- has demonstrated capacity to work with Aboriginal people in the local area;
- understands the difference between providing social housing and housing for profit;
- understands Aboriginal people's experiences in the mainstream housing market;
- can offer value for money;
- is willing for all staff to undertake cultural awareness training.
- understands and acknowledges the roles and responsibilities between the **'WHAACL'** and managing agent;
- provides appropriate reporting on rental and repairs and maintenance for the Board; and
- agrees to the conditions of the management agreement and review on a regular basis.

## **Drugs and alcohol Policy**

### **Introduction**

The Organisation is committed to ensuring the health, safety and welfare of all workers and to prevent and reduce harm associated with people being impaired by drugs or alcohol at work.

The misuse of drugs or alcohol by workers can affect their health or safety and that of other workers and members of the general public as well as having adverse effects on work performance, behaviour or attendance at the workplace.

This policy applies to all Directors, staff, Tenants and Contractors.

### Organisation's responsibilities

Where a Chairperson/Director/Co-Ordinator or member suspects or is informed that a worker may be unfit to perform their duties due to drug or alcohol misuse, it is management's responsibility to assess the risk and take appropriate action. This may include:

- directing any worker reasonably suspected of being under the influence of drugs or alcohol to immediately cease work and move away from the work area
- directing any such workers to a medical practitioner nominated by the Organisation for the purpose of undergoing testing to confirm whether the worker is in fact under the influence of drugs or alcohol
- arranging for on-site testing for workers accused of being under the influence of drugs and alcohol
- arranging for transport home for any worker suspected of being under the influence of drugs or alcohol
- counselling for those who are found to be in breach of these guidelines, and
- authorising appropriate assistance for a worker whose performance is affected by drugs and/or alcohol.

Where the worker is deemed to be unfit for work due to the misuse of drugs or alcohol, he or she will usually be required to take leave without pay. In addition, disciplinary action may be taken against the affected worker.

### Responsibilities

Directors/employees/tenants/third party contractors are responsible for:

- ensuring they are fit for duty at all times while working
- ensuring they are not under the influence of alcohol, drugs or medication of any kind where doing so could adversely affect their ability to perform their duties safely or efficiently
- complying with statutory limits for blood alcohol and drug content while driving any motor vehicle in or in connection with the performance of their duties
- complying with statutory limits for blood alcohol and drug content while operating any machinery in or in connection with the performance of their duties
- questioning their doctor or pharmacist as to the potential effects or side effects when using any prescription or over-the-counter medication, and whether they are still able to perform their job safely (including driving, where applicable)
- notifying management when using any prescription or over-the-counter medication that may impair their ability to safely and effectively perform their job
- ensuring they do not use, possess or distribute any alcohol, drugs or medication of any kind while at work, nor use the Organisation's resources to do so at any time

- notifying management if they suspect another worker or visitor to be adversely affected by alcohol, drugs or medication of any kind, and
- complying with any reasonable request by management, or an authorised tester, to undergo testing and participate in rehabilitation programs in accordance with the Organisation's Policy.

#### Medication

Workers who are using prescription or over-the-counter drugs that may impair their ability to safely and effectively perform their job must notify management immediately.

Where a worker is taking prescribed or over the counter medication, they must question their doctor or pharmacist in regard to the effect, or side-effect, if any, that their medication(s) may have on their ability to perform work safely and efficiently, and their ability to drive (where relevant).

#### Driving of a motor vehicle

In addition to obeying the applicable road rules, workers must observe statutory limits for blood alcohol and/or drug content while driving:

- any company vehicle
- to or from work, or
- in the course, or discharge, of their duties.

#### Interaction with client policies

As well as complying with this policy, workers who are working on client premises must also comply with any site-specific drug or alcohol policy implemented by the client or at the place where they are working.

If a Director/employee/tenant or third party contractor in this situation has any doubt about how to comply with both policies, or if the policies are inconsistent, the Director/employee/tenant or third party contractor should contact management for clarification as soon as possible. In the interim, the Director/employee/tenant or third-party contractor should refrain from any conduct which is likely to breach either of the policies.

In the event that a Director. Employee or tenant is in breach of this policy a Board review meeting of the breach will be conducted and the outcome of the employment or lease will be determined by the Board.

In the event that a Third Party Representative is in breach of the policy, their services will be dismissed instantly and reported to appropriate authorities.

## SECTION 2 - ACCESS TO HOUSING

### Applying for housing

‘WHAACL’ has sound and unbiased policies and procedures that will ensure that housing is allocated in a fair, equitable and consistent process for eligible applicants.

Should there be a dispute regarding the allocation process, the provider may lodge an appeal in accordance with Section Six: Appeals and Complaints of this Policy.

Applications must be received at the office, in person, mail, fax or email. The housing application will be signed and date stamped on receipt. This will form the priority date for the applicant. *Refer to Appendix A for a copy of the Housing Application Form.*

All housing applications will be assessed by the WHAACL Board of Directors and signed off by the Chairperson. Housing applications are reviewed monthly at the WHAACL monthly general meeting. Once the Chairperson and Board of Directors deems that it is necessary to review the application to be considered on the Housing Register, the applicant will be required to provide a Certificate of Aboriginality and a paid membership receipt.

All housing applications are kept in a paper and electronic file for 7 years.

If an application is declined, that applicant’s details will be kept on file for seven (7) years and a letter will be issued. Applicants have the right to appeal the decision regarding their application. Refer to Section Six: Appeals and Complaints.

### Eligibility

The Board will review the eligibility of the proposed applicant.

To be considered eligible applicants must meet the following criteria.

- Aboriginal or Torres Strait Islander Confirmation
  - Current housing status
  - Membership
- **Aboriginal or Torres Strait Islander Confirmation**  
It is a requirement that the applicant provide proof of Aboriginal or Torres Strait Islander Confirmation. If they are applicable, they can apply through WHAACL. *Refer to Appendix Q.*

The confirmation of Aboriginal people can **only** be confirmed by Aboriginal Organisations. If required, the confirmation of Torres Strait Islander people can **only** be confirmed by Torres Strait Islander Organisations.

- **Current Housing Status and Eligibility**

The applicant must be a current member or apply for membership of WHAACL to have their Housing application reviewed.

The applicant must be of Aboriginal or Torres Strait Islander descent and provide proof of identity.

As a rule, applicants or household members who **own** or are buying their own home are **ineligible** for housing under the WHAACL. However, if the applicant is not able to live in their current accommodation for reasons such as family breakdown, and the monetary value of the dwelling cannot be obtained as a direct result, the applicant may be considered for housing under WHAACL.

For example, if a relationship has broken down and “partner 1” remains in the house with the children of the relationship and “partner 2” cannot reside in the dwelling, then “partner 2” **may be** considered for housing under WHAACL on application.

*NB: The above will be assessed on a case by case basis if the applicant is not able to live in their current accommodation for reasons such as family breakdown and where the monetary value of the dwelling cannot be realised as a result, the applicant may be considered.*

Applicants who are found to have been housed previously and left with a ‘debt’ or ‘arrears’ of any sort with **‘WHAACL’** or other social housing provider, will remain ineligible to be housed until the social housing providers’ policy regarding former debt and/or arrears has been adhered to such as making repayments of any former debts/arrears to the social housing provider or the debt or arrears is completely repaid.

**NOTE – No Exceptions**

*Applicants who **deliberately and/or knowingly** make or provide any misleading information will be removed from the Housing Register list*

## Housing Minors

No applicant under 18 years of age will be considered for housing .

## Allocation Procedures

The **‘WHAACL’** will ensure that it maintains a transparent allocation process that is fair, just and equitable. The Finance and Governance Co-Ordinator will maintain the Housing Register to ensure it’s updated, accurate and in date order. The Housing Register will also include applications information relating to High Priority Needs.

## Housing Register

The **‘WHAACL’** will maintain a register of applicants to be housed. The Housing Register should include all applicant details in date order as listed below:

- The date of the application;
- Household complement/members;
- The dates of birth of applicants and all household members;
- Age and sex of all household members;
- Bedroom category;
- Any special needs or cultural requirement which directly affects the design of the house – e.g. modifications as a result of special needs;
- Any medical conditions - these should include what kind of medical condition, and whether it is long term or short term. A General Practitioner Letter confirming the medical condition must be provided.
- Location requirements;
- Employment status
- Rental history to be provided for all applicants (if applicable)
- Current housing circumstances including the owner of their current residence and the reason for their housing need. (A current rent receipt needs to be provided.)

## Housing Register Review

The housing register will be prioritised in date order and include the following information:

- Date of application;
- Name of applicant and household members;
- Date of birth, age and sex of applicant and household members
- Bedroom category
- Rental history to be provided (if applicable)
- Current housing circumstances
- Board Approval date

The register must not change in order but new applicants will be added to the end of the list. The register may be reduced in situations when applicants:

- Are no longer requiring housing assistance;
- Let their membership expire;
- Have been adequately housed;
- Have requested (in writing) to be removed; and/or
- Have passed away (children of the deceased applicant have the option to take the place of their parent on the housing register);
- Cannot be contacted by any staff or Board member;
- Carers and other non-related members to the deceased are not eligible for tenancy continuation

The applicant will be forwarded an application form every twelve (12) months to the last provided address. If no updated application is received within 21 days of the date of the letter the applicant will be deemed as no longer requiring housing and removed from the register.

The Housing Register will be reviewed every month by the Board and approved at a Board meeting. The changes to the Housing Register and Proposed High Priority Need Applicants must be endorsed at a legally constituted meeting.

### High Priority Needs

Through the application profile assessment process, the 'WHAACL' may identify applicants with high priority needs which may be a range of circumstances that could place the applicant (or family unit) at an increased risk of harm or adversity. High priority needs could include circumstances such as family violence or serious health problems that may escalate without urgent suitable housing. Any request must be substantiated with written supporting documentation.

### Acceptable Documentation for High Priority Needs

An applicant who is to be considered for High Priority Needs accommodation must provide one or more of the following documents:

- Police reports
- Current Apprehended Violence Order (protecting the applicant)
- Report or letter from a specialist, health care worker such as a community nurse, occupational therapist or physiotherapist, a psychiatrist or mental health worker, support organisation such as Home care, aged care assessment team
- Reports/ letters from an advocate, social worker or community support agency such as an Aboriginal Community Controlled organisation, a refuge, or Community Centre.



## Allocation

Where a property becomes available the Board will:

- Ensure that preference is given to the next suitable applicant as per the Housing Register; and
- Confirm that the house in question suits the needs of the applicant

Once approved, the property will be offered to the applicant at the top of the relevant list.

- Applicants will be notified of an offer in writing. If a response is not received within 14 days of the offer, the applicant is deemed to have refused the offer.
- Applicants will have only one (1) offer. Applicants who refuse an offer will need to put the reason in writing. They will be taken off the list if they do not require accommodation or put to the bottom of the list if they refused the property, however, would like another one. If they refuse a property and deem it unsuitable due to disability or health reasons they will remain on top of the list. This must be supported by specialist medical documentation.
- If an applicant has a previous debt for non-payment of rent or damages they may not be considered for future housing or maybe required to enter into special conditions under the Residential Tenancy Agreement

## Suitable/appropriate Housing Type

As part of the allocation process **'WHAACL'** will ensure that the applicants are matched to dwellings that are appropriate to their needs and where possible, their preferences. **'WHAACL'** will carefully consider the individual characteristics of applicants, their needs and preferences to the type of particular dwellings in matching the housing needs for a successful allocation.

**'WHAACL'** will allocate dwellings that are appropriate to the household size. This means that households will not be allocated dwellings where more than one (1) extra or spare bedroom is unoccupied. In circumstances where there is unavailability of suitable/ required properties available, the applicant may be allocated a larger dwelling. This exception would require documentation to support such claims.

To ensure that availability is maximised, **'WHAACL'** will only make one offer to each applicant before their application is placed at the bottom of the waiting list unless an exception is warranted due to health or disability reasons.

The following table outlines the bedroom category

Couples	1 room
1 or 2 Adults + single adult or dependant over 13 years	2 rooms
1 or 2 Adults + 2 children of the same sex under 13 years	2 rooms
1 or 2 Adults + 2 children of the opposite sex if both under 7 years	2 rooms
1 or 2 Adults + 2 children of the opposite sex if both over 7 years	3 rooms

The Chairperson will recommend to the Board applicant/s from the Housing Register or High Priority Need Register that are eligible under the bedroom category and in relation to the relevant waiting list.

## **Confidentiality**

Employees and/or Board members must not use confidential information gained as part of their duties and insure their knowledge, skills and competencies suffice to discharge their responsibilities.

All applicants will be treated with the strictest of confidence and the organisation will adhere to the *Privacy and Personal Information and Protection Act 1998 (NSW)*

Particular care is required when discussing or dealing with any matters that the Board has resolved. All employees and Board members must ensure to adhere to the Code of Conduct, Conflict of Interest and Confidentiality policies of the organisations.

*Refer to Board Code of Conduct, Code of Conduct for Staff, Volunteers, Contractors, Conflict of Interest and Board Confidentiality policies*

## SECTION THREE - TENANCY MANAGEMENT

### Starting a Tenancy

The applicant will be contacted in writing and made a formal offer of the available property.

The successful applicant will be requested to view the property.

If the applicant accepts the property, the following will be discussed:

- The date when the tenancy is to start
- The weekly rent payable
- The total amount including 2 weeks rent in advance and bond, to be paid on the day of signing the lease.

If the applicant accepts the property, then action is to start to commence their tenancy.

If the applicant declines the property:

- Their reasons are to be in writing and will be considered by the Board.
- A decision will be made whether the reasons are valid and accepted and if the offer of another property will be made.
- **'WHAACL'** will make one (1) offer to each applicant before their application is placed at the bottom of the waiting list.
- The Board will advise the applicant in writing of the decision within seven (7) days.
- The applicant will be informed of their right to appeal the decision. Refer to Section 6: Appeals and Complaints.

At the commencement of the decision of the tenancy the following will be issued by **'WHAACL'** to the tenant from Waddi Housing and Advancement Corporation Ltd:

- A welcome letter stating that the applicant is successful to apply for housing at a specified property address. This is not a housing application approval letter. This letter will be emailed to the Property Manager at Nutrien Har
- The welcome letter will include procedures to take with setting up a Tenancy application with Nutrien Harcourt Griffith Real Estate. i.e. Who to call to make an appointment, documents to provide, bond that will be required.
- Nutrien Harcourt Griffith Real Estate Property Manager will inform the Waddi Housing and Advancement Corporation Ltd that the Tenant has provided all required documentation and bond money. If this is not received the Tenancy application approval will be cancelled in writing and the property will be offered to another member on the Housing List.
- If approved, the Property Manager from Nutrien Harcourt will commence with bond application and Tenancy Agreement. Once finalised a copy of both will be required to be emailed to the Chairperson and GFC Officer for electronic filing on the Waddi Housing and Advancement Corporation Ltd server.

- Prior to occupying a property, the elected Tenant will be required to meet with the Chairperson or Director and the GFC Officer to receive an induction documentation package. This package will consist of the following:
  - Copy of the Welcome Letter and expectations.
  - Tenants' Rights Factsheets.
  - Emergency Associations Contact Details.
  - Maintenance Reporting Procedures.
  - Property Management and change in circumstance Procedures.
  - WHAAC Housing Policy

### **Third Party Tenancy Management and Tenancy agreement**

- Completed and signed Residential Tenancy Agreement. Two (2) original versions are completed during the lease sign up with the Tenant receiving one (1) version and 'WHAACL' retaining one (1) version.
- Two (2) copies of the Condition Report. One (1) copy is to be returned to the 'WHAACL' within 7 days once the tenant has completed the tenant section.
- Two (2) Set of Keys. One set to be held by the Tenant and one set at the Nutrien Harcourt Griffith Office.
- Rent payment setup and reporting.
- Direct Debit payment details if applicable.
- Copy of the New Tenant Checklist published by NSW Fair Trading
- Housing Guidelines letter *Refer to Appendix B Housing Guidelines Letter*

The Property Manager must create a tenant file containing the following documents:

- Residential Tenancy Agreement;
- Signed photocopy of keys handed to tenant;
- Signed copy of condition Report. (Tenant is then required to return one (1) of their copies to the Housing Officer within 7 days).
- Maintenance reported and work orders.

### **Rental bond**

A bond equal to four (4) weeks rent and be paid by new tenants prior to occupation. If a rental bond is charged, this will be lodged with the Rental Bond Board in accordance with the *Residential Tenancy Act 2010*.

Under no circumstances can a tenant take occupancy before a bond has been lodged, paid and receipted.

## Tenants' responsibilities

Tenants' responsibilities include:

- Adhere to the rental payment as per the Residential Tenancy Agreement and maintain rent to be two (2) weeks in advance at all times
- Not to use the residential premises, or cause or permit the premises to be used, for any illegal purpose
- Not to cause or permit a nuisance
- Not to interfere, or cause or permit interference, with the reasonable peace, comfort or privacy of neighbours
- Not to intentionally or negligently cause or permit any damage to the residential premises
- Not to cause or permit more people to reside in the residential premises than is permitted by the residential tenancy agreement
- To keep the residential premises clean INSIDE and OUTSIDE.
- To notify the Property Manager at Nutrien Harcourt Griffith as soon as practicable of any damage to the residential premises.
- To notify Property Manager at Nutrien Harcourt Griffith 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 the lease agreement if done or omitted by the tenant
- To replace light globes and repair damage that has been self-inflicted or intentionally caused by the Tenant/Tenant guests/household occupants.
- If there are any concerns the tenant would like addressed by the landlord, they must write a letter to the Board to be tabled at a General Meeting. Under no circumstances are they to approach a director or staff at a residential property or in a private/social situation.
- Understanding that **'WHAACL'** or any person authorised in writing by **'WHAACL'** or **"Nutrient Harcourt Griffith"** may enter the residential premises:
  - in an emergency (including entry for the purpose of carrying out urgent repairs);
  - if the NSW Civil and Administrative Tribunal so orders;
  - if there is good reason for the landlord to believe the premises are abandoned;
  - 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;
  - to inspect the premises, if the tenant is given at least seven (7) days written notice (no more than 4 inspections are allowed in any period of 12 months);
  - to carry out, or assess the need for, necessary repairs, and/or work relating to statutory health and safety obligations relating to the residential premises, if the tenant is given at least two (2) days' notice each time;
  - 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 lease agreement);
  - to value to property, if the tenant is given seven (7) days' notice (not more than one valuation is allowed in any period of 12 months) if the tenant agrees.

- Not to alter, remove or add any lock or other security device without reasonable excuse (which includes an emergency, an order of the NSW Civil and Administrative Tribunal, termination of a co-tenancy or an apprehended violence order prohibiting a tenant or occupant from having access) or unless **'WHAACL'** agrees
- To give **'WHAACL'** 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.
- Not to install any fixture or renovate, alter or add to the residential premises without **'WHAACL'** written permission.
- Not to remove, without **'WHAACL'** permission, any fixture attached by the tenant that was paid for by **'WHAACL'** or for which **'WHAACL'** gave the tenant a benefit equivalent to the cost of the fixture.
- To notify **'WHAACL'** of any damage caused by removing any fixture attached by the tenant.
- To repair any damage caused by removing the fixture or compensate **'WHAACL'** for the reasonable cost of the repair.
- Outstanding accounts incurred by tenants(e.g. rental arrears, property damages, removal of furniture and rubbish) **MUST** be paid in full before vacating the leased premises.
- When vacating the premises, to:
  - remove all the tenant's goods from the residential premises
  - 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
  - to leave the residential premises reasonably clean, having regard to the condition at the commencement of the tenancy
  - to remove or arrange for the removal of all rubbish from the residential premises
  - to make sure that all light fittings on the premises have working globes
  - to return to **'WHAACL'** all keys, and other opening devices or similar devices, provided by **'WHAACL'**

Refer to Appendix E for the *NSW Civil Administrative Tribunal (NCAT) Information and Checklist*.

### **Absence from Dwellings and Abandonment of Premises**

A dwelling may be considered to be abandoned if the tenant (who has signed the Tenancy Agreement) has not been living in the dwelling for more than four (4) weeks without approval. Any absences greater than four (4) weeks should be approved prior to the absence. If the tenant is away without approval, **'WHAACL'** may terminate the tenancy or decide not to offer a further tenancy if the tenant is on a fixed term Tenancy Agreement on the expiry of the fixed term lease. As **'WHAACL'** dwellings are limited, this policy is to ensure that other people that are waiting to be housed also have the opportunity to rent a dwelling.

Tenants may apply to be away from their dwelling and return to it later. Absences of up to twelve (12) weeks may be approved, provided there is a valid reason for the absence and arrangements have been made for rent and the care of the dwelling.

Acceptable absences include:

- Caring for sick or frail family members;
- Sorry business;
- Hospitalisation, institutional care, nursing home care or rehabilitation;
- Escaping domestic violence, harassment or threats of violence;
- Holidays;
- Employment, education and training.

Repeated absences relating to holidays and employment/training should not be approved. Absences of more than twelve (12) months in total over a five-year period should not be approved.

During the absence, the tenant is responsible for the tenancy agreement regardless of any informal arrangements made. Any breaches of the Tenancy Agreement may result in Tribunal Action.

#### **Examples of Breaches:**

- Sub-letting the property;
- Not informing '**WHAACL**' of any changes in household composition, number of people living in the property.

#### **Other Absences (extended)**

Other absences could be approved in special circumstances. The tenant could apply for an extended absence for circumstances relating to medical conditions or returning to their homeland and dealing with "sorry business".

#### **Abandoned Premises**

If the residential premises appear to have been abandoned by the tenant, '**WHAACL**' may apply to the NSW Civil and Administrative Tribunal (NCAT) for an Order to have the premises declared abandoned. Once such an Order is given, the premises are considered abandoned from the date specified on the Order.

'**WHAACL**' or its authorised agent must present evidence to the Tribunal to support their claim that the premises have been abandoned. This may include statements from witnesses, notices of disconnection of electricity, telephone or gas, empty premises.

Indicators of abandonment of premises:

- Inactivity in the rent account, non-payment of rent for a period of six (6) weeks and no response to a series of attempts to contact tenant
- A tenant not living at the premises / or residing at a separate property (whether connected to the '**WHAACL**' or otherwise)
- The premises appear abandoned
- Uncollected Mail
- Overgrown grounds

If it is believed that the premises are abandoned, action in the NCAT will be initiated to:

- Terminate the tenancy and obtain immediate possession.
- Rental arrears/debt recovery action will then be initiated.

A tenant who abandons a residential premises is liable to pay compensation to 'WHAACL' for any loss (e.g. loss of rent) caused by the abandonment. 'WHAACL' should take all reasonable steps to minimise any loss. If steps are not taken by 'WHAACL' to avoid the loss, compensation for that loss may not be recoverable.

### **Uncollected goods**

'WHAACL' may remove goods from a residential premise and store them in a safe place pending disposal or collection of the goods in accordance with the *Residential Tenancy Act 2010*.

### **Perishable Goods**

Perishable goods can be removed **immediately** if 'WHAACL' reasonably believes that they are perishable goods. This can occur after vacant possession of the premises or the premises is deemed abandoned (*Section 128*)



## **Disposal of Non-Perishable Goods (other than personal documents)**

'WHAACL' may dispose of goods (other than personal documents) in accordance with the *Residential Tenancy Act 2010* (section 130). If a former tenant fails to collect or make arrangements to collect goods within 14 days of a notice disposal been given or a further period that may be agreed. Then 'WHAACL' may sell goods or dispose of goods in a lawful manner. 'WHAACL' must keep records of all goods disposed of in accordance with the *Residential Tenancy Act 2010* (section 130).

If 'WHAACL' sells goods under this section must, if requested to do so by the former tenant or other person entitled to possession of the goods, pay the sale proceeds to the former tenant or other person. 'WHAACL' may deduct from the proceeds an occupation fee calculated in accordance with section 132 and the reasonable costs of the sale.

## **Ending a tenancy**

Under section (#) of the Residential Tenancy Act 2010 there are clear guidelines on the procedures for ending a tenancy.

While some tenancies will be ended due to relocation, house size or suitability, the main aim of the 'WHAACL' is to ensure that it minimizes the need provide tenants with notices of terminations through it's early invention measures. The 'WHAACL' will to provide as much opportunity for the tenant to rectify any issue that may result in receiving termination notices.

## **Notice of termination**

A tenancy will usually be terminated by either 'WHAACL' or the tenant giving notice to the other party. However, in certain circumstances the Tribunal may be required to make orders to terminate a tenancy.

A notice of termination must:

- be in writing
- state the address of the premises
- be signed and dated
- allow the required period of time
  - 14 days if the tenant is 14 days or more behind with the rent or has committed some other breach of the tenancy agreement
  - 30 days if the fixed term of the agreement is due to end
  - 90 days if the fixed term period has expired and no new agreement has been signed
- give the date on which the tenant intends to, or is requested to, move out (i.e. do not use words such as 'by' or 'on or before' in the notice)
- give full details of all breaches (if any) or reasons for ending the agreement
- and if given to a tenant, include a statement that information about their rights and obligations can be found in the tenancy agreement.

The notice can be posted or given personally. A notice **cannot** be stuck to or put under a door. If the notice is sent by post at least four (4) working days (not including the day the notice was sent) should be **added** to the amount of notice, to allow time for the notice to be delivered. The notice period is counted from the day after the notice is served.

The following rules will apply for termination of tenancy agreements;

- A final inspection will be completed with the tenant present within 24 hours of the tenant vacating
- Any tenant damage will be documented and a compliance order will be given within 30 days of doing the inspection. This will enable the costs to be recouped. Any rent arrears/debt recovery action will be initiated immediately.
- All paperwork relating to ending the tenancy will be placed on the tenant file and the tenant file closed.
- Former tenant files will be kept in the office for a minimum of seven (7) years.

### **Vacant housing**

A property may become vacant due to the following reasons:

- Current tenant moves out;
- Housing is not suitable to next approved applicant on the waiting list;
- Housing is not accepted by next approved applicant;
- Unable to house due to no available approved applicants on the waiting list.

The **'WHAACL'** will endeavour to minimise the turnaround time for vacant properties. A property cannot be left vacant if possible. A turn around time for new lease and maintenance is ideally 14 days.

In the event that a property cannot be tenanted from suitable and eligible applicants on the waiting list, the **'WHAACL'** will offer the property to the next available applicant not eligible and charge property rent.

### **Exchanging of housing between tenants**

Mutual exchange is a voluntary process and can only occur between tenants of **'WHAACL'**. Tenant's wishing to swap must complete a Mutual Exchange Form with the party they wish to exchange with and must be approved by the Chairperson and Board in writing and minuted at a General Meeting.

All costs of relocating will be the responsibility of the tenants.

The Board will process the application and place it on a register, **BUT** the Board must approve the swap.

Acknowledgement of being placed on the register will be sent in writing to the applicants within 14 days of receiving the application.

The criteria to be entered in the register are;

- Both tenants must agree to pay the set rent for the property they transfer to
- Both tenants meet the funding guidelines of the property they want to move in to
- The properties are both in reasonable condition
- Tenants will not be over or under occupying the house they have applied to move into and the house matches the tenants needs

Entry on the register **does not** give the tenant authority to move into the property. The transfer will not actually occur until;

- Both tenants rents are up to date (the tenants will be given an opportunity to bring their rents up to date prior to the swap)
- Utility accounts, e.g. water (which are the responsibility of the outgoing tenants) have been finalised and/or transferred
- Any tenant damage identified has been repaired. It will be the responsibility of the outgoing tenant to arrange and pay for the work
- Any other repairs (e.g. due to fair wear and tear) have been organised by the property officer (*See Repairs and Maintenance Policy*)
- The Board have signed off on all approved repairs to both properties
- Condition Reports have been completed for ending the old tenancy and beginning a new tenancy
- New Residential Tenancy Agreements have been completed for both properties

### **Squatters (unauthorised occupants)**

The tenant is to be the legal occupant of the premises at all times.

If an unauthorised occupant (squatter) refuses to vacate a property the Board will:

- Contact the NSW Police to remove the squatter from the property.
- Commence legal proceedings to have the squatter removed from the premises.
- Document or correspondence relating to the squatting incident to avoid time delays in getting the squatter removed from the property.
- WHAACL do not tolerate squatting behaviour of any property.

## Succession of tenancy

Any requests for succession of tenancy must be put in writing to the Board.

A Succession of Tenancy Request Form (*see Appendix J*) will be provided to the resident to complete and then returned to the property officer as soon as possible.

### **The following rules apply when a tenant on the rental lease agreement:**

1. passes away
2. tenant is incarcerated,
3. or a family breakdown occurs.

<b>Situation:</b>	<b>Rule and procedure</b>
Tenant passes away or leaves and lives alone or with carer	Property is to be vacated for new tenant to be elected off the 'Housing Waiting List'.
Tenant passes away or leaves and children are left behind.	If a child is 18 years or under the children can remain in the house with the oldest child (sibling) only. The oldest Sibling must be over 18 years of age to be permitted to take on the lease of the property.
Tenant passes away or leaves and a residing non-Aboriginal spouse not on the rental lease agreement is residing at the property with Aboriginal children.	Residing non-Aboriginal spouse can stay in the property only if the Aboriginal children are under 18 years.  When the children are 18 years or over or if the children leave the property, the non-Aboriginal Spouse will have to vacate the property.
Tenant passes away or leaves and a residing Aboriginal spouse not on the rental lease agreement is residing at the property with Aboriginal children.	Upon a risk assessment by the Board the Aboriginal spouse can stay in the property only if the Aboriginal children are under 18 years.  The Aboriginal spouse will need to follow housing protocol to have their name place on a lease agreement.  The Aboriginal spouse will take over existing lease responsibilities including arrears.

For all of the above circumstances the WHAACL Board will do a formal lease application review for the Aboriginal Tenant to be put on the property agreement lease. The decision is at the digression of the WHAACL Board.

A lease agreement will be for the time specified by the Board.

The property that may be left behind in the above circumstances will be stored within time required by law and all attempts by the Board will be made to the tenant's family and friends to retrieve property in storage.

All other circumstances not dealt with in this policy will be negotiated and determined by the Board.

In the event of death of a tenant, the rental account will be finalised and any credits will be forwarded to the nominated immediate family member. Any outstanding debts owing will be paid out of the Bond.

### **Tenant participation and satisfaction**

The **'WHAACL'** is committed to ensuring that it maintains a high level of quality service that meets the tenant's satisfaction and expectations. To do this, it needs the involvement and participation of its tenants to improve our housing service, increase tenant satisfaction, increase tenant's sense of belonging and ownership and increase **'WHAACL'** accountability.

The **'WHAACL'** welcomes and encourages tenants to provide input into the development or review of policies and delivery of service that affect the overall management of housing. Providing this input will help to maintain and improve **'WHAACL'** service delivery and provide valuable feedback for the Board to reflect in the planning processes.

To enable tenants to be actively involved and participate and provide feedback the following avenues are available:

- Tenant evaluation surveys
- One on one discussions
- Tenant forums
- Tenancy Advisory Group

### **Information**

As a means to keep tenants up to date housing and tenancy management issues the **'WHAACL'** will send a newsletter/flyer every quarter.

### **Tenant Evaluation Surveys**

The **'WHAACL'** will conduct a survey every 12 months of its tenants. The survey can be either completed (online, paper, face to face, anonymous). The results of the survey will be published in the **'WHAACL'** annual report. The Board will also be responsible for reviewing the results and taking any necessary action in reviewing relevant policies or contractors.

Refer to Appendix G. Tenant Evaluation Survey template

### **Tenant Forums**

**'WHAACL'** will conduct an informal tenant (workshop, BBQ, meeting) as a means of providing information to tenants about new initiatives, policy and programs, maintenance updates and enable tenants to discuss any issues or concerns they may have about their housing needs or provide feedback to assist **'WHAACL'** in improving its housing service delivery. This will occur on a half yearly and annual basis.

## **Participating in the wider community - sustaining tenancies**

As a community organisation, the **'WHAACL'** understands the importance of have good working relationship with government and community organisations to address the extra support needs of our community. Having these relationships ensure that **'WHAACL'** have adequate and accessible arrangements to ensure those tenants who require additional support needs receive the assistance to maintain their tenancies.

To support tenants the **'WHAACL'** has established a number of local and regional partnerships with the following organisations:

NSW Aboriginal Community Housing Industry Association  
Tenants' Union of NSW and Tenants' Advisory and Advocacy Services  
Aboriginal Housing Office  
New South Wales Aboriginal Land Council  
NSW Registrar of Community Housing  
National Regulatory System Community Housing  
Community Housing industry Association  
NSW Fair Trading  
Australian Charities and Not For Profit Commission  
Griffith Aboriginal Medical Services  
Murrumbidgee Council

A Contact List of these organisations is available for tenants and provided at the time of their tenancy or a tenant may contact the **'WHAACL'** and be given a general referral for assistance if required.

All partnerships are based on an informal arrangement. The **'WHAACL'** actively participates in regular meetings and workshops with these support services to improve the coordination of services delivered to the community.

If a tenant requires a referral to one or more of these services, the Chairperson or GFC Co-ordinator will make the initial contact on behalf of the tenant. Referrals to these organisations will not be undertaken without the consent of the tenant.

The **'WHAACL'** is about sustaining its tenancies. This can only be achieved through early intervention before a situation becomes out of hand. Tenants are encouraged to contact the Chairperson or GFC Co-ordinator as soon as possible if they believe that they need support assistance.

The Chairperson will monitor on a 6 monthly basis the adequacy of the support arrangements and report back to the Board.

Tenants will provide a review of the adequacy of the support arrangements through the Tenant Evaluation Survey. This will be undertaken annually and reviewed by the Board. The results will be provided within the annual report.

The Board will on an annual basis, review feedback from tenant surveys and review all working partnerships with its support service organisations to ensure they are providing a benefit to the **'WHAACL'** in sustaining its tenancies. This will be documented within the 2022 – 2027 Strategic Business Plan.

## **Building relationships & working in the community**

The 'WHAACL' proactively participates in organised events at local, regional and state levels to not only promote the benefits but build the profile and image of the organisation to both the Aboriginal and wider community and businesses.

These events are documented within the 2022 – 2027 Strategic Business Plan. and reported on an annual basis and are listed below.

Other examples of promotion include:

- Hosting local Elders/leader forums
- Member of the NSW Federation of Housing
- Partner with mainstream providers to host events ie Reconciliation week, NAIDOC week etc
- Attending meetings with mainstream providers to share knowledge and information
- Offer support to local communities to use organisations facilities ie rooms etc

## **SECTION FOUR - RENTAL MANAGEMENT**

### **Rent assessment and setting**

Rent setting has been calculated on the following cost setting which includes:

- Annual land rates
- Annual water rates
- Annual building insurance
- Day to day repairs and maintenance (0.5% total replacement value)
- Cyclical/planned maintenance (1% total replacement value)
- Management fee/internal costs
- Administration and Corporation operational expenses

Current rental charges are below 30% of market rental prices and are:

- \$170.00 per week for a unit/flat
- \$180.00 per week for a house

Rental increases will occur inline with rising CPI and operational expenses. The rental increase amount will be decided by the Board of Directors and tenants will be advised by Nutrien Harcourt Griffith Real Estate.

Rental increases will be undertaken by the rules of legislation.

### **Rent collecting**

Rent is collected from tenants to ensure that **'WHAACL'** houses can be properly managed and repaired and that the costs of rates, insurances and services are met. The Rental collection and management are undertaken by a third-party property management: Nutrien Harcourt Griffith. No rent is exchanged between the tenant and WHAACL directly.

Rent can be paid to Nutrien Harcourt Griffith via

- Cash at the office;
- Direct debit to the nominated bank account
- Automatic payment from the tenant's bank account
- Deduction from Centrelink payments

The Third-party Agent, Nutrien Harcourt Griffith Property Managers will issue a rent receipt to all tenants who make cash payments.

Tenants who opt to pay rent via direct debit or automatic payment will be provided with a rent statement every month from the Nutrien Harcourt Griffith. The rent statement will provide the tenant with rent received, rent period, and rental arrears if applicable.

Monitoring and reporting of rent payments and arrears will be undertaken every month and reported to the Board at the WHAACL monthly meeting.

### **Managing Rent and Arrears**

The **'WHAACL'** recognizes that tenants will be faced with financial difficulties during their tenancy, especially when the expected or unexpected happens. To ensure long term financial viability of



**'WHAACL'** it is important that financial and operational measures are put in place to provide early intervention to enable tenants to continue paying rent and to not go through the NCAT process. The **'WHAACL'** has considered a number of possible early intervention measures to assist tenants in managing these events throughout the year.

Tenants are highly encourage to contact the Chairperson/GFC Co-ordinator or Nutrien Harcourt Property Manager early if any financial difficulties arises where it will affect the payment of rent. This will enable the Chairperson/GFC Co-ordinator or Nutrien Harcourt Property Manager to make suitable arrangements to minimize any rental arrears that may occur.

Failure to do so will result in the **'WHAACL'** will take steps to collect any unpaid outstanding accounts. These steps will include application to:

- the NSW Civil and Administration Tribunal AND (if appropriate/necessary) then;
- through the local Court

The Chairperson/GFC Co-ordinator or Nutrien Harcourt Property Manager may contact tenants from time to time where evidence shows that rental payments are not regular to negotiate payment arrangements.

### **Christmas Holiday Rent**

A tenant can opt to pay an extra amount per week/fortnight to cover the rent over the requested period. A tenant will have their rent payments put on hold from the period they request and only if their rental payments are in advance and cover this period. Rent payments can then either continue after this date as per normal, or the tenant may wish to continue this rent arrangement with an extra amount on top of required rent.

### **Rental arrears management**

**'WHAACL'** has clear procedures on mitigating rental arrears and management of rent in accordance with the Residential Tenancy Act 2010.

**'WHAACL'** will ensure good practice in achieving full rent collection and a clear and concise default practice that ensures non-payments of rent are consistently and effectively identified, followed up and resolved. This ensures that our organisation maintains sustainable tenancies.

The way in which **'WHAACL'** will control and recover arrears will include:

- **Early intervention:** This is so arrears or potential arrears are detected at the earliest possible time through adequate record keeping and monitoring of rent accounts. This can assist tenants from accruing any rental arrears.
- **Appropriate responses:** The accuracy of rent records should be checked before action is taken. Constructive methods of tenant contact should also be adopted. This includes explaining the seriousness of the arrears, sensitive and supportive use of the NSW Civil Administration Tribunal, (NCAT) to assist tenants recognise the seriousness of their arrears and making repayment agreements through the NCAT.

Where possible every attempt by 'WHAACL' to sustain the tenancy will be made. If all intervention, support, arrears recovery have failed the 'WHAACL' may then proceed to take action through the NCAT which may result in issuing a Notice of Termination to the tenant.

- **Clear policy guidelines:** Clear policy guidelines for dealing with tenant breaches of rent payment will be applied consistently, reliably and fairly.

A range of strategies (incentives, persuasion, reminders, support, agreements, direct debit, denial of other housing services) that do not financially disadvantage, harass or deny natural justice to tenants will be made available to encourage the repayment of rent arrears.

- **Focus on repayment and future arrears prevention not eviction:** Where the tenant is in arrears, evictions should be minimised where other solutions can be found to the breach. This avoids the creation of unrecoverable 'bad' debts, additional costs from unpaid rent on vacant property and cleaning costs when a tenant moves out.

*Refer to Appendix K for a Rental Arrears Payment Plan Agreement Template*

- **Clear understanding of the Landlords/Tenants roles and responsibilities in the delivery of housing management support and services:** This is so the tenant receives the best possible service from the housing provider and their support worker(s) without conflict of interest.
- **Bad debt recovery:** This is to establish clear responses for recovery action through the NCAT.

Under the Residential Tenancy Act 2010 a tenant must pay and maintain rental payments 2 weeks in advance. A tenant will be considered in arrears if rent is unpaid more than 14 days after the due date, 'WHAACL' must attempt to contact tenant in person or by writing to resolve any rental arrears issues. It is imperative that 'WHAACL' monitors and keeps accurate records of all their tenants rent received.

*Refer to Appendix I for a Rental Arrears Letter Template K*

### **Bad debt recovery**

A 'bad debt' is money owed to the 'WHAACL' within the last six (6) years. The Board will attempt to recover all bad debts through the following process:

- Seek an arrangement with the former tenant
- Tribunal Order
- Local Court – Sheriff
- Debt recovery services

The Chairperson/GFC Co-ordinator or Nutrien Harcourt Property Manager will do the following to determine what debt is owed, if any, when vacating the property.

- Close the rental account when the tenant vacates the property
- Reconcile the account, using the date the tenant left, to make sure there are no amounts outstanding for repairs etc

- Carry out a property inspection to check the condition of the property
- Raise any necessary repair orders and add to tenants account if the repairs are not considered to be 'normal wear and tear'
- Issue a letter to the tenant requesting payment in full of the debt. If tenant's whereabouts are not known, send a letter care of any known family members. Also the letter should be sent to the last known address of the tenant as he/she may have left a forwarding address for their mail with Australia Post.
- Employ a legal Solicitor to assist with debt recovery.
- Amounts of less than \$50.00 will automatically be written off.

Former tenants with bad debts may not be considered for future housing. The '**WHAACL**' may consider allow a former tenant to be included onto the waiting list, if a payment arrangement is put in place to repay outstanding debt. This will be done on a case by case basis only.

Any tenant with a debt owing to WHAACL needs to added to a Tenancy Blacklist database by the third party agent on behalf of WHAACL.

## **SECTION FIVE – ASSET MANAGEMENT, CYCLICAL/PLANNED AND RESPONSIVE MAINTENANCE POLICY**

The **'WHAACL'** will meet the requirements of:

- the Residential Tenancies Act 2010 to provide all residential premises in a reasonable state of cleanliness, and to provide and maintain the premises in a reasonable state of repair, having regard to the age of the property and its prospective life;
- relevant legislation and by-laws, including local Council regulations, agreed building industry standards and all applicable relevant health & safety standards.

**'WHAACL'** has a responsibility to exercise proper care to ensure the health, safety and wellbeing of tenants in the carrying out of maintenance.

**'WHAACL'** will ensure, as part of its budgeting process, that sufficient funds are available to allow for the achievement of agreed responsive maintenance works, and that there is fair and equitable expenditure across the property portfolio.

### **Categories of repairs & maintenance**

Repairs & Maintenance matters are divided into four (4) categories:

#### **Category 1 – Emergency maintenance – Urgent (Within 24 hours)**

Under the Residential Tenancies Act 2010 urgent maintenance means any repair required to avoid danger to health, risk to safety of residents or serious damage to buildings, including but not limited to for example:

- A burst water service
- 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
- A blocked or broken toilet system
- A serious roof leak
- A gas leak
- A dangerous electrical fault
- Flooding or serious damage
- Serious storm or fire damage
- A failure or breakdown of the gas, electricity or water supply to the residential premises.
- A failure or breakdown of any essential service on the residential premises for hot water, cooking, heating, cooling or laundering
- Any fault or damage that causes the premises to be unsafe or insecure.

If a tradesperson calls at a home where notice has been given in adequate time and they cannot gain access the tenant will be required to pay the callout fee charged by the Contractor/Tradesperson/Company

## **Category 2 – Responsive Maintenance (within 14 days)**

Responsive maintenance consists of repairs that are not considered an emergency, and do not seriously affect the wellbeing of a tenant, but are considered as a necessity to the general wellbeing of the tenant and the upkeep of the property.

Damage that causes the residential premises to be unsafe or unsecure is classed as URGENT

Under HACCP guidelines responsive maintenance must be calculated at 0.5% of the total replacement value.

The Contractor/Tradesperson/Company must give the tenant 2 days' notice of works to be undertaken.

If a tradesperson calls at a home where notice has been given in adequate time and they cannot gain access the tenant will be required to pay the callout fee charged by the Contractor/Tradesperson/Company

## **Category 3 – Cyclical Maintenance/Planned Maintenance**

Cyclical maintenance/Planned maintenance is work that is scheduled and a program of works developed to be undertaken on the property so that it is maintained to a standard to ensure its long term viability.

This includes major repairs, upgrade or replacement of items which have a certain life expectancy, for example;

- painting
- flooring
- fencing
- roofing
- kitchens
- bathroom
- laundries

It is also works that is required regularly for legislative or health and safety reasons, for example;

- testing smoke alarms
- pest inspections
- Mould inspections
- Security assurance

An annual preventative maintenance plan will include:

- testing smoke alarms and fire escapes
- Inspecting and cleaning recycle air conditioner filters
- Inspecting Hot Water Units
- Inspecting Security systems in housing
- Cleaning gutters to prevent flood issues
- Inspecting external dangers such as trees, sharps etc.
- Mould and ventilation inspections

The Contractor/Tradesperson/Company must give the tenant 2 days' notice of works to be undertaken.

If a tradesperson calls at a home where notice has been given in adequate time and they cannot gain access the tenant will be required to pay the callout fee charged by the Contractor/Tradesperson/Company

Planned cyclical/planned maintenance budget is calculated at 1% of the total replacement value.

#### **Category 4 – Disabled Modifications**

Where a tenant (or household member) has a disability which restricts their everyday activities, every consideration will be given to the additional maintenance needs or amenities of their property. Every effort will be made to ensure that the property remains appropriate for their needs, including.

- exceptions to the tenants' maintenance responsibilities detailed in this guideline, where such is considered reasonable and increases the suitability of the property for the tenant or other household members or promotes the safety of household members;
- requests for minor property upgrades and modifications, including the installation of ramps, rails, and other aids to assist the tenant in greater independent living.

Approvals made under this section must be appropriately documented.

Major upgrades will be considered as part of the cyclical maintenance and asset management planning of 'WHAACL'. Every effort will be made to ensure that each property remains appropriate for the needs of the tenants. However in dealing with matters of major upgrades, consideration must also be given to:

- the total cost of the required upgrade;
- the cost-effectiveness of the upgrade in relation to the economic life of the dwelling;
- alternative strategies, including rehousing the tenant in more appropriate housing; and
- the availability of funding support.

#### **Notification of works and access to property**

All repairs and maintenance request must be reported to the Chairperson/GFC Co-ordinator or Nutrien Harcourt Property Manager as soon as possible.

Under no circumstances is a tenant to arrange any maintenance directly with a subcontractor without authorisation from the Chairperson/GFC Co-ordinator or Nutrien Harcourt Property Manager.

For any responsive or scheduled repairs and maintenance works, the 'WHAACL' will provide the tenant with a minimum of two (2) days written notice.

Tenants are required to provide necessary access to the properties to enable repairs and maintenance works to be carried out. If tenants do not cooperate with the 'WHAACL' further action may be taken through NCAT.

## **Procedures for repairs and maintenance**

The procedure regarding the process for repairs and maintenance is that;

- The tenant will contact the Chairperson/GFC Co-ordinator or Nutrien Harcourt Property Manager and provide details of repair work required.  
(See Appendix M for a Repairs and Maintenance Request Form).
- The Chairperson/GFC Co-ordinator or Nutrien Harcourt Property Manager will determine if the request for works is urgent, responsive or planned/scheduled.
- The Chairperson/GFC Co-ordinator or Nutrien Harcourt Property Manager will contact the relevant tradesperson.

## **Prioritising work**

All urgent repairs will receive first priority over any other repairs and maintenance to ensure the safety of the tenants.

All other responsive and scheduled/planned repairs and maintenance will be undertaken in accordance to the Asset Maintenance Schedule.

## **Maintenance ordering and expenditure**

All maintenance work orders will be issued by '**NUTRIEN HARCOURT GRIFFITH**' in writing and will include:

- specific nature of required works;
- premises access arrangements;
- date for completion of works;
- name of tenant to acknowledge completion of works;

All maintenance work orders issued by '**WHAACL**' will be authorised in accordance with the approved Schedule of Delegations and each must be signed by the Chairperson/GFC Co-ordinator or Nutrien Harcourt Property Manager.

## **Engaging and working with contractors**

Under the NSW Fair Trading licencing, only a builder or tradesperson who is properly trained and has the relevant experience to do the work may be licensed. Any person who carries out residential building work over \$5,000 in labour and materials without an appropriate licence is breaking the law and could be prosecuted.

Specialist tradespeople who carry out any of the following must be licensed regardless of the cost of the work:

- electrical wiring
- plumbing, draining and gas fitting work
- air conditioning and refrigeration work (except plug-in appliances).

Any potential builder or tradesperson will be asked to provide a copy of their licence as part of the selection criteria. Licensing protects the organisation in:

- dealing with a legitimate business
- ensuring the tradesperson has the right qualifications for the job
- enjoying better consumer protection
- protecting the organisation from unqualified and unlicensed 'handyman' businesses.

By law, all builders and tradespeople must display their licence number on any advertisement for their services.

*Refer to Engaging a Contractor Policy*

### **Checking and paying for work**

All work of greater value than \$1,000 will be checked by the Chairperson/GFC Co-ordinator or Nutrien Harcourt Property Manager prior to payment.

Wherever possible, all other work (ie of less value than \$1,000) should be checked by the Chairperson/GFC Co-ordinator or Nutrien Harcourt Property Manager. Where this is not possible, the tenant will be contacted to ensure that the work has been completed and it appears satisfactory.

Major works will be checked by a suitably qualified building consultant.

All work to vacant properties, regardless of the value of the work, must be checked by the Chairperson/GFC Co-ordinator or Nutrien Harcourt Property Manager.

Where smaller maintenance works are not being regularly checked and where payment has been made, 'WHAACL' will undertake random inspections of 10% of all such paid works each quarter. Such checks will reflect the varied works and tradespeople used during that period.

Payment of approved works will occur within 14 days of the receipt of invoice.

### **Property inspections**

The Chairperson/GFC Co-ordinator or Nutrien Harcourt Property Manager will conduct property inspections at the beginning and ending of every tenancy.

Property inspections are required to ensure the tenant is maintaining the property in good order and neat and tidy. Regular property inspections will be undertaken during a tenancy every 3 months per year.

Asset management inspections will be conducted once a year to update the Asset Management Schedule.

Tenants will be provided with seven (7) days written notice of Property and Asset Management inspections.

### **Asset maintenance inspections**

The Chairperson/GFC Co-ordinator or Nutrien Harcourt Property Manager will conduct asset maintenance inspections on a half yearly basis to update the Asset Maintenance Schedule and conduct necessary health and safety checks such as the checking of smoke alarms, pest inspections, reverse cycle heating/cooling services, gutter clean and maintenance, and Hot Water Unit inspections.

Asset maintenance inspections are necessary to minimise stock deterioration and retain a house in, or restore it to, an agreed condition. And protects the property in ensuring it continues to service for the intended life span.

Tenants will be provided with seven (7) days written notice of Asset Maintenance inspections.

*Refer to Asset Management Plan and Maintenance Schedule*



## **Tenant damage**

As per the Residential Tenancies Act 2010, tenants are responsible for any damage caused by themselves, other household members or any visitors they allow on the property.

Tenant damage is not just intentional damage – it also includes damage caused by accident or through carelessness.

Whether or not repairs are a result of tenant damage will be determined by the Chairperson /GFC Co-ordinator or Nutrien Harcourt Property Manager when inspecting the property or by tradespersons reports.

In the first instance, the tenant will be asked to arrange and pay for repairs. If this is not possible, or not completed within a reasonable time, the property officer will arrange the work and the cost will be debited to the tenants account.

Severe breaches of the Residential Tenancy Agreement in relation to property damage will proceed to the NSW Civil and Administrative Tribunal (NCAT) for a compliance order and to recover repair costs.

## **Telephone/Electricity/Internet and paid television services**

The connection of telephone/electricity/Internet and paid television services for existing dwellings is considered a matter between the tenant and the telephone service provider. **'WHAACL'** does not reimburse connection fees.

## **Rubbish Bins and collection services**

Murrumbidgee Council collect residential rubbish each Tuesday morning. Bins must be put out on a Monday evening.

The Council bins will be provided at the property at the commencement of the tenancy agreement.

If a bin goes missing or is damaged during the tenancy it is the Tenants responsibility to replace.

## **Swimming pools**

The **'WHAACL'** will not acquire any property which has a swimming pool. Where a tenant has installed a swimming pool without the consent of **'WHAACL'** the pool is to be removed.

## **Vacant properties**

The end-of-tenancy inspection will be completed within 2 days of the notification being received that the property is vacant.

If there are any repair/cleaning items considered to be the ex-tenant's responsibility, **'WHAACL'** will, in the first instance, attempt to negotiate with the ex-tenant for their completion. However, it is recognised that there is an imperative to have the property re-let at the earliest and there will not be any undue delays.

## **Insurances**

All properties of **'WHAACL'** will be insured for full current replacement value and public liability insurance of \$10M (as per the requirements of the AHO). It is the responsibility of the tenant to insure their home contents.

## **SECTION SIX –Appeals and Complaints**

‘**WHAACL**’ recognises that all applicants/tenants involved in the service have the right to express personally or through an advocate, their complaints without fear of reprisal and to have them investigated quickly and fairly. Applicants and tenants also have the right to appeal decisions they believe are unfair or that they do not agree with.

A complaint is an expression of dissatisfaction with a policy or procedure, product or service offered or provided. It may refer to dissatisfaction with the way that personnel of an organisation have treated someone or it may be a complaint about the organisation.

An appeal is an expression of disagreement or dissatisfaction with a particular identifiable decision that has been made and a request that the decision be reconsidered.

### **Purpose of the policy**

‘**WHAACL**’ appeals and complaints policy outlines how the organisation will handle dissatisfaction with our service and our decisions. Its purpose is to:

- describe applicants and tenants’ rights to appeal or complain
- make it easy for tenants and applicants to exercise that right
- help us understand what is and isn’t working well in our organisation.

The appeals and complaints policy outlines how we will implement this policy so that we have effective ways to:

- register, investigate, resolve and record complaints and appeals;
- assist applicant and tenant to be aware of and exercise their rights; and
- enable tenant or applicant views to influence the delivery of housing services.

### **Procedure**

We will ensure that any complaint or appeal by an applicant or tenant is dealt with fairly, promptly, confidentially and without retribution.

‘**WHAACL**’ will inform and provide information to tenants at the commencement of their tenancy about the appeals’ processes and any other relevant avenues for appeals/complaints including the NCAT (if it relates to their lease agreement) or the Tenancy Advisory Service (TAAS) if the applicant/tenant is not satisfied with the outcome of an internal appeals process. Information provided should include details of who to contact within ‘**WHAACL**’ and their position of authority.

When an appeal or complaint is received, 'WHAACL' will:

- register the appeal or complaint; by adding details of the appeal or complaint on the appeals and complaints registers. *Refer to Appendix C for an example of a Complaints and Appeals Form.*
- Information recorded will include,
  - The date that the decision was made or the issue occurred,
  - The date of the complaint or appeal
  - Specific information about the decision made or the circumstances leading to the complaint, including supporting information where available
  - Complaints / appeals must be received in writing, signed by the applicant;
  - Appeals must identify the specific decision under question

## Investigate

When a written complaint is received, it is first considered by the Chairperson/GFC Co-ordinator or Nutrien Harcourt Property Manager who will investigate and record the complaint, and propose what should be done. When undertaking an assessment of the complaint the Chairperson/GFC Co-ordinator or Nutrien Harcourt Property Manager must be clear about which policy, procedure, standard or law it relates to. If none of these have been breached, or no improvements can be identified, a letter will be provided within seven (7) days to the complainant explaining that no further action will be taken.

## Resolve complaints and appeals

Many complaints and appeals can be resolved quickly. The Chairperson/GFC Co-ordinator or Nutrien Harcourt Property Manager investigating the complaint or appeal can propose a resolution. This may have several parts to it and might involve an apology, an explanation, an assurance about future action or immediate changes to how things are done.

Investigating the complaint internally and deciding a reasonable response (including making changes to our service or policies) may be the solution

If the complaint cannot be resolved internally then external bodies within NSW such as Community Justice Centres, Aboriginal Tenants Advice and Advocacy Services and the NCAT to whom complaints can be taken further.

## Record outcomes

**Complaints file:** The file record of the complaint will be confidential, and kept with the tenant/applicant file, but in a separate folder. The person concerned can see this file if they ask to. No identifying information will be communicated to other tenants or applicants, people in the organisation who are not directly involved with resolving the complaint, or people outside the organisation, without the person's permission.

**Complaints Register:** Information will be recorded on the Complaints Register in a way that does not identify the person complaining. Additions to the register will be reported to each management committee meeting. Management will monitor progress with resolving complaints, and take appropriate action when there are broader implications for policy and practice.

**Time limits:** Written complaints will be acknowledged in writing within 7 days. The process will take no longer than 28 days, unless the person complaining agrees. If the matter falls within the jurisdiction of the NCAT, the person will be informed immediately of any time limits that apply to making an application.

**Keeping the person informed** All decisions and progress reports will be in writing (although they may have been discussed or reported verbally first). There will be a written response to a complaint even if it is decided that no action is to be taken. The response will explain the reason for any decision.

All replies to written complaints or appeals will clearly state:

- What the decision is;
- The name and position of the person who made the decision;
- The facts on which the decision was based;
- Why the decision was made;
- A contact person the applicant or tenant can talk to about the decision;
- Appeal and review rights.

### **Assist applicants and tenants to be aware of and exercise their rights**

'WHAACL' will provide the information in this policy to tenants at sign up and will make a summary available at the office. Applicants/ tenants will be informed of any external bodies within NSW such as Community Justice Centres, Aboriginal Tenants Advice and Advocacy Services and the NCAT to whom complaints can be taken further.

Every attempt should be made to resolve issues and reach an agreement in the first instance. If this is not possible, 'WHAACL' or the tenant will seek a hearing through the NCAT for all matters relating to tenancy management including eviction, rent management, repairs and maintenance, asset management and all other issues governed by the *Residential Tenancies Act 2010*.

### **Enable tenant or applicant views to influence the delivery of housing services.**

'WHAACL' will conduct regular additional reviews of complaints and appeals to see what lessons can be learnt to improve future service delivery. In addition 'WHAACL' will offer tenants different opportunities to have their say about the organisation's services, direction and strategies. These opportunities will include:

- Regular tenant meetings
- Social events to meet staff and board members
- Tenant surveys
- Suggestion boxes
- Facebook page or other interactive social media
- Board strategy planning days open to the community
- Meetings with tenant advocates and other stakeholders

### **Privacy**

'WHAACL' will ensure that the applicant's/tenant's right to privacy and confidentiality is respected and that they can have access to personal information held by 'WHAACL'. All information pertaining to the complaint and appeal will be maintained in a file.

## **External stage**

If the applicant/tenant and **'WHAACL'** are unable to resolve problems associated with the complaints against the housing provider, then the case will be referred to the appropriate external body, such as the Aboriginal Tenants Advice and Advocacy Service, or NCAT.

## **Sample appeals procedure**

Tenants and applicants have the right to ask us to review decisions they disagree with or think are unfair.

The sorts of decisions that can be appealed are:

- rent calculation assessment
- rejection for rehousing
- not eligible for housing
- not selected for housing
- allocated inappropriate property
- request for property improvements rejected

The grounds for making an appeal are that **'WHAACL'** has not followed policies and procedures, that policies and procedures are not fair or that a decision was made without the right information.

When an applicant disagrees with a decision, and the decision is believed to breach the law (e.g. the Residential Tenancy Act, or other legislation) they may make a complaint if they are not happy with an informal internal review.

Guidelines for responding to an appeal will be the same as for complaints in all matters. The following steps will be followed, unless the person making the appeal can give good reason for why they are unable to use any part of the process.

### **Step 1 Internal review**

The first step will be for the person responsible for the original decision to reconsider their decision, based on the reasons given by the tenant or applicant. Their response will be in writing.

### **Step 2 Internal appeal**

If the person is still not happy with the decision, they can ask for a second internal review by the next level of accountability. They should put the details in writing, using the 'Complaints and Appeals' form or by writing a letter. They will reconsider the decision by listening to both the person appealing and the person who made the decision. Their response will be put in writing.

### **Step 3 External appeal**

If the applicant/tenant and **'WHAACL'** are unable to resolve problems associated with the appeal being made against the housing provider, then the case will be referred to the appropriate external body, such as the Aboriginal Tenants Advice and Advocacy Service or NCAT.

## APPENDICES

### **TENANT MANAGEMENT APPENDICES**

Appendix A – Housing Application Form

Appendix B – Housing Guidelines Letter Template

Appendix C – Complaints and Appeals Form

Appendix D – Tenants Advice and Advocacy Services Factsheets

Appendix E – NSW Civil Administrative Tribunal (NCAT) Information and Checklist

Appendix F – Sample of Tenancy Agreement and Bond application

Appendix G – Housing Tenant Evaluation Survey Template

Appendix H – Sample of Letter on offer to apply for lease at a WHAAC Property

Appendix I – Sample of Succession Request Application

Appendix J – Emergency, Associations and Contact details

### **THIRD PARTY PROPERTY MANAGEMENT APPENDICES**

Appendix J – Third Party - Nutrien Ag Solutions Limited Policies and Procedures

Appendix K – Rental Arrears Payment Plan Agreement

Appendix L – Rental Arrears Report sample

Appendix M – Repairs and Maintenance Request Form

Appendix N – Job Sheet/Work Order Request Form

Appendix O – Available on request due to privacy is an example of routine property inspection report

### **ASSOCIATED POLICIES AND MANUALS**

**(Available on request or at [www.waddihousing.com.au](http://www.waddihousing.com.au))**

1. Appeals and Complaints Policy
2. Board Code of Conduct
3. Board Confidentiality Policy
4. Board Succession and Mentoring Polic
5. Code of Conduct for Staff, Volunteers and Contractors
6. Conflict of Interest Policy
7. Delegations Policy and Schedule
8. Digital and Social Media Policy
9. Drugs and Alcohol Policy
10. Engagement of Contractors Policy
11. Ethical Policy – Fraud and Corruption
12. Financial Management Policies
13. Governance Policy
14. Governance, Risk and Compliance Manual
15. Health and Safety Policy Statement
16. Human Resources Policy
17. Risk Management Policy
18. Sexual Harassment Policy
19. Workplace Injury management and Return to Work Policy Statement
20. Whistleblower Policy
21. boriginal and Torres Strait Islander Identity Policy

## Associated Acts and Legislations

1. Waddi Housing and Advancement Corporation Ltd Act of Memorandum  
(Available on request or at [www.waddihousing.com.au](http://www.waddihousing.com.au))
2. Residential Tenancy Act 2010.  
Web Link: <https://legislation.nsw.gov.au/view/html/inforce/current/act-2010-042>  
Available at the Waddi Admin and Finance office.
3. Privacy and Personal Information and Protection Act 1998 (NSW)  
Web Link: <https://legislation.nsw.gov.au/view/html/inforce/current/act-1998-133>  
Available at the Waddi Admin and Finance office.
4. Public Governance, Performance and Accountability Act 2013  
Web Link: <https://www.legislation.gov.au/Details/C2017C00269>  
Available at the Waddi Admin and Finance office.



Waddi Housing and Advancement Corporation (WHAC)  
Policies with Expression of Interest for Social Housing

- a) This form is an Expression of Interest to have your name listed on the Housing Waiting List. It is a pre-approval for a housing offer in the future, it is NOT AN OFFER of housing for any current properties.
- b) This form is not a housing application form. All our leases are done through Rawlinson and Brown Real Estate. Upon an offer of a housing lease you will have to complete the lease application form, offer income and employment details as well as formal identification.
- c) Please be aware that for all our properties we require a 4-week bond and 2 weeks rent in advanced. The rental amount for houses is \$180.00 per week and units is \$170.00. This bond must be paid at lease application time. If the bond is not paid the property will automatically go to the next person on the list.
- d) You must be a current member of WHAC to be eligible to apply for housing with the Corporation. All membership fees are due by June 30<sup>th</sup> of each financial year.
- e) All decisions involving Applications, housing approvals and lease offers are solely the decision of the WHAC Board members. The Co-ordinator does not make any decisions of housing applications.
- f) Your Expression of Interest Application will be reviewed on an annual basis by the Corporation. If you do not respond to their correspondence, you will be deemed not interested in being on the current housing list.
- g) WHAC do not provide Emergency Housing. If you have special circumstance you want the Board to consider please write a letter and attach to this application form.
- h) If you reject any housing offers or do not provide bond/lease application requirements you will automatically go to the bottom of the Housing List.
- i) Please note that you will require a rental reference from both a Real Estate and a Personal Reference with this Expression of Interest Pre-Approval Form.
- j) The process is that once completed this form will get presented to the Board for the Board to vote of approval to be added to the Waiting List for housing. This vote will take place at the General Monthly Meeting which is held every 2<sup>nd</sup> Monday of the Month at 5pm. (Excluding January, July and December). Once the decision is made you will be notified of the outcome.

Waddi Housing and Advancement Corporation (WHAC)  
Expression of Interest for Housing Application Form

1.	Date of Application	.....
2.	Full Name:	.....
3.	Current Address:	..... ..... .....
4.	Date of Birth:	.....
5.	Are you of Aboriginal or Torres Strait Island Descent?	Yes <input type="checkbox"/> No <input type="checkbox"/> (Please note that you must be Aboriginal or Torres Strait Island Descent to applied for WHAC Housing. You must supply a copy of your Proof of Aboriginality with this Expression of Interest form.)
6.	Current location Status (please tick)	Currently Rented: <input type="checkbox"/> Family owned: <input type="checkbox"/> Owner of the property: <input type="checkbox"/> (Please note if you own any residential property you are ineligible to have housing through Waddi Housing and Advancement Corporation).
7.	Are you a WHAC Member?	Yes <input type="checkbox"/> No <input type="checkbox"/> Applied with housing application <input type="checkbox"/> (Please note that the WHAC Corporations Policy is that you must be a member of WHAC for six months before you are eligible for housing and you must reside in Darlington Point area for six months as a member).
8.	Have you lived in social housing previously?	Yes <input type="checkbox"/> No <input type="checkbox"/>
9.	Please list the organisations that have provided you with social housing accommodation?	..... ..... .....

10.	<p>Have you been evicted from a housing property or undertaken a hearing at the NSW Tribunal?</p> <p>Has anyone intending to live with you been evicted from a housing property or undertaken a hearing at the NSW Tribunal?</p>	<p>Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p>Yes <input type="checkbox"/> No <input type="checkbox"/></p>
11.	<p>If yes no question 9., please explain the circumstances and outcome?</p>	<p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p>
12.	<p>Please list all people (including your name) that will be residing in the household, including any extend family.</p>	<p><u>Applicant:</u></p> <p>Full Name:.....</p> <p>Age.....</p> <p>Employment Status..... (If a child/student please write N/A)</p> <p><u>Resident:</u></p> <p>Full Name:.....</p> <p>Age.....</p> <p>Relationship.....</p> <p>Employment Status..... (If a child/student please write N/A)</p> <p><u>Resident:</u></p> <p>Full Name:.....</p> <p>Age.....</p> <p>Relationship.....</p> <p>Employment Status..... (If a child/student please write N/A)</p>

Resident:

Full Name:.....

Age.....

Relationship.....

Employment Status.....

(If a child/student please write N/A)

Resident:

Full Name:.....

Age.....

Relationship.....

Employment Status.....

(If a child/student please write N/A)

Resident:

Full Name:.....

Age.....

Relationship.....

Employment Status.....

(If a child/student please write N/A)

Resident:

Full Name:.....

Age.....

Relationship.....

Employment Status.....

(If a child/student please write N/A)

Resident:

Full Name:.....

Age.....

Relationship.....

Employment Status.....

(If a child/student please write N/A)

13.	Do you or any of your family require special care, have a disability or require aged care?	Yes <input type="checkbox"/> No <input type="checkbox"/>  Please list type of care/disability to be considered: .....  Please inform WHAC of any housing considerations required for special care: ..... ..... .....
14.	Do you require a Carer?  If yes, will they reside at the property?  Is the Carer registered with Centrelink?  If yes, please provide Carer No. and Centrelink Registration Proof with application.	Yes <input type="checkbox"/> No <input type="checkbox"/>  Yes <input type="checkbox"/> No <input type="checkbox"/>  Yes <input type="checkbox"/> No <input type="checkbox"/>
15.	Do you require a Carer?  If yes, will they reside at the property?  Is the Carer registered with Centrelink?  If yes, please provide Carer No. and Centrelink Registration Proof with application.	Yes <input type="checkbox"/> No <input type="checkbox"/>  Yes <input type="checkbox"/> No <input type="checkbox"/>  Yes <input type="checkbox"/> No <input type="checkbox"/>
16.	Please provide the following contact information for notification of housing list expression of interest acceptance by the board, housing list placement and any offer of property lease.	Email .....  Mobile.....  Postal Address..... .....
17.	Communication Preference	Text <input type="checkbox"/> Mobile <input type="checkbox"/> Post <input type="checkbox"/>

Applicants Signature:

.....

Date:

.....

Chairperson Signature:

.....

Chairperson Name:

.....

Board Meeting Date:

.....

Resolution No.

.....

Director Signature:

.....

Director Name:

.....

Board Meeting Date:

.....

Resolution No.

.....

Co-Ordinators Signature:

.....

Date of Housing List  
Addition:

.....

Please attached the  
following forms:

Tick when attached

Proof of Identity

Proof of Aboriginality

Carer Registration

One Rental Reference

One Personal Reference



# WADDI HOUSING and ADVANCEMENT CORPORATION. LTD

11 CARRINGTON STREET, PO BOX 13,  
DARLINGTON POINT, N.S.W. 2706  
PHONE: 02 6968 1390 EMAIL: [info@waddihousing.com](mailto:info@waddihousing.com)  
[www.waddihousing.com.au](http://www.waddihousing.com.au)  
ABN 19 001 376 834

## WADDI HOUSING AND ADVANCEMENT CORPORATION LTD (WHAACL) HOUSING GUIDELINES

Welcome to your **'WHAACL'** house. We particularly request that you take notice of the following points during your tenancy.

**Please take the time to read the Waddi Housing and Advancement Corporation Housing and Governance Policies.**

**Rent Payments** – Rent **MUST** be paid promptly and in advance.

Rent **NOT** paid affects all of us, and it affects the future of the **'WHAACL'** housing program, because funding bodies take into account rental collection when reviewing future allocations and budget submissions.

It is the intention of **'WHAACL'** housing program to be very strict with respect to rent payments if you have a problem with paying rent, **THEN** let us know **as soon as possible**, in writing or verbally.

Failure to do the above could mean that you will:

- Automatically be given an eviction notice if your rent is in excess of four weeks behind.

**Use of Premises** – you must use the property only as a residence.

**Care of Property** – you should look after the property as if it were your own. In particular:

- Keep the kitchen and bathroom clean
- Look after the grounds
- Make sure small repairs are done so they do not become big problems

**Disturbance** - your music and general behaviour must not be such as to cause a disturbance or a nuisance to neighbours.

**Condition Report** – At the beginning of your tenancy, we will give you a report showing you the condition of your property. Please check this and sign and return it and let us have a copy back within 7 days.

Regular inspections will be carried out throughout your tenancy and the property should be kept in the same condition from the beginning of your tenancy.

**Repairs** – please notify the **'WHAACL'** promptly about any repairs that are needed. If you cause any damage, please notify the manager as soon as possible as we may be able to help you with the repair.

**Termination** – If you plan to leave your property, please give us as much notice as possible. If you stop paying rent you must realise that we will take quick action to ask you to leave. If you break your Residential Tenancy Agreement because of disturbance or damage etc., you may be asked to leave and it may even be decided that you would not be considered for any other **'WHAACL'** house.



## WADDI HOUSING and ADVANCEMENT CORPORATION. LTD

11 CARRINGTON STREET, PO BOX 13,  
DARLINGTON POINT, N.S.W. 2706  
PHONE: 02 6968 1390 EMAIL: [info@waddihousing.com](mailto:info@waddihousing.com)  
[www.waddihousing.com.au](http://www.waddihousing.com.au)  
ABN 19 001 376 834

**Subletting** – If you wish to bring more people into the property than originally agreed, you **MUST** first obtain **PERMISSION** from the manager or Board.

Any unauthorised sub-letting will result in **IMMEDIATE ACTION** to terminate your tenancy.

Please remember if you have any problems, let us know as soon as possible so that we can consider them and help where it is possible for us to assist.

If you have problems with meeting the rent, you should let the Property Manager at Nutrien Harcourt Griffith.

### Waddi Housing and Advancement Corporation Ltd Office Hours and role:

The Waddi Housing and Advancement Corporation Ltd office hours are Tuesday and Wednesday from 9am to 4pm and located at 15 Carrington Street, Darlington Point. This office is an administration office for the Corporation only. Tamileigh Chirgwin is the Finance, Governance and Compliance Co-Ordinator.

Membership, Corporation financial and community funding, housing and community applications are administered at this office.

No tenancy maintenance scheduling or rental payments or plans are arranged by this office. These are strictly conducted by your property manager at Nutrien Harcourt Griffith. Any concerns relating to these matters must be requested through your property Manager.

### Complaints or requests:

If you have any complaints or requests relating to your property allocation, please put in writing to the Directors of the Waddi Housing and Advancement Corporation Ltd Board. It may take up to 4-6 weeks to receive a reply depending of the urgency of the enquiry, as General Meetings are held once a month.

### Contact information:

**Nutrien Harcourt Griffith Property Manager and Team Leader**

**Nutrien Harcourts**

**9 Lenehan Road**

**Griffith NSW 2680**

**Office: 02 6962 1811**

**Mobile: 0447 646 614**

**Email: [candace.prudham@nutrien.com.au](mailto:candace.prudham@nutrien.com.au) Email: [harcourt.griffith@nutrien.com.au](mailto:harcourt.griffith@nutrien.com.au)**

### Waddi Housing and Advancement Corporation Ltd Contact Details:

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*Waddi Housing and Advancement Corporation representatives and members wish to extend respects to the traditional custodians of the land on which we live and work, the Elders past and present and to the children and young people of today, who are the Elders of tomorrow.*





## WADDI HOUSING and ADVANCEMENT CORPORATION. LTD

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PHONE: 02 6968 1390 EMAIL: [info@waddihousing.com](mailto:info@waddihousing.com)  
[www.waddihousing.com.au](http://www.waddihousing.com.au)  
ABN 19 001 376 834

### **Finance and Administration Office:**

15 Carrington Street, Darlington Point NSW 2706

Open Tues and Wed from 9am to 4pm.

[www.waddihousing.com.au](http://www.waddihousing.com.au) (You can lodge maintenance requests at this address)

Email: [info@waddihousing.com](mailto:info@waddihousing.com)

Office: 02 6968 1390

### **Governance, Finance and Compliance Co-ordinator**

Tamileigh Chirgwn

Mobile: 0428 681 398

### **Current Board:**

Chairperson: Maria Williams (Email: [chairperson@waddihousing.com](mailto:chairperson@waddihousing.com))

### **Directors:**

Ronald Krause (Treasurer) (Email: [treasurer@waddihousing.com](mailto:treasurer@waddihousing.com))

Michelle Callaway (Secretary) (Email: [secretary@waddihousing.com](mailto:secretary@waddihousing.com))

Gabrielle Reginato

Debbie Callaway

Yvonne Woods

Kathy McKenzie

Beau Edwards

Angela Goulding

### **Support Services:**

### **Murra Mia Tenant Advocacy Service (MMTAAS)**

Phone: 02 4472 9363

1800 672 185

### **Linking Communities Network Griffith**

Office Location: 177 Yambil St., Griffith NSW 2680

Phone: 02 6964 4804 After Hours: 1800 650 051

### **InterReach**

Office Location: Shop 2/63 Yambil St, Griffith NSW 2680

Phone: 1300 488 226

### **Salvation Army**

Office Location: 402 Banna Ave, Griffith NSW 2680

Phone: (02) 6964 3377

### **Service NSW**

Office Location: 12b Kooyoo St, Griffith NSW 2680

Phone: 13 77 88

### **Griffith Aboriginal Medical Service (Medical Only)**

Office Location: 38-42 Jondaryan Ave, Griffith NSW 2680

Phone: 02 6962 0000

### **Murrumbidgee Council/Valmar Services for Elders**

Local Council office, Carrington St. Darlington Point or call Cherie Chirgwin - 0447 261 035



# WADDI HOUSING and ADVANCEMENT CORPORATION. LTD

11 CARRINGTON STREET, PO BOX 13,  
DARLINGTON POINT, N.S.W. 2706  
PHONE: 02 6968 1390 EMAIL: [info@waddihousing.com](mailto:info@waddihousing.com)  
[www.waddihousing.com.au](http://www.waddihousing.com.au)  
ABN 19 001 376 834

## WADDI HOUSING AND ADVANCEMENT CORPORATION LTD (WHAACL) COMPLAINTS AND APPEALS FORM

Name: Mr/Mrs/Miss/Ms \_\_\_\_\_

Mailing Address \_\_\_\_\_

\_\_\_\_\_ Postcode \_\_\_\_\_

Email: \_\_\_\_\_ Mobile No: \_\_\_\_\_

Contact phone number during business hours: \_\_\_\_\_

Do you have a representative with whom you would like us to discuss your complaint?  
For example an Advocate or Support Officer, etc.

Yes Name of representative: \_\_\_\_\_

No Mailing Address: \_\_\_\_\_

Phone No: \_\_\_\_\_

Email: \_\_\_\_\_

***Please advise the property officer as soon as possible if any of your contact details change***

Are you lodging a Complaint **OR** are you lodging an Appeal

COMPLAINT (go to Section 1)  APPEAL (go to section 2)

### Section 1 - Complaints

**Who are you complaining about?**

Individual / Organisation / Agency \_\_\_\_\_

Individual(s) involved (if known) \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_ Post code \_\_\_\_\_

If you are complaining about more than one person/organisation/agency, please provide the details on an additional page.

I have an additional page  I do not have an additional page  
(tick which ever applicable)

*Waddi Housing and Advancement Corporation representatives and members wish to extend respects to the traditional custodians of the land on which we live and work, the Elders past and present and to the children and young people of today, who are the Elders of tomorrow.*



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ABN 19 001 376 834

## Have you complained to the person you are complaining about

The Board requires that, as an initial step, you raise complaint in writing with the person you are complaining about and allow them twenty eight (28) working days to respond. Have you done this?

YES  NO

If yes, what was its response, if any? Please attach a **copy** (not the original) of your complaint to the person you are complaining about and any letter of reply you have received.

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If no, is there any reason you cannot do so?

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## Your Complaint

### How do you believe your rights have been ignored / disregarded?

Please describe the events which you allege were an interference / barrier with your housing /application /allocation (attach additional sheets if necessary).

We need to know:

- What the events / circumstances are
- What happened
- Where it happened
- When it happened (include dates)
- Who did it (include names of individuals involved)
- How and when you found out about it, and
- Any other relevant details

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ABN 19 001 376 834

## Section 2 - Appeals

**What are you appealing about? (Please include copies of any correspondence)**

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**Who is the person that made the decision you are dissatisfied with?**

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**What is their title and where do they work?**

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**What outcomes are you seeking?**

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**How would you like us to respond to this matter?**

- In writing & Phone call
- In writing only  
(tick whichever is applicable)

*Waddi Housing and Advancement Corporation representatives and members wish to extend respects to the traditional custodians of the land on which we live and work, the Elders past and present and to the children and young people of today, who are the Elders of tomorrow.*



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ABN 19 001 376 834

**How would you like to see your complaint resolved? What outcome would you like?**

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Have you taken this complaint to another agency or organisation?

If yes, please give details and provide copies of relevant documents

Name of Agency / Organisation: \_\_\_\_\_

Date of Complaint \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_

Are they dealing with your complaint  Yes  No

## Documents

Please give us **copies** (not the original) of any documents they may help us to investigate your complaint (for example, any correspondence or records of conversations you have had with the person you are complaining about, including their letter of reply)

Please sign and date this form.

Signature: \_\_\_\_\_ Date \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_

*Waddi Housing and Advancement Corporation representatives and members wish to extend respects to the traditional custodians of the land on which we live and work, the Elders past and present and to the children and young people of today, who are the Elders of tomorrow.*

# Residential Tenancies Act 2010

As a tenant you have rights under the *Residential Tenancies Act 2010* and *Residential Tenancies Regulation 2019*. This factsheet briefly outlines NSW residential tenancies law – including coverage of the Act, your rights and obligations, and certain terms of the standard tenancy agreement.

## What the Act means for tenants

- Most residential tenancies in NSW are covered by the *Residential Tenancies Act 2010* ('the Act').
- The Act and the regulations set out a standard residential tenancy agreement that gives rights and obligations to landlords and tenants.
- The Act gives the NSW Civil and Administrative Tribunal (NCAT) power to hear and settle disputes about residential tenancies, including bond disputes.

## Who the Act covers

- private tenants who have a written or oral residential tenancy agreement
- social housing tenants, including tenants of DCJ Housing, community housing providers and the Aboriginal Housing Office. Social housing providers have certain specific rights and obligations under the Act
- people who *rent a home* in a land lease community

## Who/what the Act does not cover

- people who *own a home and rent a site* in a land lease community are covered by the *Residential (Land Lease) Communities Act 2013*. (see [thenoticeboard.org.au](http://thenoticeboard.org.au))
- 'protected' tenants living in premises covered by the former *Landlord and Tenant (Amendment) Act 1948*
- residential aged-care or respite-care premises
- serviced apartments, hotels, motels and backpackers hostels
- hospitals and nursing homes
- club premises used to provide temporary accommodation
- premises used mostly for the purpose of trade, profession, business or agriculture
- holiday parks occupation agreements
- retirement village residence contracts
- refuge or crisis accommodation agreements
- boarding and lodging agreements (see Factsheet 14: *Boarders and lodgers*)
- agreements giving the right to occupy residential premises for no more than 3 months for a holiday

## The Act also does not apply:

- where a tenant made an agreement in good faith for the sale, purchase or mortgage of the residential premises
- where a tenant is a shareholder living in company title premises
- where a tenancy agreement is part of an equity purchase agreement which gives the tenant an option to buy
- to most family arrangements.

## Your rights under the Act

- to be given a copy of the residential tenancy agreement, a condition report completed by the landlord/agent and the NSW Fair Trading *New tenant checklist*
- to have premises rented to you in a reasonable state of cleanliness and fit to live in
- to be given rent receipts (unless you pay rent into a nominated bank account)
- to be offered at least one means of paying the rent for which you do not incur a cost
- rent increases no more than once every 12 months, during a periodic (continuing) lease
- to be given 60 days written notice of a rent increase
- to have quiet enjoyment and use of the premises – the landlord/agent must not interfere with your possession of the premises
- to have reasonable peace, comfort and privacy
- to have reasonable locks and security
- to have reasonable repairs and maintenance done
- to be given permission to make changes of a minor nature, e.g. installing curtains or child safety measures
- to be repaid for any urgent repairs that you have paid for – up to \$1000
- to apply to the Tribunal for orders if the landlord has broken the tenancy agreement
- to be given written notice of the landlord wanting to end the tenancy agreement
- to be notified of the change of name and address of the landlord or their agent
- to refuse the landlord access except in certain circumstances and with proper notice
- not to be unlawfully evicted.

## Your obligations under the Act

- to fill out the condition report and give the landlord/agent a copy within 7 days
- to pay rent on time
- to pay water usage and utility charges (electricity, gas or oil) on time, if the premises are separately metered and have prescribed water efficiency measures installed
- to care for the premises
- to pay for any damage caused by you or your guests
- to report the need for any repairs or maintenance
- not to make alterations or additions without the landlord's permission (the landlord must not unreasonably withhold consent for changes of a minor nature)
- not to alter, remove or add a lock or security device without the landlord's consent (except in certain domestic violence situations)
- not to use or permit the premises to be used for an illegal purpose
- not to cause or permit a nuisance
- not to interfere with the peace, comfort or privacy of neighbours
- to give correct written notice when you leave
- to leave the premises in a similar condition to when you rented them, except for normal wear and tear.

## Terms of the standard tenancy agreement

The Act says that landlords must use the standard terms set out in the *Residential Tenancies Regulation 2019*. Many of the terms are the same as those listed above.

The terms of the standard residential tenancy agreement cannot be varied (except for tenancy agreements that are for a fixed term of 20 years or more – contact your local Tenants' Advice and Advocacy Service for more information).

If you do not carry out your responsibilities you can be said to have 'breached' (broken) term/s of the agreement.

### Prohibited terms

Section 19(2) of the Act says: "Terms having the following effects must not be included in a residential tenancy agreement:

- a. that the tenant must have the carpet professionally cleaned, or pay the cost of such cleaning, at the end of the tenancy [unless the cleaning is required because animals have been kept on the premises during the tenancy],
- b. that the tenant must take out a specified, or any, form of insurance,
- c. exempting the landlord from liability for any act or omission by the landlord, the landlord's agent or any person acting on behalf of the landlord or landlord's agent,
- d. that, if the tenant breaches the agreement, the tenant is liable to pay all or any part of the remaining rent under the agreement, increased rent, a penalty or liquidated damages,
- e. that, if the tenant does not breach the agreement, the rent is or may be reduced or the tenant is to be or may be paid a rebate of rent or other benefit."

In addition, the Regulation says:

"A residential tenancy agreement must not contain a term having the effect that the tenant must use the services of a specified person or business to carry out any of the tenant's obligations under the agreement."

### Inconsistent and prohibited terms are void

A term is void if it is:

- inconsistent with any term of the standard residential tenancy agreement, or
- prohibited by the Act or regulations.

### Additional terms

Additional terms may be included in the standard residential tenancy agreement if:

- both you and the landlord agree to them
- they do not conflict with the *Residential Tenancies Act 2010* or any other legislation
- they do not conflict with the terms of the standard agreement.

If you are unsure about an additional term, get advice from your local Tenants' Advice and Advocacy Service or apply to the Tribunal for an order that the term is invalid.

*Factsheet updated March 2020*

**For free tenancy advice, call your local Tenants' Advice and Advocacy Service:**

#### SYDNEY:

- Eastern 9386 9147
- Inner 9698 5975
- Inner West 9559 2899
- Northern 9559 2899
- Southern 9787 4679
- South West 4628 1678
- Western 8833 0933

#### REGIONAL:

- Blue Mountains 4704 0201
- Central Coast 4353 5515
- Hunter 4969 7666
- Illawarra Sth Coast 4274 3475
- Mid Coast 6583 9866
- Northern Rivers 6621 1022
- Northwest NSW 1800 836 268
- Southwest NSW 1300 483 786

#### ABORIGINAL:

- Sydney 9833 3314
- West NSW 6881 5700
- South NSW 1800 672 185
- North NSW 1800 248 913

**WEBSITE:** tenants.org.au

**NSW FAIR TRADING:** 13 32 20

This factsheet is intended as a guide to the law and should not be used as a substitute for legal advice. It applies to people who live in, or are affected by, the law as it applies in New South Wales, Australia. ©Tenants' Union of NSW



# Starting a tenancy

As a tenant you have rights under the *Residential Tenancies Act 2010* and *Residential Tenancies Regulation 2019*. This factsheet outlines the law in NSW about starting a tenancy – including the form of the residential tenancies agreement, what information you can expect the landlord or agent to provide, what costs you can be asked to pay, and the rules about the condition report.

## The residential tenancy agreement

The residential tenancy agreement is a contract. It has standard 'terms' that are the tenant's and landlord's rights and obligations.

Tenancy agreements are usually in written form. They can also be oral (e.g. a conversation with the landlord), or partly written–partly oral. All agreements must follow the *Residential Tenancies Act 2010* ('the Act').

A landlord should provide the tenancy agreement in writing. If not, then during the first 6 months of the tenancy, they cannot increase the rent and cannot end the tenancy without a legally specified reason.

There are two types of agreement:

- fixed term – for a specified period (e.g. 12 months)
- periodic – ongoing, no fixed term is specified

### Additional terms

The landlord may include additional terms in the standard tenancy agreement if:

- both you and the landlord agree to them
- they do not conflict with the Act 2010 or any other laws
- they don't conflict with the terms of the standard agreement

Also see Factsheet 01: *Residential Tenancies Act*.

### Tenancy agreements in share housing

If you rent part of the premises from another tenant, it is in your interest to have a written tenancy agreement with them. See Factsheet 15: *Share Housing* and Factsheet 18: *Transfer and sub-letting*.

## Landlord/agent to provide information

### Before signing a tenancy agreement

If a landlord decides to enter into a tenancy agreement with you, they (or their agent) must not knowingly hide any of these 'material facts' from you:

- the premises have been subject to serious flooding or bushfire in the last 5 years
- the premises have significant health/safety risks that are not apparent on inspection
- the premises have been the scene of a serious violent crime in the last 5 years
- council waste services will be different from others in the council area
- you cannot get a free residential parking permit (in an area where only paid parking is available)
- the premises have a driveway or walkway that others can legally use
- the premises was the scene of a drug offence under the *Drug Misuse and Trafficking Act 1985* in the last 2 years
- the premises is listed on the Loose-fill Asbestos

Insulation (LFAI) Register maintained under the *Home Building Act 1989*

- if you are renting in a strata scheme – any scheduled repairs to common property during your fixed term

If your premises is in a building where a rectification of the building's external combustible cladding is required, the landlord/agent must tell you if any of the following have been issued in relation to this:

- fire safety order / notice of intention to issue a fire safety order
- a building rectification order or notice of intention to issue a building rectification order
- a development application or complying development certificate application for rectification of the building

The landlord (or their agent, if the agent is aware) must also tell you if either of the following apply:

- they propose to sell the premises (if they have prepared a contract for sale of the premises)
- a mortgagee has started court proceedings to enforce a mortgage over the premises.

You may be able to terminate your tenancy if your landlord fails to disclose any of these material facts to you. See Factsheet 09: *You want to leave*.

### Landlord's information statement

A landlord must sign an acknowledgment on the tenancy agreement that they have read and understood the contents of an information statement which sets out the landlord's rights and obligations under the law.

Real estate agents signing this acknowledgement must first obtain a written statement from the landlord that the landlord has read and understood their rights and obligations as set out in the information statement.

Social housing providers (including NSW Land and Housing Corporation, community housing providers & the Aboriginal Housing Office) are exempt from signing this acknowledgment.

### On signing a tenancy agreement

The landlord/agent must give you a NSW Fair Trading *New tenant checklist*. If you are renting in a strata scheme, they must give you a copy of the strata by-laws within 7 days, and inform you if a strata renewal committee is currently established for the scheme.

### Landlord's/agent's contact details

Before or when you sign the tenancy agreement, the landlord/agent must give you these contact details in writing (or include them in the tenancy agreement):

- the name, phone number and business address of the landlord's agent (if any) and the name and phone number or other contact details of the landlord
- (if there is no agent) the business or residential address



and phone number of the landlord

- (if the landlord is a corporation) the name and business address of the corporation.

## Costs at the start of a tenancy

A landlord/agent can only ask you to pay:

- a holding fee • rent in advance • a bond.

Get a detailed receipt for any payments you make.

### Financial help

The Rentstart loan scheme helps disadvantaged tenants in the private rental market with money for bond and rent in advance. Apply through DCJ Housing (call 1300 468 746).

### Holding fees

A landlord/agent may ask you to pay a holding fee on approval of your application for a tenancy. The most they can ask for is one week's rent.

The landlord/agent can hold only one fee at a time. On receiving a holding fee, they can't enter into an agreement with another prospective tenant for 7 days (or longer, if you both agree).

Upon signing the tenancy agreement, the fee goes toward the rent from the first day of your tenancy.

The landlord/agent must refund the fee if:

- they decline to enter into the tenancy agreement, or
- you refuse to enter into the tenancy agreement because the landlord/agent made any false or misleading statement, or they failed to tell you any 'material facts'.

If you otherwise decide not to enter into the tenancy agreement, the landlord/agent can keep the fee.

### Rent in advance

The landlord/agent or the tenancy agreement cannot require you to pay more than 2 weeks rent in advance (you may choose to pay more). They cannot demand further rent until it falls due and cannot ask for a post-dated cheque.

### Bond

The bond is money you pay at the start as security in case you don't follow the terms of the tenancy agreement.

- The bond must only be in the form of money.
- The landlord/agent must take only one bond for a tenancy agreement.
- The bond must not be more than an amount of 4 weeks rent.
- The landlord/agent must not require that you pay a bond before you sign a tenancy agreement.
- The landlord/agent must deposit the bond with Fair Trading
- The landlord/agent must give you the option of using the voluntary NSW Fair Trading Rental Bonds Online system, however they may not require you to use this system.

See Factsheet 03: *Bond* for more information.

## The condition report

The landlord/agent must fill in a condition report and provide this to you when you move in. The report describes the condition of the premises. The landlord/agent must give you 2 copies – one for you to keep and one for you to return to them. You must complete your condition report and return one copy to the landlord or agent within 7 days of moving in. If the landlord/agent does not give you a condition report, write a detailed report on the condition of the premises yourself and have a witness sign and date it.

### Completing the report

Inspect the premises and complete the report carefully. The report will be used as evidence if the landlord/agent disputes the return of your bond at the end of the tenancy. It is also a good idea to take photographs at the start (and the end) of the tenancy, and store them in a safe place.

If the landlord undertakes to do cleaning, repairs, additions or other work, write details in the section 'Landlord's promise to undertake work'.

## Keys for each tenant

The landlord/agent must give each tenant named in the tenancy agreement a free copy of the keys (or other opening devices) for the premises and for common property that the tenants are entitled to access.

## Disputes and complaints

Get advice from your local Tenants' Advice Service about applying to the Tribunal or complaining to Fair Trading.

You can apply to the Tribunal for order/s that:

- the landlord prepares and enters into a written tenancy agreement
- a term of the tenancy agreement is invalid because it is inconsistent with the law
- a holding fee is refunded to you (whether or not you enter into a tenancy agreement)
- the condition report is amended

You can complain to Fair Trading if a landlord/agent, for example:

- charges extra (other than holding fee, rent in advance and bond) before you enter into an agreement, or for preparing a written agreement
- withholds any 'material facts', proposed sale or mortgagee action, or makes any false/misleading statement before you enter into an agreement
- includes prohibited terms in the tenancy agreement (see Factsheet 01: *Residential Tenancies Act*).
- asks for a bond of more than 4 weeks rent

Factsheet updated: March 2020

For free tenancy advice, call your local Tenants' Advice and Advocacy Service:

### SYDNEY:

• Eastern	9386 9147
• Inner	9698 5975
• Inner West	9559 2899
• Northern	9559 2899
• Southern	9787 4679
• South West	4628 1678
• Western	8833 0933

### REGIONAL:

• Blue Mountains	4704 0201
• Central Coast	4353 5515
• Hunter	4969 7666
• Illawarra Sth Coast	4274 3475
• Mid Coast	6583 9866
• Northern Rivers	6621 1022
• Northwest NSW	1800 836 268
• Southwest NSW	1300 483 786

### ABORIGINAL:

• Sydney	9833 3314
• West NSW	6881 5700
• South NSW	1800 672 185
• North NSW	1800 248 913

WEBSITE: [tenants.org.au](http://tenants.org.au)

NSW FAIR TRADING: 13 32 20

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# Bond

As a tenant you have rights under the *Residential Tenancies Act 2010* and *Residential Tenancies Regulation 2019*. This factsheet outlines the law in NSW about rental bonds, including ways to pay the bond, the landlord's obligations, claiming the bond, and Rental Bonds Online.

## About the bond

The bond is money you pay at the start of the tenancy as security in case you do not follow the tenancy agreement. A bond is not compulsory but most landlords/agents ask for one. There are restrictions; the landlord/agent can only ask for:

- a bond in the form of money (you cannot be asked for a written guarantee, for example)
- one bond for the one tenancy agreement

The most bond you can be required to pay is an amount equal to 4 weeks rent (that is, the amount of rent you agreed to pay at the start of the tenancy).

The landlord/agent cannot require you to pay a bond to them before you sign a tenancy agreement.

The landlord/agent cannot require you to pay more (or another) bond when the rent is increased or if a new tenant moves in.

## Paying the bond

You can pay the bond:

- as a lump sum, or
- in instalments starting from when you sign the tenancy agreement – if the landlord agrees

When you pay the bond, the landlord/agent must give you:

- a receipt for any payment/s you make – unless details of the payment are recorded in your tenancy agreement
- a 'Bond Lodgement' form with details about how much bond you have paid – this will be sent off with the bond

You and the landlord/agent should sign the lodgement form.

## Help with paying the bond

The 'Rentstart' scheme offers help to people with low incomes renting in the private market to pay the bond. Apply through your local DCJ Housing office.

## Deposit of the bond

The landlord/agent must deposit the bond with NSW Fair Trading. For lump-sum payments:

- a landlord must deposit the bond within 10 working days after it is paid
- an agent must deposit the bond within 10 working days after the end of the month

For a bond paid in instalments, the periods for depositing the bond with Fair Trading vary according to when your instalments are made. (Contact Fair Trading for more info.)

Once the landlord/agent has deposited the bond, Fair Trading will send you a deposit notice and a rental bond number. Keep these in a safe place with your tenancy agreement.

If you do not receive a deposit notice, contact Fair Trading to find out if landlord/agent has deposited the bond. If the landlord/agent does not deposit the bond within the required period, they can be fined up to \$2,200.

## Change of shared tenancy

To change the names of the tenants registered for the bond, fill in a 'Change of Shared Tenancy Arrangement' form (from Fair Trading). Have it signed by the outgoing and incoming tenants and the landlord/agent and return it to Fair Trading.

Note:

- At least one of the original tenants must remain in occupation for you to use this form.
- If any of the tenants used Rentstart to help them pay the bond, you cannot use this form.
- This form cannot be used to transfer a tenancy (see Factsheet 18: *Transfer and sub-letting*).

## Transfer of bond

You can transfer your bond to a new tenancy if:

- the same tenants are all moving to the new tenancy
- the landlord/agent of the original tenancy agrees and they are not claiming any of the bond

Fill in a 'Transfer of Bond' form (from Fair Trading). Have it signed by:

- all the tenants named on the bond deposit notice
- the original landlord/agent

Attach this form to the new 'Bond Lodgement' form.

You cannot transfer the bond if any of the tenants used 'Rentstart' to pay the bond.

## Claiming the bond back

At the end of the tenancy, fill in a 'Claim for Refund of Bond Money' form from NSW Fair Trading (or see below for information about Rental Bonds Online).

If you and the landlord/agent agree about the amount to be returned, sign the completed form and have the landlord/agent sign it. Return the form to Fair Trading by post, email ([bondclaims@finance.nsw.gov.au](mailto:bondclaims@finance.nsw.gov.au)), or in person. Fair Trading can deposit the money into your bank account or post a cheque to your new address.

You can still make a claim if you disagree about the amount of bond to be returned to you. Fill in the form with the amount that you want paid. You do not need the landlord's/agent's signature. Return the form to Fair Trading.

Fair Trading will give the landlord/agent written notice that you have made a claim. If the landlord/agent does not dispute it, Fair Trading will pay your claim after 14 days.

If the landlord/agent does dispute your claim, they must apply to the NSW Civil and Administrative Tribunal (NCAT) within 14 days of receiving the notice and tell Fair Trading in writing that they have done so.

The Tribunal will decide how the bond will be paid out.

## Claim by landlord/agent

If the landlord/agent wants to make a claim from the bond without your agreement, they must give you:

- a copy of the condition report completed at the end of the tenancy agreement
- copies of estimates, quotes, invoices or receipts for work they are claiming

They must provide these to you within 7 days of making the claim.

Fair Trading will give you written notice that the landlord/agent has made the claim. To dispute their claim, you must:

- apply to the Tribunal for an order to pay all or part of the bond to you (within 14 days of receiving the claim notice – use the 'Rental Bond Application' form from the Tribunal)
- give written notice to Fair Trading that you have made the application

The Tribunal will decide how the bond is paid out.

You can still apply to the Tribunal for a refund of all or part of the bond, even if Fair Trading has paid the landlord's claim. You must apply within 6 months after the bond is paid out.

## What the landlord/agent may claim for

The landlord/agent may claim from the bond:

- the reasonable cost of:
  - repairs: if you, another occupant or a guest has damaged the premises or goods leased with the premises (other than 'fair wear and tear')
  - cleaning: if you have left any part of the premises not reasonably clean
  - replacing locks or other security devices: if you have altered, removed or added these without the landlord's consent

- rent or other charges you owe under the tenancy agreement

The landlord/agent is not limited to claiming for the above.

## Rental Bonds Online

NSW Fair Trading provides a voluntary online rental bond system that allows tenants and landlords to manage their bonds. Rental Bonds Online allows payment of bonds through bpay and bank transfer.

All landlords and agents must give you the option to use the online system if you want. A landlord who requires you to use Rental Bonds Online when you do not want to may be fined \$2,200.

You can find out more about Rental Bonds Online at: [fairtrading.nsw.gov.au/housing-and-property/renting/rental-bonds-online](http://fairtrading.nsw.gov.au/housing-and-property/renting/rental-bonds-online)

## Bond refund to former co-tenant

On request, the remaining tenant/s must pay back a former co-tenant's bond – less any rent owed or other reasonable costs – within 14 days of the request.

This does not apply if:

- the former co-tenant's debts exceed the amount of bond money they paid, or
- the former co-tenant has been excluded from the premises by a final apprehended violence order

If a former co-tenant disagrees about how the bond is paid out to them, they can apply to the Tribunal to resolve the matter. They must apply within 6 months after the bond is paid out.

## See also

Factsheet 11: NSW Civil and Administrative Tribunal

## Contacts

- NSW Fair Trading: phone 133 220, [fairtrading.nsw.gov.au](http://fairtrading.nsw.gov.au)
- DCJ Housing: phone 1800 422 322
- NSW Civil and Administrative Tribunal: phone 1300 006 228, [ncat.nsw.gov.au](http://ncat.nsw.gov.au)

*Factsheet updated: March 2020*

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# Rent increases

As a tenant you have rights under the *Residential Tenancies Act 2010* and *Residential Tenancies Regulation 2019*. This factsheet summarises the law in NSW about how rent may be increased, including how often it may be increased, correct notice, and what to do if the increase is excessive.

## How rent may be increased

The landlord/agent may increase the rent provided that:

- they give you correct written notice of the increase
- a rent increase is permitted under your tenancy agreement

If you are a tenant of Housing NSW or the Aboriginal Housing Office, see 'Housing NSW and AHO tenancies' below.

## How often rent may be increased

This depends on the type of tenancy agreement you have – see the table below.

A *fixed-term* agreement is for a specified period (e.g. 6 months). A *periodic*, or 'continuing' agreement is one where the fixed term has expired or no fixed term is specified.

Agreement type	Permitted frequency
Fixed-term of 2 years or more	once in any 12-month period
Fixed-term of less than 2 years	(see below)
Periodic (ongoing)	once in any 12-month period <sup>[1]</sup>

1. As of March 2020, rent increases for periodic leases are limited to once in 12 months. However different rules apply if you are a tenant of DCJ Housing or the Aboriginal Housing Office – see below.

### Fixed-term agreements of less than 2 years

The landlord/agent can only increase the rent if your agreement sets out the amount of the increase or the method of calculating it. Also see below for notice rules.

## Correct notice of rent increase

The landlord/agent must give you 60 days written notice of a rent increase. The notice must specify:

- the increased rent
- the day from which the increased rent applies

If the landlord/agent posts the notice, they must allow an extra 7 working days for delivery.

Different rules apply if you are a tenant of DCJ Housing or the Aboriginal Housing Office – see below.

## Incorrect notice

If you do not get 60 days notice and/or notice is not given in writing, you do not have to pay the increased rent.

You can write to the landlord/agent explaining that the notice is incorrect. Continue to pay your current rent.

If the landlord/agent still wants to increase the rent, they must give you a new notice.

### Fixed-term agreements of less than 2 years

If you have a fixed term agreement of less than 2 years, your landlord does not have to give you 60 days written notice of a rent increase if your agreement sets out:

- an amount for your rent increase; and
- the day from which the increased rent applies.

## Excessive rent increases

If you think a rent increase is excessive, you can:

- negotiate with the landlord/agent to lower or withdraw the increase, and/or
- apply to the NSW Civil and Administrative Tribunal (NCAT) for an order that the new rent is excessive. You must apply within 30 days of getting a rent-increase notice. (See below for more detail about applying to the Tribunal).

## Negotiating a smaller rent increase

Ask to meet with the landlord/agent. You can offer to pay a little extra rent per week or to pay the increase gradually over 6–12 months. If the landlord/agent seems interested, put a proposal in writing.

While negotiating, apply to the Tribunal within the 30-day time limit in case you cannot come to an agreement.

## Applying for an excessive rent order

If the Tribunal finds that a rent increase excessive, it will make an *excessive rent order*. The order will specify:

- the amount that the rent must not exceed
- the day from which this maximum rent applies – for a period of up to 12 months

When deciding if a rent increase is excessive, the Tribunal will consider:



- rents for similar premises in the same or a similar area ('general market level of rents')
- the landlord's outgoing under the tenancy agreement
- any fittings, appliances or other goods, services or facilities provided with the premises
- the state of repair of the premises
- the accommodation and amenities provided in the premises
- when the last increase was
- any work you have done to the premises
- any other matter it considers relevant

The Tribunal will not consider your income or whether you can afford the increase.

### Preparing an excessive rent case

Gather evidence to present at the Tribunal hearing:

- Look at similar properties in your area (at least 3), take photos, and gather evidence of the rent for the properties (through real estate agent listings or statutory declarations from current tenants – newspaper clippings are not enough).
- Check out your area and dwelling type on our *Rent Tracker Postcode Tool*: [tenants.org.au/resource/rent-tracker-postcode-tool](https://tenants.org.au/resource/rent-tracker-postcode-tool).
- Refer to the latest *Rent and Sales Report* on the DCJ Housing website (<https://www.facs.nsw.gov.au/resources/statistics/rent-and-sales>), which has the average rents in every local government area in NSW.
- Make a list of repairs done by the landlord (if any).
- Make a list of all rent increases since you lived at the premises.
- Gather receipts for any work you have had done to the premises with the landlord's consent.
- Take photos showing the condition of the premises.
- Find out if council and water rates have increased in recent years – get this in writing if possible (in case the landlord claims increased charges as a reason for the rent increase).

See Factsheet 11: *NSW Civil and Administrative Tribunal* and contact your local Tenants' Advice and Advocacy Service for advice.

## FACS Housing and AHO tenancies

If you have a periodic agreement, DCJ Housing and the Aboriginal Housing Office can increase your rent more than once in any 12 month period, if you are receiving a rental rebate.

DCJ Housing and the Aboriginal Housing Office can also change your rent rebate without giving you 60 days notice.

To dispute a change to your rent rebate, appeal to the Housing Appeals Committee – you cannot apply to the Tribunal about it.

If your rent rebate is cancelled, you can apply to the Tribunal for an excessive rent order (see above).

Contact your local Tenants' Advice and Advocacy Service with any questions.

### See also

- *Rent Tracker Postcode Tool*: [tenants.org.au/resource/rent-tracker-postcode-tool](https://tenants.org.au/resource/rent-tracker-postcode-tool).
- Factsheet 5: *Rent arrears*
- Factsheet 11: *NSW Civil and Administrative Tribunal*

### Contacts

- NSW Civil and Administrative Tribunal: phone 1300 006 228, [ncat.nsw.gov.au](https://ncat.nsw.gov.au)
- Housing Appeals Committee: phone 02 8741 2555, free call 1800 629 794, [www.hac.nsw.gov.au](https://www.hac.nsw.gov.au)

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# Rent arrears and other arrears

As a tenant you have rights under the *Residential Tenancies Act 2010* and *Residential Tenancies Regulation 2019*. This factsheet summarises the law in NSW about arrears – being behind in rent or other payments.

## You must pay rent in advance

If you have not paid rent by when it is due, you are in rent arrears. This is a breach of your tenancy agreement.

You do not have to pay more than 2 weeks rent in advance.

If the landlord/agent tells you that you are behind in your rent, do not ignore it. Check your rent receipts or other records to see if a mistake has been made.

## Rent Arrears

If you are in breach of agreement solely for rent arrears and the landlord/agent wants to end your tenancy, they can give you a *non-payment termination notice* (see below). The rent must remain unpaid for 14 days or more before they can give you this notice.

## Arrears of water or other utility charges

The landlord/agent can also give you a non-payment termination notice if you have not paid your water usage charges or other utility charges. The water or utility charges must remain unpaid for 14 days or more before they can give you this notice.

You should check if you have been charged correctly for these other charges. There are strict rules as to when the landlord is allowed to charge you water or other utilities.

See Factsheet 23: *Utilities* for more information.

## Are you in arrears?

You should firstly check if your landlord/agent is actually correct in saying that you are in rental arrears. Remember, you are entitled to a “rent record” from your landlord/agent and you can make a written request for the record, which has to be provided to you within 7 days. Compare your own records to check if you are actually that far behind in rent.

Similarly, your landlord/agent can only ask you to pay for water and/or other utilities if the rules are satisfied. See Factsheet 23: *Utilities* for more information.

If you agree that you are in arrears, then you should (where possible) pay the arrears off or otherwise, try to come to an agreement with the landlord/agent about paying off the arrears over time. Send them a letter confirming the agreement.

Make notes of any conversations you have and keep copies of all letters. This may be helpful if you have to go to the NSW Civil and Administrative Tribunal (NCAT) at a later date.

If needed, seek help from a financial counselling service such

as Credit and Debt Hotline (free call 1800 808 488). Ask the service to write a letter confirming your financial situation and your ability to pay rent and arrears.

## The non-payment termination notice

A non-payment termination notice must be in writing, signed by the landlord/agent and set out:

- the address of the premises
- the day by which the landlord/agent wants you to vacate – they must give you at least 14 days’ notice
- the ground for the notice: non-payment of rent, water usage charges or utility charges

The notice must also say that you are not required to vacate the premises if you:

- pay all the rent, water usage charges or utility charges owing (this includes rent paid 2 weeks in advance), or
- enter into, and fully comply with, a repayment plan agreed with the landlord

The landlord/agent must properly send or deliver the notice to you: in person, by post, by email (to an email address you have specified for documents of that kind), or by hand in an addressed envelope to a mailbox at your home or business address.

If the notice is posted, the landlord/agent must allow an extra 7 working days for delivery.

The landlord/agent can give you a termination notice without first asking you to pay the arrears.

## Application for a termination order

A non-payment termination notice alone does not end your tenancy. It ends once you give *vacant possession* – vacate the premises and return the keys. If you do not give vacant possession, the landlord/agent can apply to the Tribunal for a *termination order*.

A termination order ends the tenancy and specifies the day by which you must give vacant possession.

The landlord/agent may apply for a termination order at the same time they give you a non-payment termination notice. However, the Tribunal cannot consider the application until after the date for vacant possession in the notice.

If you pay all arrears owing or fully comply with an agreed repayment plan, the Tribunal cannot make a termination order and your tenancy will continue. However, if the Tribunal finds that you have “frequently failed to pay”, it could still make the termination order.

## Frequent failure to pay

The landlord/agent may apply for a termination order on the basis that you have also 'frequently failed' to pay the rent and other water usage charges. The Tribunal may terminate your tenancy even if you have paid all the rent owing.

The legislation does not give a standard for what 'frequently failed to pay' means. However, the Tribunal will consider: the duration of the tenancy, the number of times you have fallen behind in payment, that amount that is owing, to work out if this has happened 'frequently'.

## Steps in the Tribunal

If the landlord/agent has applied to the tribunal, you will receive a 'Notice of Conciliation and Hearing' with the date, time and place of the hearing.

### 1) Attend the hearing

Attend the hearing even if you have already paid all the rent, water charges or utility charges owing or the landlord/agent tells you not to attend. Take all letters, receipts and other evidence to support your case.

### 2) Conciliation

The Tribunal Member will encourage you and the landlord/agent to resolve the arrears problem together in conciliation. If you think the landlord/agent has made a mistake about the arrears or with the termination notice, tell the conciliator or the Tribunal Member straight away.

If you agree that you owe arrears you can make an agreement with the landlord to pay it back over a period of time. Explain your situation and show that you can pay off the arrears (e.g. show a letter from a financial counsellor). Do not offer to pay more than you can afford. (If you cannot meet the agreement, the landlord/agent may apply to terminate your tenancy.)

If you can't agree, the case will be heard by a Tribunal Member.

### 3) At the hearing

- Ask the Tribunal Member for time to bring your arrears up to date and to allow you to continue your tenancy.
- Show the Tribunal Member all the letters or rent receipts that you have brought with you.
- Explain how much extra you can afford to pay per week.
- Explain why you have fallen into arrears (e.g. loss of employment, health reasons – bring documents).
- Tell the Tribunal Member about any hardship that you or your family may undergo if you have to leave.
- Explain how you are able to sustain the tenancy in future.

The Tribunal Member will look at your evidence and that of the landlord/agent. When deciding whether to make the termination order, the Tribunal Member may consider:

- any previous times you were in arrears
- any steps you have taken to pay off the arrears
- the history of the tenancy

The Tribunal may refuse to make a termination order if it finds that you not in arrears or that you have not 'frequently failed' to pay rent and/or other charges on time.

## If the Tribunal makes a termination order

Your tenancy is terminated – you must return the premises to the landlord. The Tribunal will consider the relative hardship to you & the landlord and specify the day for vacant possession.

The Tribunal may also order that you have 'frequently failed to pay' the rent, if the landlord included this in their application.

If you do not vacate by the day specified on the order, the landlord/agent can get a warrant for possession from the Tribunal and go to the Sheriff. A sheriff's officer will enforce the warrant by evicting you from the premises. They can use police help if they need to physically remove you.

Contact the local Sheriff's office to find out when the warrant may be enforced. Move your belongings to storage if you can. If you're evicted and your belongings are still at the place, see Factsheet 25: *Goods left behind* for how to recover them.

## You may still save your tenancy

After the Tribunal has made a termination order, you may still save your tenancy if:

- the Tribunal has not found that you have 'frequently failed to pay' the rent or water usage charges, and
- the Sheriff hasn't enforced the warrant for possession yet

Pay all the rent, water usage charges or utility charges owing, including rent in advance, and tell the landlord/agent that you have done so. The landlord/agent must then tell the Sheriff, who then will not enforce of the warrant for possession.

If the landlord/agent fails to notify the Sheriff, they face a fine of \$2,200. If the landlord/agent threatens you with eviction by the Sheriff after you have paid the full amount that you owe, apply to the Tribunal for a 'stay' on the termination order. Contact your local Tenants' Advice Service.

## See also

- Information Sheet: *Warrants for possession in tenancy*
- Factsheet 10: *Landlord ends agreement*
- Factsheet 11: *NSW Civil and Administrative Tribunal*
- Factsheet 23: *Utilities*

**Contact Regional Sheriff's offices:** [courts.justice.nsw.gov.au/Pages/cats/catscorporate\\_contactus/contact\\_sheriff\\_nsw.aspx](https://courts.justice.nsw.gov.au/Pages/cats/catscorporate_contactus/contact_sheriff_nsw.aspx) or phone 8688 4080 for your local office.

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# Repairs and maintenance

As a tenant you have rights under the *Residential Tenancies Act 2010* and *Residential Tenancies Regulation 2019*. This factsheet summarises the law in NSW about repairs and maintenance for rented premises – including the obligations of landlord and tenant, and how to get repairs done, whether they are ‘urgent’ or ‘non-urgent’.

## Your obligations as a tenant

Under the terms of the standard residential tenancy agreement (your lease), you agree to:

- keep the premises ‘reasonably’ clean
- tell the landlord of any damage/disrepair as soon as possible
- leave the premises as near as possible to the condition they were in at the start of the tenancy, except for ‘fair wear & tear’
- not damage or permit damage to the premises deliberately or negligently – you are responsible for damage by anyone who you have allowed onto the premises
- not add or remove any fixtures or do any renovations or alterations to the premises without the landlord’s written consent (unless permitted under the tenancy agreement)

If you do not meet these obligations, the landlord may apply to the NSW Civil and Administrative Tribunal (NCAT) for order/s that you comply with your tenancy agreement, or to end your tenancy or for compensation.

## The landlord’s obligations

The landlord agrees to:

- provide the premises in a ‘reasonably’ clean state and fit for you to live in
  - provide & maintain the premises in ‘reasonable’ repair, even if they told you about any disrepair before you moved in
  - make any repairs referred to in the original condition report
- ‘Reasonable’ repair depends on the age of the premises, the amount of rent you pay and the potential life of the premises. The landlord is not required to fix any damage that you cause. However, if they later want to claim compensation from you for that damage they must try to limit the cost of any repair or replacement. Contact your local Tenants’ Advice and Advocacy Service for advice about this.

## Urgent repairs

*Urgent repairs* means work needed to repair any of the following:

- failure or breakdown of the gas, electricity or water supply
- failure or breakdown of any essential service for hot water, cooking, heating, cooling or laundering
- fault or damage that makes the premises unsafe or insecure
- serious damage from a natural disaster

Examples of damage include:

- a burst water pipe
- a gas leak
- an appliance or fixture (such as a tap) that is not working or broken and is causing a substantial waste of water
- a blocked or broken toilet
- a serious roof leak
- a dangerous electrical fault
- serious damage by flood, storm or fire  
(see also Factsheet 22: *Disaster damage*)

For smoke alarm repairs, see Factsheet 20: *Smoke alarms*

## Getting urgent repairs done

Tell the landlord/agent – in writing if possible – about what needs fixing. Follow up any conversations with a letter. Keep a copy of the letter and a record of any conversations as evidence that you told the landlord/agent.

If there is no electricity or water it may be up to the service provider to fix the problem (if it is outside the boundary of the premises). See also Factsheet 23: *Utilities*.

If the landlord/agent cannot be contacted or is unwilling to do any urgent repairs, or if they are taking too long to do them, you can arrange for the repairs to be done. Do not pay any more than \$1,000 or you may not get your money back – the landlord is only required to pay you for any reasonable costs up to \$1,000. They are obliged to pay within 14 days of your notice.

You must be able to show that:

- the problem was not your fault
- you made a ‘reasonable’ attempt to contact the landlord/agent
- you gave them a ‘reasonable’ chance to do the repairs
- the repairs were carried out by a repair person named in your tenancy agreement (if possible) or by a licensed or qualified tradesperson

You must give the landlord/agent written notice about the repairs, costs and copies of receipts.

If the landlord does not pay, apply to the Tribunal within 3 months from the end of that 14 days for an order that they do.

If you cannot afford to pay for urgent repairs, apply to the Tribunal for an urgent hearing for the repairs to be done. You can also apply for a rent reduction until the repairs are done. See ‘Applying to the Tribunal’ below.

## Getting ‘non-urgent’ repairs done

Tell the landlord/agent in writing what work needs to be done and by when – give a clear deadline. Keep a copy of the letter and a record of any conversations as evidence that you told the landlord/agent. If you deal with an agent, you can also:

- write details of the problem in the agency’s complaint book
- contact the agency licence holder (the principal or manager)
- contact your landlord directly.

## Doing non-urgent repairs yourself

You must have the landlord’s prior consent before undertaking non-urgent repairs or maintenance. Ask the landlord to pay you for any costs. Get their consent and agreement to pay in writing.

## If the landlord does not do repairs

Keep paying your rent. A ‘rent strike’ is a breach of your tenancy agreement, and the landlord may take steps to end your tenancy.

Apply to the Tribunal for order/s – see below.



## Applying to the Tribunal

You can apply for one or more of the following orders if you are having difficulties regarding a non-urgent repair (see above for how to deal with an urgent repair):

- that the landlord do the repairs you have specified
- that the landlord compensate you for losses you suffered because they did not do the repairs
- that all or part of the rent is paid to the Tribunal until the repairs are done
- that the rent is reduced for the period that the premises are/were in disrepair

For (a), (b) and (c) you must apply within 3 months of the landlord failing to meet your deadline for repairs. For (d) you must apply before the end of the tenancy.

See Factsheet 11: *NSW Civil and Administrative Tribunal* and contact your local Tenants' Advice and Advocacy Service for help to make an application.

### What you must be able to prove to the Tribunal

For the Tribunal to make orders for repairs, you must be able to show that:

- the premises were not in reasonable repair
- you told the landlord/agent about the need for the repairs (e.g. you wrote to them) or they ought to have reasonably known about it (e.g. they inspected the premises)
- the landlord/agent did not make a reasonable effort to have the repairs done

### Compensation

You can apply for an order that the landlord compensate you for economic loss. For example:

- You had to spend money on take-away food because the landlord failed to fix the stove.
- Your belongings were destroyed or damaged because the landlord failed to fix a leaking roof.

You must be able to show that your loss was caused by the landlord's failure to do the repairs.

You also need to show that you attempted to limit the cost to you of the damage (e.g. reducing water damage to your furniture by moving it from under a leak) otherwise the Tribunal may not order compensation.

The Tribunal can order up to \$15,000 compensation.

### Rent to be paid to Tribunal

The Tribunal will usually only consider this order when the landlord has not complied with a previous Tribunal repairs order. You can include it in your application, in case you have to return to the Tribunal later.

### Rent reduction

The Tribunal may make an order that the rent is, or was, excessive due to a reduction or withdrawal by the landlord of any goods, services or facilities provided with the premises. For example: The landlord fails to repair a broken-down hot-water system. Apply for an order that the rent was excessive for the time you were without hot water.

If the Tribunal finds the rent is excessive, it can order:

- the amount that the rent must not exceed
- the day from which this maximum rent applies – for a period of up to of 12 months

See Factsheet 04: *Rent increases* for how to prepare an excessive-rent case.

### Minimum habitability standards

From 23 March 2020, seven standards have been added to the Residential Tenancies Act. They are for:

- structurally soundness
- adequate lighting
- adequate ventilation
- adequate utilities
- adequate plumbing and drainage
- adequate water (including hot) for drinking, washing, and cleaning
- bathroom facilities, including toilet, and washing facilities with privacy

These standards are to assist understanding of the landlord's obligation to provide premises "fit for habitation".

### Rectification Orders (from 23 March 2020)

NSW Fair Trading (the government department) will have power to make orders for repairs by landlords and tenants. This is intended to assist in resolution of disputes about repairs. It is intended to be an alternative to Tribunal application, but does not preclude such application. The legislation considers application, fees, investigation, orders and penalties. Written request for the repairs must be made by a landlord or tenant before they can apply for a rectification order. More detail and forms are available on the Fair Trading website at [fairtrading.nsw.gov.au](http://fairtrading.nsw.gov.au)

### See also

Factsheets on *Locks and security, Privacy and access, Smoke alarms, Disaster damage, Utilities, Mould, Asbestos and lead* – at [tenants.org.au](http://tenants.org.au)

**Pests and vermin:** see <https://www.fairtrading.nsw.gov.au/housing-and-property/renting/during-a-tenancy/health,-safety-and-security>

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# Locks and security

As a tenant you have rights under the *Residential Tenancies Act 2010* and *Residential Tenancies Regulation 2019*. This factsheet summarises the law in NSW about locks and security in rented premises, including your obligations, the landlord's obligations, changing locks and 'reasonable' security.

## Your obligations as a tenant

Under the terms of the standard residential tenancy agreement, you agree:

- not to alter, remove or add any lock or other security device without reasonable excuse (see below) or unless the landlord agrees
- to give the landlord a copy of the key (or other opening device or information) for any changed lock or security device within 7 days of the change

## Landlord's obligations

The landlord agrees:

- to provide and maintain locks or other security devices necessary to keep the premises 'reasonably' secure (see below)
- to give each tenant named on the tenancy agreement a copy of the key (or other opening device/information) to open any lock or security device for:
  - the premises
  - any common property that you are entitled to access
- not to charge you for copies of keys or other opening devices except to recover the cost of replacement or additional copies
- not to alter, remove or add any lock or other security device without reasonable excuse or unless you agree
- to give you a copy of any key (or other opening device/information) that they change within 7 days of the change

## Changing locks: reasonable excuses

Reasonable excuses for altering, removing or adding a lock/security device include:

- there was an emergency
- you (or the landlord) had to comply with an order of the NSW Civil and Administrative Tribunal (NCAT)
- the tenancy of a co-tenant was terminated
- a tenant or other occupant was excluded from the premises by an Apprehended Violence Order (AVO)

A copy of a changed key or other opening device need not be given to the other party if:

- they agree not to be given a copy, or
- the Tribunal authorises a copy not to be given, or
- they are excluded from the premises by an AVO

## Changing locks without agreement or excuse

It is an offence for you or the landlord/agent to alter, remove or add a lock or security device:

- without agreement of the other party, or
- without a reasonable excuse.

If the landlord/agent changes locks, you can complain to NSW Fair Trading. See [Complaining to NSW Fair Trading](https://www.fairtrading.nsw.gov.au/tenants) ([tenants.org.au/resource/complaints-fair-trading](https://tenants.org.au/resource/complaints-fair-trading)) and get advice from your local Tenants' Advice and Advocacy Service about applying to the Tribunal (see below).

## 'Reasonable' security

The law does not say what 'reasonable' security means. The Tribunal decides this on a case-by-case basis (see 'Applying to the Tribunal for orders' below).

In the Sydney metropolitan area, it could mean double-cylinder deadlocks on the main doors and locks on the windows. In the inner city, it could also mean bars on ground-floor windows but in a rural area, this is unlikely.

If you believe the locks and security are inadequate:

- Ask an insurance company what locks and security devices it requires before it will insure your home contents. (Get this in writing.)
- Write to the landlord/agent and ask that they install the required locks/devices.

If the landlord/agent does not install the locks/devices as requested, they may be in breach of their obligation to provide 'reasonable' security.

## Applying to the Tribunal for orders

You can apply to the Tribunal for orders about:

- making the premises reasonably secure
- compensation for loss arising from insecure premises
- rent reduction for the time that the premises were not reasonably secure
- changing locks and providing or withholding keys

Contact your local Tenants' Advice and Advocacy Service for advice about making an application.

## Orders about reasonable security

You can apply for an order that the landlord install locks or security devices to make the premises reasonably secure.

You must apply within 3 months after you become aware that the premises are not reasonably secure.

When deciding whether the premises are reasonably secure, the Tribunal will consider:

- the physical characteristics of the premises and adjoining areas
- the requirements of insurance companies to insure your belongings at the premises
- the likelihood of break-ins, unlawful entry or risks to your personal safety

Take the following types of evidence to the Tribunal:

- information from an insurance company or NSW Bureau of Crime Statistics and Research ([bocsar.nsw.gov.au](http://bocsar.nsw.gov.au)) about the risk of break-ins in your area
- a copy of a household contents insurance policy for the premises and/or a policy from someone else in your street
- letters to the landlord or a record of conversations in which you asked for better security
- photographs of broken locks or windows and evidence of previous break-ins

## Compensation orders

You can apply for an order that the landlord compensate you for loss of or damage to your goods because the premises were not reasonably secure

You must apply within 3 months after you become aware of the loss or damage.

You will need to show that:

- you told the landlord of the problem or that they otherwise knew about it (e.g. letters to the landlord/agent, statutory declarations from witnesses, the condition report from the start of your tenancy)
- the landlord failed to provide or maintain the necessary locks and security devices for reasonable security.

At the Tribunal, provide a list of:

- the stolen or damaged goods
- the value of the goods when they were lost/ damaged,

for which you can:

- get a quote from an insurance company on the depreciated value of the goods, or
- check the prices of second-hand goods on an online auction website

The Tribunal may not order compensation if you did not try to limit your losses (e.g. you boarded up broken windows and otherwise secured your valuables).

The Tribunal can order up to \$15,000 compensation.

## Rent reduction orders

You can apply for an order that the rent is or was excessive for the time that the premises are not reasonably secure.

You must apply during the tenancy.

If the Tribunal finds the rent excessive, it will make an *excessive rent order*. The order will specify:

- the amount that the rent must not exceed
- the day from which this maximum rent applies – for a period of up to 12 months

See Factsheet 04: *Rent increases* for how to make an excessive rent case.

## Orders about locks and keys

You can apply for these orders at any time during the tenancy:

- that you may alter, remove or add a lock or security device
- that you may refuse to give the landlord/agent a copy of a key or opening device/information
- that the landlord must give you a copy of a key or opening device/information

You must explain to the Tribunal why the order is necessary.

Note that the landlord can also apply for such orders – that they may change locks, that they may refuse you a key, that you must give them a key.

## See also

Factsheet 11: *NSW Civil and Administrative Tribunal*

*Factsheet updated: March 2020*

**For free tenancy advice, call your local Tenants' Advice and Advocacy Service:**

### SYDNEY:

• Eastern	9386 9147
• Inner	9698 5975
• Inner West	9559 2899
• Northern	9559 2899
• Southern	9787 4679
• South West	4628 1678
• Western	8833 0933

### REGIONAL:

• Blue Mountains	4704 0201
• Central Coast	4353 5515
• Hunter	4969 7666
• Illawarra Sth Coast	4274 3475
• Mid Coast	6583 9866
• Northern Rivers	6621 1022
• Northwest NSW	1800 836 268
• Southwest NSW	1300 483 786

### ABORIGINAL:

• Sydney	9833 3314
• West NSW	6881 5700
• South NSW	1800 672 185
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# Privacy and access

As a tenant you have rights under the *Residential Tenancies Act 2010* and *Residential Tenancies Regulation 2019*. This factsheet summarises the law in NSW about your right to privacy and the landlord's right to enter the premises.

## Your rights as a tenant

You are entitled to 'reasonable peace, comfort and privacy' in your use of the premises. The landlord/ agent must not interfere with, or cause or permit anyone to interfere with, your peace, comfort and privacy.

## Landlord's right to enter the premises

Other than as outlined below, the landlord/agent, or another person authorised by the landlord, must not enter the premises.

If the landlord/agent gives you the proper notice (if applicable) and they have a valid purpose, you must allow them to enter. This applies whether or not you are at the premises at the time (see below).

## Entry with consent

The landlord/agent, or another person authorised by the landlord, can enter the premises at any time – if you give your consent.

## Entry without consent, without notice

The landlord/agent, or another person authorised by the landlord, can enter the premises without your consent and without notice, only:

- a) in an emergency, or
- b) to do urgent repairs (see Factsheet 06: *Repairs and maintenance*), or
- c) if the landlord thinks that the premises have been abandoned, or
- d) in accordance with an order of the NSW Civil and Administrative Tribunal (NCAT), or
- e) if they have serious concern about the health/safety of a person on the premises (after they have first tried to get your consent to enter).

Except in the case of (e) above, the 'Limits to entry without consent' (see below) do not apply.

## Entry without consent, with notice

The landlord/agent, or another person authorised by the landlord, can enter the premises without your consent for certain purposes. See the table below for the number of times entry is permitted and minimum notice periods.

Except as noted in the table, notice does not have to be in writing. If notice is posted to you, the landlord/ agent must allow an extra 7 working days for delivery.

## Taking photos or video of your house for advertising purposes

The landlord/agent can access your premises to take photos or visual recording of the interior of your rented premises for advertising (sale and lease only) purposes without your consent, although they must first give you reasonable notice and opportunity to move your possessions out of frame.

However, the landlord must obtain your written consent to publish these photos or visual recording publicly, such as on a website, flyer, newspaper or other publication, if they visibly show your possessions. You cannot unreasonably withhold consent to such publication. Being in circumstances of domestic violence is a valid reason to withhold consent.

See also Factsheet 28: *Sale of rented premises*

## Showing the premises to prospective tenants – 'reasonable' notice / number of times

The law does not say what 'reasonable' means. Disagreements about what is reasonable can be settled by the Tribunal.

If you disagree with the landlord/agent about reasonable access, apply to the Tribunal for an order to specify or limit the days and times on which they can show the premises.

If you refuse access, the landlord/agent can apply to the Tribunal for an order that authorises them or any other person to enter the premises.

## Showing the premises to prospective buyers – agreeing to days and times

The landlord or the agent arranging the sale must try to come to an agreement with you about days and times. When you make an agreement, put it in writing.

You must not unreasonably refuse to agree to days and times for showing the premises – however, you need not agree to more than 2 showings in any period of a week.

The landlord/agent may apply to the Tribunal for an order to specify the days & times that you must let the premises be shown.

## Limits to entry without consent

The landlord/agent, or another person authorised by the landlord, must not:

- enter before 8am or after 8pm
- enter on a Sunday or public holiday
- stay longer than necessary

They must, if they can, notify you of the proposed time and date of entry.

A person authorised by the landlord/agent must have written consent from the landlord/agent to enter the premises. If you are at the premises, they must show you this consent.



**Entry without consent: permitted frequencies & notice periods**

Purpose	Maximum frequency	Minimum notice
To inspect the premises	4 times in any 12-month period	7 days written notice each time
To carry out or assess the need for: <ul style="list-style-type: none"> <li>necessary repairs/maintenance (non-urgent)</li> <li>work to meet legal health/safety obligations</li> </ul>	(none – as required)	2 days notice each time
To value the premises	1 time in any 12-month period	7 days notice each time
To take photos / video of the inside of the house to advertise the premises for sale or lease	1 time within the 28 days before the marketing of the premises or the termination of tenancy	'Reasonable' notice and 'reasonable' opportunity to move your possessions (that can be reasonably moved) out of the camera view
To show the premises to prospective tenants	A 'reasonable' number of times in the 14 days before the tenancy agreement ends	'Reasonable' notice each time
To show the premises to prospective buyers	2 times in any period of a week	<ul style="list-style-type: none"> <li>Before first showing: 14 days written notice of intention to sell, then</li> <li>Before each showing: as agreed, otherwise 48 hours notice each time</li> </ul>

**Entry when you are not at the premises**

If you cannot be there, try to arrange for someone to be there on your behalf. People entering the premises when you are not there may be a problem for your insurance (if you have insurance). Ask your insurance company about this.

If your goods are stolen or damaged, apply to the Tribunal for compensation. You must be able to show that your loss was due to the conduct of the landlord/agent or other authorised person.

**Interference with your privacy**

Examples of this include:

- the landlord/agent coming to the premises for no reason and without notice

- a tradesperson coming to do non-urgent repairs without proper notice
- prospective buyers with keys coming around without notice or written consent from the landlord.

**If your privacy is interfered with**

Complain to the landlord/agent in writing and demand that they stop breaching your tenancy agreement.

Keep a copy of the letter. You can also:

- apply to the Tribunal for orders:
  - to stop the landlord/agent entering the premises (Apply within 3 months after you become aware of the landlord's/agent's breach.)
  - to specify or limit the days and times on which, and purposes for which, the landlord/agent or other authorised person can enter (Apply at any time during the tenancy.)
  - for the landlord to carry out a term of your residential tenancy agreement (Apply at any time during the tenancy.)
  - to allow you to change the locks or refuse the landlord a key to the premises (See Factsheet 07: *Locks and security*.)
  - to end your tenancy (See Factsheet 09: *You want to leave*.)
  - for compensation for loss of or damage to your goods (Apply within 3 months after you become aware of the loss or damage.)
- report trespass to the police
- complain to NSW Fair Trading.

If your complaint is about a real estate agent, tell your landlord about the agent's behaviour.

**Applying to the Tribunal**

See Factsheet 11: *NSW Civil and Administrative Tribunal* and contact your local Tenants' Advice and Advocacy Service for help to make an application.

**Complaining to NSW Fair Trading**

See *Complaining to NSW Fair Trading* at [tenants.org.au/resource/complaints-fair-trading](http://tenants.org.au/resource/complaints-fair-trading) or contact your local Tenants' Advice and Advocacy Service.

*Factsheet updated: March 2020*

**For free tenancy advice, call your local Tenants' Advice and Advocacy Service:**

**SYDNEY:**

- Eastern 9386 9147
- Inner 9698 5975
- Inner West 9559 2899
- Northern 9559 2899
- Southern 9787 4679
- South West 4628 1678
- Western 8833 0933

**REGIONAL:**

- Blue Mountains 4704 0201
- Central Coast 4353 5515
- Hunter 4969 7666
- Illawarra Sth Coast 4274 3475
- Mid Coast 6583 9866
- Northern Rivers 6621 1022
- Northwest NSW 1800 836 268
- Southwest NSW 1300 483 786

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# You want to leave

As a tenant you have rights under the *Residential Tenancies Act 2010* and *Residential Tenancies Regulation 2019*. This factsheet summarises the law in NSW about how a tenant can end a tenancy.

## Questions to answer

- What type of tenancy agreement do I have?
- What is the reason for ending my tenancy?  
The reasons for which you can end your tenancy depend on the type of agreement. The action to take depends on your reason (if any).
- Am I a co-tenant? If so, also see 'Terminating a co-tenancy' at the end of this factsheet.

## Types of tenancy agreement

There are two types (check your tenancy agreement under 'Term' or 'Term of agreement'):

- fixed-term – for a specified term (e.g. 6 months)
- periodic – (ongoing) the fixed term has expired or isn't specified

## Reasons for terminating your tenancy

You can end your tenancy ('terminate'):

- without a reason
- for a legally specified reason

See the table below and explanations that follow.

## What action to take

In most cases, you give the landlord/agent a written termination notice and vacate ('give vacant possession') – move out and return the keys – according to your notice. You can vacate before the date in your termination notice but keep paying rent until the end of the notice period.

In some cases, you apply to the NSW Civil and Administrative Tribunal (NCAT) for a termination order. If the Tribunal makes the order, it will end your tenancy agreement and specify the day by which you must vacate.

## The termination notice

A termination notice must be in writing, signed by you & say:

- the address of the premises
- the day by which you will vacate
- the reason (if any)

You must properly send or deliver the notice to the landlord/agent: in person, by post, by email (to an email address specified by the agent for documents of that kind), or by hand in an addressed envelope to a mailbox at their home or business address.

## Reasons, actions and minimum notice

Reason	Action	Minimum notice
<b>Fixed-term agreement</b>		
No reason at end of term	Give notice <sup>[1]</sup>	14 days
Breach of agreement	Give notice	14 days
	Apply to Tribunal	Not applicable
Premises unusable	Give notice	None
Rent increase <sup>[2]</sup>	Give notice	21 days
Extraordinary ground	Give notice	14 days
Hardship	Apply to Tribunal	Not applicable
Domestic Violence	Give notice	None
Breach of disclosure requirements	Give notice	14 days
	Apply to Tribunal	Not applicable
<b>Periodic agreement</b>		
No reason	Give notice	21 days
Breach of agreement	Give notice	14 days
	Apply to Tribunal	Not applicable
Premises unusable	Give notice	None
Domestic Violence	Give notice	None
Breach of disclosure requirements	Give notice	14 days
	Apply to Tribunal	Not applicable

### Notes:

1. This notice can be given on or before the last day of the fixed term.
2. Only when the landlord/agent has increased the rent during a fixed term of 2 years or more.

## Terminating without a reason

### Fixed-term agreement – at end of term

Give a minimum 14-day termination notice. The *termination date* in the notice can be the last day of the fixed term or up to 14 days after. You have to give this notice before your fixed-term agreement ends. Vacate by the date in your notice.

See Factsheet 16: *Ending fixed-term tenancy early* for **how to end your fixed-term tenancy early** – i.e. for no reason during the fixed term

### Periodic agreement

Give a minimum 21-day termination notice. Vacate by the date in your notice.

## Terminating due to breach of agreement

A *breach of agreement* by the landlord/agent is a failure to meet their obligations under the tenancy agreement. Talk to your local Tenants' Advice and Advocacy Service about which of the following actions to take.

### Alternative to terminating

Apply to the Tribunal for an order that the landlord/ agent fix the breach (e.g. they do repairs you have requested) or that they stop breaching the agreement (e.g. they stop interfering with your privacy).

### Giving a termination notice

Give a minimum 14-day termination notice that says it is for breach of agreement.

The landlord/agent may apply to the Tribunal to dispute your notice. If the Tribunal finds that the landlord/agent has fixed the breach, it may cancel your notice and the tenancy will continue, or order you to pay compensation.

### Applying for a termination order

You must apply within 3 months after you become aware of the breach. The Tribunal may make the order if it finds that:

- a) the landlord/agent breached the agreement, and
- b) the breach is sufficient to justify termination.

When deciding (b), the Tribunal will consider: the nature of the breach, any previous breaches, whatever the landlord/ agent did to fix the breach, whatever you did about the breach and the history of the tenancy.

If the Tribunal refuses to make the order, the tenancy will continue.

## Terminating due to premises being unusable

Give an immediate termination notice and vacate if the premises:

- are destroyed or become wholly or partly unlivable (for example due to fire or flood, not due to breach of agreement), or
- can no longer be lawfully used as a residence, or
- are acquired by compulsory process (e.g. the government takes the land to build a freeway)

## Terminating due to a rent increase in a 2-year or more fixed term

Give a minimum 21-day termination notice and vacate. The notice must say that it is because the landlord/ agent has increased the rent during the fixed term.

## Terminating due to extraordinary grounds during a fixed term

In some situations, you can break your fixed term agreement without compensation to the landlord by giving a minimum 14-day termination notice. These situations include being offered a place in social housing or aged-care; if the landlord wants to sell the premises and did not tell you this before you started the tenancy, or if the premises are listed on the loose-filled asbestos register.

For more on these extraordinary grounds, see Factsheet 16: *Ending fixed-term tenancy early*

## Terminating due to hardship

If there are special circumstances and continuing the tenancy would cause you undue hardship, you can apply to the Tribunal to terminate your fixed-term agreement.

The Tribunal will consider evidence of your circumstances (e.g. finances or health) and the landlord's circumstances. If it makes the order, it may also order that you compensate the landlord.

## Terminating due to domestic violence

If you are the victim in circumstances of a domestic violence, you can give an immediate domestic violence termination notice. You may do this whether you are in a fixed-term or periodic agreement. If there are other co-tenants in the tenancy, you must also serve the termination notice on them.

There are additional requirements about what needs to be included in your termination notice on this ground. Get advice from your local Tenants' Advice and Advocacy Service. See also Factsheet 12: *Domestic Violence*

## Terminating due to breach of disclosure requirements

If your landlord/agent failed to disclose to you material facts prescribed by legislation prior to you entering the agreement, or if they made false representations to induced you to enter into the agreement, you can either:

- Give a minimum 14-day termination notice that says the landlord has breached disclosure requirements. The landlord/agent may apply to the Tribunal to dispute your notice. If the Tribunal does not agree that the landlord/ agent has breached the disclosure rules, it may cancel your notice and the tenancy will continue, or order you to pay compensation.
- Apply to the Tribunal for a termination order and compensation because you suffered loss as a result of the landlord/agent's contravention of the disclosure rules (e.g. costs of relocation). The Tribunal will determine whether the breach of the disclosure rules

are, in the circumstances of the case, sufficient to justify termination.

For a list of the prescribed material facts that the landlord/agent must disclose to you, see Factsheet 2: *Starting a Tenancy*

## Terminating a co-tenancy

### If all co-tenants are leaving

All must jointly give the landlord a 21-day termination notice in a periodic agreement, or a 14-day termination notice for the end of a fixed-term agreement (see 'Terminating without a reason' above).

### If one co-tenant is leaving

During a periodic agreement, a co-tenant can end their own tenancy by giving a 21-day termination notice to the landlord and each other co-tenant. Once they vacate by the date in the notice, they are no longer a tenant under the agreement.

During a fixed-term agreement, a co-tenant can try:

- applying for a termination order to end their own tenancy in special circumstances, or
- transferring their tenancy to another person – see Factsheet 18: *Transfer and sub-letting*

### Domestic violence and co-tenancy (after the victim has ended the tenancy)

If you are the remaining co-tenant in a fixed-term agreement after another co-tenant has terminated their tenancy due to domestic violence; and you are not the relevant domestic violence offender; you can apply to the Tribunal to end your tenancy.

Get advice from your local Tenants' Advice and Advocacy Service.

*Factsheet updated: March 2020*

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• Inner	9698 5975
• Inner West	9559 2899
• Northern	9559 2899
• Southern	9787 4679
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#### REGIONAL:

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• Illawarra Sth Coast	4274 3475
• Mid Coast	6583 9866
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# Landlord ends tenancy agreement

As a tenant you have rights under the *Residential Tenancies Act 2010* and *Residential Tenancies Regulation 2019*. This factsheet summarises the law in NSW about what a landlord must do to end a tenancy agreement lawfully.

## How the landlord can end the agreement

In most cases, the landlord/agent must give you a *termination notice*. Your tenancy agreement ends once you give vacant possession of the premises to the landlord/agent (that is, you move out and return the keys in person).

If you do not vacate by the day in the notice, the landlord can then apply to the NSW Civil and Administrative Tribunal (NCAT) for a *termination order*.

A termination order ends the tenancy and specifies the day by which you must give vacant possession.

### Ending agreement without notice

In some cases, the landlord can apply for a termination order without giving you notice. (See 'Application to the Tribunal without termination notice' below.)

## Social housing providers

A social housing provider can end a tenancy agreement on certain grounds other than those outlined below.

Get help from your local Tenants' Advice & Advocacy Service.

## The termination notice

The termination notice must be in writing, signed by the landlord/agent and set out:

- the address of the premises
- the day by which the landlord/agent wants vacant possession
- the *grounds* for termination (the reason/s, if any).

The landlord/agent must properly send or deliver the notice to you: in person, by post, by email (to an email address you have specified for documents of that kind), or by hand in an addressed envelope to a mailbox at your home or business address.

If there is a mistake in the notice or it is not properly sent/delivered, and the landlord applies for a termination order, then you can argue in the Tribunal that the notice is invalid and the landlord's application should be dismissed. However, the Tribunal may overlook such mistakes.

## How much notice the landlord must give

This depends on the type of tenancy agreement and the grounds for termination (if any) – see table below.

A *fixed-term* agreement is for a specified period (e.g. 6 months). A *periodic* agreement is one where the fixed-term has expired or no fixed term is specified.

If a termination notice is posted to you, the landlord/agent must allow an extra 7 working days for delivery.

### Minimum notice periods

Grounds	Fixed-term agreement	Periodic agreement
No grounds	30 days at end (see below)	90 days
Sale of premises	not valid	30 days
Breach of agreement	14 days	14 days

### Immediate notice if premises unusable

The landlord/agent can give immediate notice if the premises are destroyed or become wholly or partly unliveable (e.g. due to fire or flood, not due to a breach of the Agreement); or if the premises become no longer lawfully usable as a residence; or the premises are acquired by an authority by compulsory process (such as resuming them to build a road).

## Termination without grounds – without a reason

**Fixed-term agreement** The landlord/agent cannot end your agreement without grounds before the last day of the fixed term. If the agreement is not terminated at the end of the term, it continues as a periodic agreement.

If the landlord/agent wants to end your agreement at the end of the fixed term, they must give you at least 30 days notice that includes the last day of the term.

If the landlord/agent applies for a termination order, the Tribunal must terminate the agreement.

**Periodic agreement** The landlord/agent can end the agreement without grounds by giving 90 days notice. If the landlord applies for a termination order, the Tribunal must terminate the agreement.

### Employee or caretaker residential tenancy agreement

If an employer/landlord would like to terminate the residential tenancy agreement of their employee or caretaker, the employer/landlord must give at least 28 days' notice.

**Long-term tenancy** If the landlord applies for a termination order when:

- you had a fixed-term agreement which has expired, and
- you have been in continual possession of the same premises for 20 years or more;

then the Tribunal can consider the circumstances of the case and decide whether or not to make the order.

If the Tribunal decides to make the order, it must give you at least 90 days to vacate the premises.

## Termination for breach of agreement

### Fixed-term and periodic agreements

If you are in breach of your tenancy agreement – in other words, if you fail to meet your obligations under the agreement, e.g. not paying rent – the landlord/ agent can give you a 14 day termination notice.

If you do not obey the notice, the landlord/agent can apply for a termination order. If they do, you should attend the Tribunal hearing. If you can show that you have fixed the breach or taken steps towards this, the Tribunal may decide not to terminate the agreement.

**Termination for non-payment of rent** If you have breached the agreement solely by getting behind with the rent, the landlord/agent can give you a *non-payment termination notice*. You must owe at least 14 days rent before they can give you this notice.

If you get such a notice, you are not required to vacate if you pay all the rent owing or you enter into, and fully comply with, an agreed repayment plan.

See Factsheet 05: *Rent arrears* for more information.

## Termination for sale of premises

**Fixed-term agreement** Your agreement cannot be terminated because the premises are being sold.

**Periodic agreement** If the landlord has entered into a contract for sale that requires them to give vacant possession to the buyer, they can give you a 30 day termination notice.

## Application to the Tribunal without notice

The landlord/agent can apply to the Tribunal for a termination order without giving you a termination notice on one or more of the following grounds:

- You, your guests, another occupant or their guests have caused or permitted:
  - serious damage to the premises or any neighbouring or common property
  - injury to the landlord, agent, the landlord's/agent's employees, or your neighbours

- use of the premises for illegal purposes
- You or another occupant has seriously or persistently threatened or abused the landlord, agent or the landlord's/agent's employees

The Tribunal may make a termination order and may order you to give immediate possession of the premises to the landlord.

### Hardship to landlord

The landlord can apply for a termination order without notice if they would suffer undue hardship if the tenancy continued, the Tribunal may make a termination order and may also order the landlord to compensate you for loss of the tenancy.

## Leaving before the date given by landlord

**Fixed-term agreement** You may leave at any time before the termination date listed on the notice; however, you will be liable for the rent until the end of the fixed term.

**Periodic agreement** You can give vacant possession (move out) and stop paying rent at any time before the termination date listed on the notice. You are not required to give notice to the landlord/agent, however it is prudent to inform them, in writing.

## Withdrawal of termination notice

The landlord may withdraw a termination notice at any time with your consent, however they may give a further notice for another reason.

## Eviction – your rights

### No eviction without an Tribunal or court order

The landlord/agent must follow one of the processes outlined above before you can be evicted. Anyone locking you out without a Tribunal or court order can be fined up to \$22,000 and ordered to compensate you.

In the case of *Violet v Ghaderi-Araghi* [2017] NSWCATAP 134, the Tribunal (on appeal) approved a decision that the landlord should pay \$2,000 in compensation for the loss of use/enjoyment suffered by a former tenant as a result of an illegal lockout.

### Retaliatory eviction

If the landlord/agent acts to end the tenancy when you try to enforce your legal rights (such as asking for repairs), the Tribunal may find this to be a retaliatory eviction. They may declare a termination notice to have no effect and/or refuse to make a termination order.

- You can apply to the Tribunal for an order that the notice was retaliatory. You must apply within 30 days of getting a 90 day notice (periodic agreement) or within 14 days for other notices.

- If the landlord/agent has applied to the Tribunal for a termination order, you should attend the hearing and argue that the application was retaliatory.

If the Tribunal makes a termination order the Tribunal will consider the relative hardship to you and the landlord and specify the day for vacant possession.

If you do not vacate by the specified day, the landlord/ agent can get a warrant for possession from the Tribunal. With this warrant, a sheriff's officer can remove you from the premises – with police help if needed.

## See also

Factsheet 11: *NSW Civil & Administrative Tribunal*

*Factsheet updated: March 2020*

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**SYDNEY:**

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- Inner 9698 5975
- Inner West 9559 2899
- Northern 9559 2899
- Southern 9787 4679
- South West 4628 1678
- Western 8833 0933

**REGIONAL:**

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- Central Coast 4353 5515
- Hunter 4969 7666
- Illawarra Sth Coast 4274 3475
- Mid Coast 6583 9866
- Northern Rivers 6621 1022
- Northwest NSW 1800 836 268
- Southwest NSW 1300 483 786

**ABORIGINAL:**

- Sydney 9833 3314
- West NSW 6881 5700
- South NSW 1800 672 185
- North NSW 1800 248 913

**WEBSITE:** [tenants.org.au](http://tenants.org.au)

**NSW FAIR TRADING:** 13 32 20

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# NSW Civil & Administrative Tribunal

As a tenant you have rights under the *Residential Tenancies Act 2010* and *Residential Tenancies Regulation 2019*. This factsheet summarises how the Tribunal settles disputes between tenants and landlords.

## About the Tribunal

The NSW Civil and Administrative Tribunal (NCAT) is an independent body which deals with certain kinds of disputes between landlords and tenants. It is not a formal court, but its decisions are legally binding. The people who hear cases at the Tribunal are called Tribunal Members.

Most remedies from the Tribunal are for breach of contract – not obeying the terms of the residential tenancy agreement. NCAT was established in January 2014 with the integration of 20 formerly separate NSW tribunals, including the Consumer, Trader and Tenancy Tribunal (CTTT).

## Applying for a hearing

Application forms are available from:

- Tribunal Registries or the Tribunal's website (phone 1300 006 228 or see [ncat.nsw.gov.au](http://ncat.nsw.gov.au))
- Fair Trading Centres ([fairtrading.nsw.gov.au](http://fairtrading.nsw.gov.au))
- your local Tenants' Advice and Advocacy Service

The form includes advice on how to fill it in. For an urgent hearing, attach a letter saying why the application is urgent.

### Time limits

An application about a breach must be made within 3 months of becoming aware of the breach. Other types of applications have different time limits – check the application form. If the time limit has passed, ask for an extension in your application.

### Costs

An application costs \$51 (\$13 if you are on a government pension or benefit, Austudy, Abstudy or have a Seniors Card – you must provide a copy of the card or Austudy/Abstudy advice). Fees may be waived or postponed for special reasons.

A summons for a witness or documents costs \$47. (Get advice from your local Tenants' Advice and Advocacy Service about this.)

If the Tribunal thinks that your application is not serious or that you are deliberately wasting its time, you may have to pay the landlord's costs.

## Representation

Tenants usually represent themselves. You can ask the Tribunal to let another person (such as a Tenant Advocate) speak for you, but you will need to convince the Tribunal Member that you need this. You can bring a friend or family member for support.

A landlord may use a real estate agent to represent them. Solicitors may only represent landlords or tenants with the permission of the Tribunal.

## Right to an interpreter

If you need an interpreter, write this on your application or tell the Tribunal when you get the notice of hearing. The Tribunal will provide one for free.

## You should go to the hearing

It is important to attend the hearing as the Tribunal can make orders that affect you, even if you are not there. If you do not go, you could later find that:

- you have been evicted
- you have been ordered to pay charges that you did not know about
- everything the landlord said was taken as fact – you were not there to give evidence that the landlord was behaving unreasonably or making false claims

If you apply for a hearing and do not attend, the Tribunal may dismiss your application altogether.

## Changing a hearing date

If the hearing is set for a date or time that you cannot make, write to the Tribunal before the hearing and ask for another date or time. It also helps to ask the landlord/agent personally to agree to a change. You must give reasons for your request. For example:

- you are sick (you must provide a detailed medical certificate that explains why you could not attend the hearing)
- you want to arrange for someone to represent you
- the landlord has refused to give details of their claim.

If you do not hear from the Tribunal about your request, you should attend the hearing, as it may go ahead without you.

If you cannot ask for a change before the hearing, you can send someone else to ask for a new date. They will need a letter saying that they can speak for you, and they should also know the facts of your tenancy problem in case the Tribunal refuses your request and runs the case without you.

If you are running late for a hearing, call the Tribunal and say that you are on your way, otherwise the hearing may be over by the time you get there.

## What to take to the hearing

The Tribunal member hearing your case will need evidence that supports your arguments. If possible, take 3 copies of documents you want to use – one each for you, the landlord/agent and the Tribunal Member. Printed copies are preferable, as you may not be permitted to use mobile devices. These might include:

- the residential tenancy agreement
- a brief written statement of your case
- statutory declarations by other people who have witnessed important events or who can support your case (signed by a Justice of the Peace or a solicitor)
- receipts or quotes (e.g. for rent, bond, cleaning, repairs)
- copies of all letters between you and the landlord
- photographs that show the problem

## The first hearing

At the first hearing, the Tribunal Member will ask you and the landlord/agent to try to negotiate an agreement (*conciliation*). Sometimes a conciliator will help you, but often it will be just you and the landlord/agent. Do not feel pressured into agreeing to something unfair.

If an agreement is made, the Tribunal Member will write an order based on your agreement. This ends the matter.

If you and the landlord/agent cannot agree during conciliation, you have the right to have your case heard by a Tribunal Member. The Tribunal may hear your matter on the same day or set it to be heard on another day.

## During a hearing

In an 'informal' hearing, the Tribunal Member will listen to you, the landlord, your representative (if any), and the landlord's representative (if any). They will look at any documents, photos or other evidence, and will ask questions. They will then make a decision about the case – known as *orders*.

If the case is more complex, or either side wants to bring witnesses, a 'formal' hearing may be held. The case will be run more like a court, with evidence usually given on oath or affirmation. The Tribunal Member will usually ask the applicant (the person who lodged the application) to present their case first, then ask the other side to respond.

Be aware that it is an offence to mislead the Tribunal.

## Notice of orders and reasons

The Tribunal will give you a notice of orders. If you want the reasons for the orders, write to the Tribunal Registrar within 28 days of getting the notice of orders.

## Enforcing an order for payment of money

Orders for payment of money are enforced through the Local Court. You will need a *certified money order* from the Tribunal Registrar. See [justice.nsw.gov.au](http://justice.nsw.gov.au) or phone LawAccess NSW on 1300 888 529 for guidance.

## Renewing an application

If the landlord does not obey an order (other than a money order) you may apply to the Tribunal to have the case renewed. The fee is the same as the original fee. You must apply within the time given in the original order or within 12 months of the date for compliance in the original order.

## Set aside and appeal applications

Tribunal decisions can be challenged. The reasons for challenge are limited and time limits apply. Do not delay. Get advice from a Tenants' Advice Service or community legal centre before commencing any of the following procedures:

- Application to set aside or vary a decision: \$105 (concession: \$26)
- Appeals to the Appeal Panel of the Tribunal: \$429 (concession: \$107)
- Appeal to the Supreme Court: \$1,143 (no set concession fee)

Fee waiver and/or postponement applications can be made to the Registrar of the Tribunal with your application.

*Factsheet updated: March 2020*

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# Domestic violence and tenancy

This factsheet discusses domestic violence and tenancy in NSW. Tenants have rights under the *Residential Tenancies Act 2010* and *Residential Tenancies Regulation 2019*. Tenancy law can help victim-survivors of domestic violence in a number of ways. However, if you are a sub-tenant without a written agreement in a share-house, a lodger or a guest, then you are probably not covered by this Act. If you are in one of those groups, or if you are not sure, seek advice from a Tenants Advice and Advocacy Service ([tenants.org.au/contact-us](http://tenants.org.au/contact-us)) or a Community Legal Centre ([clcnsw.org.au](http://clcnsw.org.au)). For more resources, including a sample DV termination letter, see [tenants.org.au/resources/domestic-violence](http://tenants.org.au/resources/domestic-violence)

## What is domestic violence?

Domestic violence causes you concern for your safety or the safety of another, eg a dependent child. The perpetrator of domestic violence (DV) may live with you, but need not, e.g. a relative. For more information on the definition of DV see information on the Womens Legal Service NSW website ([wlsnsw.org.au](http://wlsnsw.org.au)).

## Tenancy law can help in situations of domestic violence

In circumstances of DV, NSW tenancy law can provide some help to victim-survivors and other innocent parties. It depends on various things:

- whether your agreement is fixed-term (e.g. 6 months) or periodic (ongoing)
- your tenancy status, e.g. head-tenant, sub-tenant, co-tenant
- the tenancy status of the perpetrator
- whether you want to leave or stay
- whether you want the perpetrator to leave
- whether you have an Apprehended Violence Order (AVO)
- what sort of AVO you have, eg interim, provisional, final, exclusion
- whether you have other documentary evidence of DV

The help might be one or more of the following:

- ending the perpetrator's tenancy
- ending your tenancy
- transfer of your tenancy (rarely)
- protection of the victim-survivor from breach fees and costs for property damage in some circumstances
- a landlord or agent will not be allowed to list information about a tenant in a tenancy database when the tenant has terminated the agreement in circumstances of domestic violence

You might need to:

- apply to the NSW Civil and Administrative Tribunal (NCAT)
- give a termination notice
- apply for an AVO

For more information, see below for examples below of how tenancy law works for victim-survivors in different situations.

Please get advice before taking any action. Discuss your options with a Tenants Advice and Advocacy Service, Community Legal Centre and/or the police.

## Apprehended Violence Orders

Apprehended Violence Orders (AVOs) prohibit a person from doing certain things so as to ensure the safety and protection of another person. AVOs are court orders. They do not mean that a crime has been committed, but breaching an AVO is a crime. AVOs can be **personal** or **domestic** (APVO or ADVO). Most AVOs are applied for by police.

In tenancy law, it can matter:

- whether an AVO is final, interim or provisional
- whether it excludes the perpetrator from the rented premises by address
- whether it is an APVO or an ADVO

E.g. for you to give a DV termination notice any ADVO will do. But for the perpetrator's tenancy to be ended, it needs to be a final order (APVO or ADVO) and exclude the perpetrator from the rented premises, by address in the text of the order.

See further information and a **sample DV termination notice** at: [tenants.org.au/sample/termination-domestic-violence](http://tenants.org.au/sample/termination-domestic-violence)

## Changing the locks

Tenants cannot change the locks without prior consent of the landlord or reasonable excuse. A tenant or occupant being prohibited from entering by an AVO is a reasonable excuse. If you change the locks you should provide copies of the keys to the landlord within seven days unless the AVO is against the landlord.

## The bond

The Tribunal can make orders of bond payment between **co-tenants** if one co-tenant's tenancy has ended. If you have left, you can make a written demand of your former co-tenant for payment of your share of the bond. You must give them 14 days to pay. If they do not pay you can apply to the Tribunal within 28 days of the end of the 14 days to pay. **Sub-tenants** covered by the Act can apply to the Tribunal for bond orders against their head-tenant. See *Factsheet 3: Bond*.

## Goods left in the premises

The Tribunal can make orders for a remaining **co-tenant** to hand over goods left behind by a departed former co-tenant. You must apply within 28 days of leaving.

If you were a **tenant** or **sub-tenant**, get advice about goods left behind before taking action. There are various time limits for applying to the Tribunal – the shortest is 30 days, so get advice as soon as possible.

## Examples

**Example 1:** If you are a **co-tenant** with the perpetrator, in a **fixed-term** tenancy and **you want to leave** there are two possibilities in tenancy law:

- If you have an AVO or other documentary evidence of DV (see Ending tenancy due to domestic violence sample letter [tenants.org.au/sample/termination-domestic-violence/](https://tenants.org.au/sample/termination-domestic-violence/)), you can give an immediate DV termination notice and leave. This will terminate your tenancy.
- You can apply to the Tribunal (NCAT) for an order ending your tenancy in the special circumstances of the case.

**Example 2:** If you are a **co-tenant** with the perpetrator, in a **periodic** tenancy and **you want to leave** there are three possibilities:

- If you have an AVO or other documentary evidence of DV (see Ending tenancy due to domestic violence sample letter [tenants.org.au/sample/termination-domestic-violence/](https://tenants.org.au/sample/termination-domestic-violence/)), you can give a DV termination notice and leave. This will terminate your tenancy.
- You can apply to the Tribunal for an order ending your tenancy in the special circumstances of the case.
- You can give a 21 day termination notice and leave. This will terminate your tenancy.

**Example 3:** If you are a **co-tenant** with the perpetrator, in a **fixed-term** tenancy and **want the perpetrator to leave** there are two possibilities:

- You can apply to the Tribunal for an order ending the perpetrator's tenancy in the special circumstances of the case.
- A final AVO that excludes the perpetrator from the premises (by address) also terminates their tenancy.

**Example 4:** If you are a **co-tenant** with the perpetrator, in a **periodic** tenancy and **want the perpetrator to leave** there are three possibilities:

- You can apply to the Tribunal for an order ending the perpetrator's tenancy in the special circumstances of the case.
- An AVO may prevent the perpetrator from being at the premises but not terminate their tenancy.
- A final AVO that excludes the perpetrator from the premises (by address) also terminates their tenancy.

**Example 5:** If you are a **sub-tenant** of the perpetrator in a **periodic** tenancy (fixed-terms are rare in share-housing) and **you want to leave** there are three possibilities:

- You can give a termination notice of 14 days for breach of peace, comfort and privacy and leave. This will terminate your tenancy.
- You can give a termination notice of 21 days and leave. This will terminate your tenancy.
- If you have an AVO or other documentary evidence of DV, you can give an immediate DV termination notice and leave. This will terminate your tenancy.

**Example 6:** If you are the **head tenant** of the perpetrator in a **periodic** tenancy & **you want them to leave** there are 4 options:

- You can give a termination notice of 90 days.
- You can give a termination notice of 14 days for breach of your peace, comfort and privacy.
- A final AVO that excludes the perpetrator from the premises (by address) also terminates their tenancy.
- You can apply to the Tribunal for termination of their tenancy for your hardship.

## Further information

- **Sample letter:** *Ending tenancy due to domestic violence:* [tenants.org.au/sample/termination-domestic-violence](https://tenants.org.au/sample/termination-domestic-violence/)
- **Related factsheets:** *Factsheet 3: Bond*  
*Factsheet 9: You want to leave*  
*Factsheet 10: Landlord ends agreement*  
*Factsheet 11: NCAT*  
*Factsheet 15: Sharehousing*  
*Factsheet 16: Ending tenancy early*  
*Factsheet 25: Goods left behind*

## Contacts

- DV phone line: **1800 656 463**
- Tenants Advice Services: see numbers below
- Community Legal Centres: [www.clcnsw.org.au](http://www.clcnsw.org.au)
- Womens Legal Service NSW: **1800 810 784**

*Factsheet updated April 2019*

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# Share housing

Renters in share housing are generally covered by the *Residential Tenancies Act 2010* and *Residential Tenancies Regulation 2019*. This factsheet summarises some of the key legal issues for people living in share housing in NSW.

## Legal status of people in share housing

People in share housing usually have their own bedroom and share the rest of the premises. Your rights and obligations will depend on your legal status. You may be:

- a co-tenant
- a head-tenant
- a sub-tenant, or
- a boarder or lodger.

Co-tenants, head-tenants and sub-tenants have rights and obligations under the *Residential Tenancies Act 2010*. Boarders and lodgers do not – see Factsheet 14: *Boarders and lodgers*.

**Co-tenant** Your name and the names of other tenant/s are on the tenancy agreement for the premises. You share rights and obligations with the other co-tenant/s.

**Head-tenant** You are a tenant (your name is on the tenancy agreement for the premises), you live at the premises and sub-let part of the premises to another person under a separate written agreement. That person is a sub-tenant.

You are a landlord in relation to the sub-tenant. For information about your rights and obligations as a head-tenant, contact NSW Fair Trading on 13 32 20 or see [fairtrading.nsw.gov.au](http://fairtrading.nsw.gov.au).

**Sub-tenant** You are sharing with a tenant (their name is on the tenancy agreement for the premises) who has sub-let part of the premises to you under a separate written agreement. That person is a head-tenant.

You have the rights and obligations of a tenant in relation to the head-tenant – they are your landlord.

**Boarder or lodger** You are a boarder/lodger if you rent part of the premises from:

- a tenant who also lives there, or
- the owner of the premises, who also lives there

and they keep control over the whole premises (including the part you rent). They are your landlord.

**None of the above** If none of the above applies to you, contact your local Tenants Advice and Advocacy Service for advice.

## Changing occupants: transfer or sub-let

A tenant may transfer their tenancy under the tenancy agreement, or sub-let part of the premises, to another person

with the landlord's written consent. If at least one original tenant on the tenancy agreement remains, the landlord must not unreasonably withhold consent.

If the landlord withholds consent, you can apply to the NSW Civil and Administrative Tribunal (NCAT) for an order that allows the transfer or sub-letting. The Tribunal will decide if the landlord's withholding consent is unreasonable.

The landlord may withhold consent however, on some specific grounds (e.g. to comply with planning laws).

See Factsheet 18: *Transfer and sub-letting* for further information. You can download a sample sub-letting agreement at [tenants.org.au/share-housing-agreement](http://tenants.org.au/share-housing-agreement).

## Rent receipts

Whatever your tenancy status, you should get a receipt when you pay rent – unless you pay into a bank account.

## Bond money

Also see Factsheet 03: *Bond*.

### Change of co-tenants and bond

If the tenants on the bond lodgement form change, fill in a 'Change of Shared Tenancy Arrangement' form (from NSW Fair Trading). Have it signed by the person/s moving out, the person/s moving in and the landlord/agent. Return the form to NSW Fair Trading.

Even if you do not fill in a form, get a receipt from whoever you paid the bond.

If you can, get a statutory declaration from the person who has moved out, stating that they got their bond back. This may help you claim back your bond if the tenancy agreement ends.

### Bond claim by former co-tenant

On request, the remaining tenant/s must pay back a former co-tenant's bond – less any rent owed or other reasonable costs – within 14 days of the request.

If the former co-tenant's liabilities (e.g. rent owed) exceed the amount of bond they paid, or they were excluded from the premises by a final apprehended violence order, the above does not apply.

If a former co-tenant disagrees about how the bond is paid out to them, they can apply to the Tribunal to have the matter resolved. They must apply within 6 months after the bond is paid out.



## Sub-tenant's bond

The head-tenant must deposit your bond money with NSW Fair Trading. They must also give you a receipt – unless details of the payment are recorded in your tenancy agreement.

## Boarder or lodger's bond

Encourage the landlord to deposit your bond money with NSW Fair Trading (they are not required to). In any case, get a receipt for any bond money you pay.

## If other occupants want you to leave

**Co-tenant** A co-tenant can apply to the Tribunal for a termination order to end the tenancy of another co-tenant. The Tribunal will consider the 'special circumstances' of the case and decide whether to make the order.

**Sub-tenant** The head-tenant must give you a 90-day termination notice during a periodic agreement, or a 30-day termination notice at the end of the fixed-term agreement. See Factsheet 10: *Landlord ends agreement*.

**Boarder or lodger** The landlord should give you 'reasonable' notice to vacate the premises (e.g. if you pay rent weekly, they should give you at least 7 days notice).

## If you want to leave

See Factsheet 09: *You want to leave* for how to give a termination notice.

**Co-tenant** If all co-tenants are leaving, they must jointly give the landlord a 21-day termination notice during a periodic agreement, or a 14-day termination notice before the end of a fixed-term agreement.

If one co-tenant is leaving in a periodic term, they can end their own tenancy under a periodic agreement by giving a 21-day termination notice to the landlord and each other co-tenant. Once they vacate the premises by the date in the notice, they are no longer a tenant under the agreement.

**Sub-tenant** You must give the head-tenant a 21-day termination notice under a periodic agreement, or a 14-day termination notice before the end of a fixed-term agreement.

**Boarder or lodger** You should give the landlord 'reasonable' notice (e.g. if you pay rent weekly, give them at least 7 days notice). Put your notice in writing and keep a copy.

## Paying bills

If you have a contract with a phone, power, TV or internet service or supplier, you must ensure the bills are paid.

If someone does not pay their share of the bills – except for electricity bills – you can take action in a Local Court to get the money back. See the chamber registrar at a Local Court, or contact a Community Legal Centre for advice.

## Resolving disputes in share housing

**Co-tenant** Except as mentioned above, the Tribunal cannot deal with disputes between co-tenants. Try mediation through a Community Justice Centre.

**Sub-tenant** You can apply to the Tribunal to resolve certain kinds of disputes with your head-tenant. Contact your local TAAS for advice.

**Boarder or lodger** Contact your local Tenants' Advice and Advocacy Service for advice about resolving a dispute with your landlord.

## See also

- Factsheet 11: *NSW Civil and Administrative Tribunal*
- Factsheet 18: *Transfer and sub-letting*
- Factsheet 14: *Boarders and lodgers*
- Factsheet 27: *Boarding Houses Act*

## Contacts and more information

- Sample share housing agreement: [tenants.org.au/resource/share-housing-agreement](http://tenants.org.au/resource/share-housing-agreement)
- The Share Housing Survival Guide: [sharehousing.org](http://sharehousing.org)
- NSW Fair Trading / Fair Trading Centres: phone 133 220, [fairtrading.nsw.gov.au](http://fairtrading.nsw.gov.au)
- Local Courts: phone 1300 679 272, [localcourt.justice.nsw.gov.au](http://localcourt.justice.nsw.gov.au)
- Community Legal Centres: phone 02 9212 7333, [clcnsw.org.au](http://clcnsw.org.au)
- Community Justice Centres: free call 1800 990 777, [cjc.justice.nsw.gov.au](http://cjc.justice.nsw.gov.au).
- LawAccess NSW: phone 1300 888 529, [lawaccess.nsw.gov.au](http://lawaccess.nsw.gov.au)

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• North NSW	1800 248 913

**WEBSITE:** [tenants.org.au](http://tenants.org.au)

**NSW FAIR TRADING:** 13 32 20

This factsheet is intended as a guide to the law and should not be used as a substitute for legal advice. It applies to people who live in, or are affected by, the law as it applies in New South Wales, Australia. ©Tenants' Union of NSW



## WADDI HOUSING and ADVANCEMENT CORPORATION. LTD

11 CARRINGTON STREET, PO BOX 13,  
DARLINGTON POINT, N.S.W. 2706  
PHONE: 02 6968 1390 EMAIL: [info@waddihousing.com](mailto:info@waddihousing.com)  
[www.waddihousing.com.au](http://www.waddihousing.com.au)  
ABN 19 001 376 834

### **NSW Civil Administrative Tribunal (NCAT) Information and Checklist**

NCAT's Consumer and Commercial Division can deal with the disputes between landlords and tenants who have entered into a residential tenancy agreement under the *Residential Tenancies Act 2010*.

#### **Applications**

A landlord, tenant, co-tenant or occupant can apply to NCAT to resolve a tenancy dispute.

You can lodge your application on line (<http://www.cc.ncat.nsw.gov.au>)

See examples of forms attached in Appendix under NSW Civil Administration Tribunal Forms

- Download a [Tenancy Application Form](#)
- Download a [Tenancy Termination and Possession Application Form](#)
- Download a [Rental Bond Application Form](#)

#### **Apply online**

With NCAT Online can lodge and pay for your application on the internet for most matters in the Consumer and Commercial Division.

#### **NCAT Checklist**

##### **Preparing for hearing**

It is important to be prepared for the hearing. As soon as you receive the notice of hearing you should start getting ready for the hearing day. Take the time to carefully consider all of the issues and to find your evidence and other documents in support of your case.

##### **Things to organise before the hearing**

Regardless of whether you are the applicant or the respondent (the 'parties') you need to prepare for the hearing:

- Write down your issues
- Think about the dispute and make a list of all the issues that are important to you. This will help you organise your case and start thinking about the evidence you will need to bring.

##### **Chronology of events**

Writing out a chronology that lists all the important facts, dates and events can be helpful for both yourself and NCAT.

*Waddi Housing and Advancement Corporation representatives and members wish to extend respects to the traditional custodians of the land on which we live and work, the Elders past and present and to the children and young people of today, who are the Elders of tomorrow.*



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### Gather your evidence

Collect all the documents and other things that you are going to rely upon during the hearing. Organise your documents in a folder for easy access.

### Practice presenting your case

Practice presenting your case to friends or family and remember to refer to your supporting documents. This might be particularly useful if you are nervous about the hearing.

### Stick to the facts

You will need to leave your emotions and frustrations at home. Prepare yourself to just stick to the facts when presenting your case during the hearing.

### Evidence

You will need to present evidence in order to prove your case at the hearing and answer any questions or challenges from the other party.

Make sure all your evidence is ready for the hearing day. Place your evidence in a folder and label your papers for easy access during the hearing. Bring copies of your evidence to give to the other party and to NCAT.

Be truthful and accurate as you may be asked to take an oath or affirmation, and you will be asked questions about your evidence.

### What evidence will I need?

Your evidence should be relevant to your dispute. Bring documents and items such as:

- Residential tenancy agreement and condition report.
- Written proof of sale or service invoice, original purchase agreement or sales advice.
- Invoices or demands for payment, receipts, quotes, reports and payments records.
- Warranties in relation to the goods or service.
- Correspondence between you and the other party.
- Photographs showing the condition and state of repair of the goods or the rented premises.

### Expert evidence

Experts can be used by a party when evidence of a technical nature is needed, such as in home building or motor vehicle disputes. Learn more about [engaging an expert](#) for detailed information about using an expert to give evidence or provide you with a report for your hearing.

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### Witnesses

If somebody else was very involved in the events, you may consider having them as a witness to give evidence at your hearing. If your witness appears in person at the hearing they will need to give their evidence under oath or affirmation. Alternatively you can ask your witness to give you a written statement in the form of an affidavit or statutory declaration.

### Summons

If you believe a person or company representative should attend your hearing to provide evidence, or that a person or company has documents that could be used as evidence, you can request NCAT to issue a summons.

A summons directs a person or company that they must appear before NCAT at a specific time and place to give evidence and/or produce document or other things that are required as evidence.

### Preparing for hearing checklist

<input checked="" type="checkbox"/>	Gather together all your evidence such as copies of all letters, invoices, documents, contracts, photographs and records of conversations.
<input checked="" type="checkbox"/>	Label your evidence and put in a folder for easy access during the hearing.
<input checked="" type="checkbox"/>	Practice presenting your case and sticking to the facts.
<input checked="" type="checkbox"/>	Bring a pen and paper to take notes during the hearing.

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# RESIDENTIAL TENANCY AGREEMENT

## RESIDENTIAL TENANCIES REGULATION 2019

**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 NSW Fair Trading's Tenant Information Statement publication.

This agreement is made on 24 / 08 / 2020 at Electronic signing. Between

**Landlord** *[Insert name and telephone number or other contact details of landlord(s)]*

Landlord 1 Name	Waddi Housing and Advancement Corporation LTD	A.B.N. (if applicable)
Phone	0428 681 398	Email <a href="mailto:info@waddihousing.com">info@waddihousing.com</a>

Landlord 2 Name		A.B.N. (if applicable)
Phone		Email

**Note.** These details must be provided for landlord(s), whether or not there is a landlord's agent.

*[Insert business address or residential address of landlord(s)]*

PO Box 13	
DARLINGTON POINT, NSW	2706

**Note.** These details must be provided for landlord(s) if there is no landlord's agent.

*[Insert corporation name and business address of landlord(s) if landlord(s) is a corporation]*

Waddi Housing and Advancement Corporation LTD
PO Box 13
DARLINGTON POINT, NSW 2706

**Tenant** *[Insert name of tenant(s) and contact details]*

Tenant 1 Name		
Phone		Email

Tenant 2 Name		
Phone		Email

Tenant 3 Name		
Phone		Email

Tenant 4 Name		
Phone		Email

**Landlord's agent details** *[Insert name of landlord's agent (if any) and contact details]*

Licensee			
Trading as	A.B.N.		
Address			
Griffith, NSW	Postcode		
Phone 02 6962 1811	Fax	Mobile 0447646614	Email

**Tenant's agent details** *[Insert name of tenant's agent (if any) and contact details]*

Name/s	A.B.N.	N/A	
Address			
		Postcode	
Phone	Fax	Mobile	Email

## RESIDENTIAL TENANCY AGREEMENT

**Term of agreement**

The term of this agreement is:

- 6 months
- 12 months
- 2 years
- 3 years
- 5 years
- Other (please specify):
- Periodic (no end date)

starting on  and ending on  [Cross out if not applicable]**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*.**Residential Premises**

The residential premises are [Insert address]

Address Suburb State Postcode 

The residential premises include: [Include any inclusions, for example, a parking space or furniture provided. Attach additional pages if necessary.]

The residential premises **do not include**: [List anything such as a parking space, garage or storeroom which do not form part of the residential premises]**Rent**The rent is  per  payable in advance starting on .**Note.** Under section 33 of the *Residential Tenancies Act 2010*, a landlord, or landlord's agent, must not require a tenant to pay more than 2 weeks rent in advance under this Agreement.

The method by which the rent must be paid:

- (a) to  at  by cash or Electronic Funds Transfer (EFT), or
- (b) into the following account,  or any other account nominated by the landlord:

BSB number:  Account number: Account name: Payment reference: , or

- (c) as follows:

**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 fees or other account fees usually payable for the tenant's transactions) (see clause 4.1) and that is reasonably available to the tenant.**Rental bond** [cross out if there is not going to be a bond]A rental bond of  must be paid by the tenant on signing this agreement.

The amount of the rental bond must not be more than 4 weeks rent.

The tenant provided the rental bond amount to:

- the landlord or another person, or
- the landlord's agent, or
- NSW Fair Trading through Rental Bonds Online.

**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.



**IMPORTANT INFORMATION****Maximum number of occupants**

No more than  persons may ordinarily live in the premises at any one time.

**Urgent repairs**

Nominated tradespeople for urgent repairs:

Electrical repairs:  Telephone:

Plumbing repairs:  Telephone:

Other repairs:  Telephone:

**Water usage**

Will the tenant be required to pay separately for water usage?  Yes  No If yes, see clauses 12 and 13.

**Utilities**

Is electricity supplied to the premises from an embedded network?  Yes  No

Is gas supplied to the premises from an embedded network?  Yes  No

For more information on consumer rights if electricity or gas is supplied from an embedded network contact NSW Fair Trading.

**Smoke alarms**

Indicate whether the smoke alarms installed in the residential premises are hardwired or battery operated:

Hardwired smoke alarm

Battery operated smoke alarm

If the smoke alarms are battery operated, are the batteries in the smoke alarms of a kind the tenant can replace?  Yes  No

If yes, specify the type of battery that needs to be used if the battery in the smoke alarm needs to be replaced:

If the smoke alarms are hardwired, are the back-up batteries in the smoke alarms of a kind the tenant can replace?  Yes  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:

If the *Strata Schemes Management Act 2015* 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?  Yes  No

**Strata by-laws**

Are there any strata or community scheme by-laws applicable to the residential premises?  Yes  No If yes, see clauses 38 and 39.

**Giving notices and other documents electronically [optional] [Cross out if not applicable]**

Indicate below 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.

*[You should only consent to electronic service if you check your emails regularly. 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.]*

**Landlord**

Does the landlord give express consent to the electronic service of notices and documents?  Yes  No If yes, see clause 50.

*[Specify email address to be used for the purpose of serving notices and documents.]*

**Tenant**

Does the tenant give express consent to the electronic service of notices and documents?  Yes  No If yes, see clause 50.

*[Specify email address to be used for the purpose of serving notices and documents.]*

**Condition report**

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.

**Tenancy laws**

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.

## RESIDENTIAL TENANCY 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 "**Residential premises**".

### COPY OF AGREEMENT

2. **The landlord agrees** to give the tenant:
  - 2.1 a copy of this agreement before or when the tenant gives the signed copy of the agreement to the landlord or landlord's agent, 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 the 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 if the agreement is for a fixed term of 2 years or more, 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.

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



**RESIDENTIAL TENANCY AGREEMENT**

**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 advanced 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*.
- 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 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 a 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 a 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 premises have been fixed.

**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
- 14.2** 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.

**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 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

## RESIDENTIAL TENANCY AGREEMENT

- 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 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.

**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 co-tenant 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 being 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.

**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

## RESIDENTIAL TENANCY AGREEMENT

**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 the 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:

**25.1** must not enter the premises on a Sunday or a public holiday, unless the tenant agrees, and

**25.2** 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

**25.3** must not stay on the residential premises longer than is necessary to achieve the purpose of the entry to the premises, and

**25.4** 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.

**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.

### FIXTURES, ALTERATIONS, ADDITIONS OR RENOVATIONS 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 carry out those alterations 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 withhold consent to a fixture, or to an alteration, addition or renovation that is of a minor nature.

**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



**RESIDENTIAL TENANCY AGREEMENT**

- 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
- 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 the 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 landlord may refuse permission (whether or not it is reasonable to do so) to the transfer of the whole of the tenancy or sub-letting the whole of 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 housing tenancy agreements.

- 36. The landlord agrees** not to charge for giving permission other than for the landlords 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**

*[Cross out if not applicable]*

- ~~**38. 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.)

**RENTAL BOND**

*[Cross out this clause if no rental bond is payable]*

- 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, and
- 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

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**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 2010*, repairs to a smoke 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.

### SWIMMING POOLS

*[Cross out this clause if there is no swimming pool]*

~~**45. 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.**~~

*[Cross out the following clause if there is no swimming pool or the swimming pool is situated on land in a strata scheme (within the meaning of the Strata Schemes Management Act 2015) or in a community scheme (within the meaning of the Community Land Development Act 1989) and that strata or community scheme comprises more than 2 lots]*

~~**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.

### 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.

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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:

- both the landlord and the tenant agree to the terms, and
- they do not conflict with the *Residential Tenancies Act 2010*, the *Residential Tenancies Regulation 2019* or any other Act, and
- they do not conflict with the standard terms of this agreement.

ANY ADDITIONAL TERMS ARE NOT REQUIRED BY LAW AND ARE NEGOTIABLE.]

### ADDITIONAL TERM - PETS

[Cross out this clause if not applicable]

- 53. The landlord agrees** that the tenant may keep the following animal on the residential premises [specify the breed, size etc].

--

### 54. The tenant agrees

- to supervise and keep the animal within the premises, and
- to ensure that the animal does not cause a nuisance, or breach the reasonable peace, comfort or privacy of neighbours, and
- to ensure that the animal is registered and micro-chipped if required under law, and
- to comply with any council requirements.

- 55. The tenant agrees** to have the carpet professionally cleaned or to pay the cost of having the carpet professionally cleaned at the end of the tenancy if cleaning is required because an animal has been kept on the residential premises during the tenancy.

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

#### 56. The landlord and tenant:

- 56.1 agree** that the condition report included in a residential tenancy agreement entered into by the tenant and dated  /  /  (insert a date if the landlord and tenant agree to this clause) forms part of this agreement,
- 56.2 acknowledge** that the tenant's responses in that condition report form part of this agreement, and
- 56.3 agree** that two physical copies of that condition report, or one electronic copy, have been given to the tenant on or before the date of this agreement.

### ADDITIONAL TERM - TENANT'S CARE AND USE OF THE RESIDENTIAL PREMISES

- 57. Further to clauses 16 and 17 and subject to any applicable by-law, the tenant agrees:**

- to 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;
- to clean the residential premises regularly with special attention to the kitchen, bathroom and appliances;
- to put nothing down any sink, toilet or drain likely to cause obstruction or damage;
- to wrap up and place garbage in a suitable container;
- to regularly mow the lawns and keep the grounds and garden tidy and free of weeds and rubbish and maintain them in their condition, fair wear and tear excepted, as at the commencement of this agreement;
- to take special care of the items let with the residential premises including any furniture, furnishings and appliances;
- to do no decorating that involves painting, marking or defacing the residential premises or fixing posters without the prior written consent of the landlord or an order of the Civil and Administrative Tribunal;
- to ensure that nothing is done that may prejudice any insurance policy or increase the premium payable under any insurance policy held by the landlord in relation to the residential premises and to ensure that nothing is done on the residential premises which may expose the owner to any claims or liability or which might give rise to an insurance claim;
- 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;
- not to store rubbish, unregistered vehicles, any inflammable, dangerous or hazardous chemical, liquid or gas (with the exception of petrol or gas stored in the fuel tank of any registered motor vehicle) or other inflammable, dangerous or hazardous material on the residential premises, and storage of any items on the residential premises is at the tenant's own risk; and
- to take out and bring in, in accordance with the scheduled garbage collection days, and to keep clean, all bins that are supplied with the residential premises and to pay the cost of repair or replacement of any bins that become damaged, lost or stolen (if not repaired or replaced at the cost of the relevant authority) whilst the tenant is in occupation of the residential premises.

### ADDITIONAL TERM - TELECOMMUNICATIONS SERVICES

#### 58. The tenant agrees:

- 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



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**58.2** 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 upgrades in respect of television or internet reception on the residential premises.

**ADDITIONAL TERM - RENT AND RENTAL BOND****59. The tenant agrees:**

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

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

**ADDITIONAL TERM - OCCUPANTS****61. The tenant agrees:**

- 61.1** not to part with possession other than in accordance with the provisions of this agreement or the *Residential Tenancies Act 2010*, and
- 61.2** 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.

**ADDITIONAL TERM - TERMINATION**

**62. The tenant acknowledges** that a notice of termination does not by itself end the tenant's obligations under this agreement.

**63. The tenant agrees:**

- 63.1** upon termination of this agreement, to:
- promptly and peacefully deliver up vacant possession of the residential premises to the landlord by the date specified in the termination notice or otherwise in accordance with the *Residential Tenancies Act 2010*;
  - promptly notify the landlord or the landlord's agent of the tenant's forwarding address; and
  - comply with its obligations in clause 18 of this agreement; and

**63.2** that the tenant's obligations under this agreement continue until such time as the tenant has provided vacant possession of the residential premises, left them in the condition required under this agreement and returned to the landlord or the landlord's agent all keys, access cards, locks and other opening devices and security items.

**64.** Notwithstanding any termination of this agreement, **the tenant acknowledges and agrees** that an application may be made to the Civil and Administrative Tribunal if the tenant does not vacate when required or otherwise does not comply with this agreement.

**65. The landlord and the tenant agree that:**

- 65.1** any action by the landlord or the tenant to terminate this agreement shall not affect any claim for compensation in respect of a breach of this agreement; and
- 65.2** the acceptance of or demand for rent or other money by the landlord after service of a termination notice for breach does not operate as a waiver of that notice nor does it evidence the creation of a new tenancy.

**Note:** Examples of where a fixed term agreement can be ended are where a party has breached the agreement (in which case the notice period is not less than 14 days) or where the rent has remained unpaid in breach of the agreement for not less than 14 days. Examples of where a periodic agreement can be ended are where a contract for sale of land requiring vacant possession has been exchanged (in which case the notice period is not less than 30 days), a party has breached the agreement (in which case the notice period is not less than 14 days) or where the rent has remained unpaid in breach of the agreement for not less than 14 days.

**Note:** If the tenant breaches this agreement the landlord should refer to section 87(2) of the *Residential Tenancies Act 2010*.

**ADDITIONAL TERM - STATUTES, STRATA BY-LAWS, RULES AND SPECIAL CONDITIONS FOR FLATS****66. The tenant acknowledges and agrees:**

- 66.1** to observe all relevant statutes, statutory regulations, strata by-laws, company title rules and community title rules relating to health, safety, noise and other housing standards with respect to the residential premises;
- 66.2** where the residential premises are subject to the *Strata Schemes Management Act 2015*, the *Strata Schemes Development Act 2015*, the *Community Land Development Act 1989* or the *Community Land Management Act 1989*, to observe and comply with any applicable strata by-laws and/or management statements and any applicable law;
- 66.3** where the residential premises are a flat (not subject to the *Strata Schemes Management Act 2015*, the *Strata Schemes Development Act 2015*, the *Community Land Development Act 1989* or the *Community Land Management Act 1989*), to comply with any applicable law and the special conditions contained in Schedule A of this agreement and any other special conditions as notified to the tenant from time to time; and
- 66.4** that, at the tenant's cost, the owners corporation or strata managing agent may dispose of abandoned goods, perishable goods or rubbish left on common property.

**ADDITIONAL TERM - SWIMMING POOLS**

*(This clause does not apply when there is no pool on the residential premises)*

~~**67.** Unless otherwise agreed by the landlord and tenant in writing, the tenant agrees:~~

- ~~**67.1** to vacuum, brush and clean the pool, backwash the filter and empty the leaf basket(s) regularly keeping them free from leaf litter and other debris;~~
- ~~**67.2** to have the pool water tested once a month at a pool shop and to purchase and use the appropriate chemicals to keep the water clean and clear;~~
- ~~**67.3** to keep the water level above the filter inlet at all times;~~
- ~~**67.4** to notify the landlord or the landlord's agent as soon as practicable of any problems with the pool or equipment, safety gate, access door, fence or barrier;~~
- ~~**67.5** not to interfere with the operation of any pool safety gate, access door, fence or barrier including not propping or holding open any safety gate or access door, nor leaving any item or object near a pool safety gate, access door, fence or barrier which would aid or allow access by children to the pool area or allow children to climb the pool safety gate, access door, fence or barrier; and~~
- ~~**67.6** to ensure that the pool safety gate or access door is self-closing at all times.~~

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### ADDITIONAL TERM – RENT INCREASES DURING THE FIXED TERM (for a fixed term of **less than 2 years**):

68. By completing this clause, **the parties agree** that the rent will be increased during the fixed term of the agreement as follows:

68.1 the rent will be increased to

\$		per	
	on	/ /	; and
to \$		per	
	on	/ /	; or

68.2 the rent increase can be calculated by the following method (set out details):


**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.

### ADDITIONAL TERM – RENT INCREASES DURING THE FIXED TERM (for a fixed term of **2 years or more**):

69. By completing this clause, **the parties agree** that the rent will be increased during the fixed term of the agreement as follows:

69.1 the rent will be increased to

\$		per	
	on	/ /	; and
to \$		per	
	on	/ /	; or

69.2 the rent increase can be calculated by the following method (set out details):


**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.

**Note:** The rent payable under a fixed term agreement for a fixed term of 2 years or more must not be increased more than once in any period of 12 months, and may be increased whether or not the agreement sets out the amount of the increase or the method of calculating the increase.

### ADDITIONAL TERM - CONDITION REPORT FORMS PART OF THIS AGREEMENT

70. For avoidance of doubt:

70.1 a condition report which accompanies this agreement, forms part of this agreement;

70.2 a condition report that is signed by both the landlord and the tenant is presumed to be a correct statement, in the absence of evidence to the contrary, of the state of repair or general condition of the residential premises on the day specified in the report; and

70.3 if the tenant fails to return the condition report to the landlord or the landlord's agent within 7 days of being provided with the landlord's signed condition report then the tenant is deemed to have accepted the landlord's signed condition report and that report forms part of this agreement.

### ADDITIONAL TERM - ADDITIONAL TENANT OBLIGATIONS

71. **The tenant agrees:**

71.1 to reimburse the landlord, within 30 days of being requested to do so, for:

- any call out fees payable where the call out has been arranged with the tenant and the tenant has failed to provide access to the residential premises for any reason, preventing the relevant service from taking place;
- any cost or expense of any kind incurred by the landlord to replace or fix an item, fixture or fitting in or on the residential premises that was required to be replaced or fixed as a result of a fire audit or fire inspection, provided that the item, fixture or fitting needed replacing or fixing due to the activities carried out by the tenant in or on the residential premises (including, without limitation, creating holes in, or attaching hooks to, fire safety doors); and
- any fine, penalty or costs of any recovery action incurred by the landlord arising out of or in connection with the failure of a body corporate, community association or company to comply with a statutory requirement (including, without limitation, the lodgement of an annual fire safety statement) if that failure was caused or contributed to by the tenant;

71.2 to notify the landlord or the landlord's agent immediately if any smoke detector or smoke alarm in the residential premises is not working properly so that the landlord can attend to the landlord's obligation referred to in clause 42 of this agreement; and

71.3 to pay any call out fees payable to the fire brigade or other authorities which become payable in the event that a smoke alarm fitted to the residential premises is activated by activities carried out by the tenant on the residential premises, including but not limited to burning food.

### ADDITIONAL TERM - TENANCY DATABASES

72. **The landlord or the landlord's agent advises and the tenant acknowledges and agrees** that the tenant's personal information may be collected, used and disclosed for the purpose of listing the tenant on a tenancy database as permitted by, and in accordance with, the provisions of the *Residential Tenancies Act 2010*.

### ADDITIONAL TERM - GARAGE, STORAGE CAGE, OPEN CAR SPACE OR OTHER STORAGE FACILITY

*[This clause does not apply if there is no garage, storage cage, open car space or other storage facility on the residential premises]*

73. **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.

74. **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.

### ADDITIONAL TERM - DETAILS OF TENANT AND TENANT'S AGENT

75. **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.



## RESIDENTIAL TENANCY AGREEMENT

76. **The landlord agrees** to provide to the tenant's agent (if appointed) all notices and documents that it gives to the tenant.

**ADDITIONAL TERM - TENANT'S REFUSAL OF ACCESS**

77. 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.

78. **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.

**ADDITIONAL TERM - PRIVACY POLICY**

79. The *Privacy Act 1988* (Cth) (the **Act**) allows certain information about the tenant referred to in this agreement to be collected, used and disclosed for the purpose for which it was collected, and otherwise in accordance with the Act. This Privacy Policy does not form part of this agreement and only applies to the extent that the landlord collects, uses and discloses personal information and is required by the Act to comply with the requirements of the Act. If the landlord appoints an agent to act for the landlord, then this Privacy Policy will apply to the landlord's agent's collection, use and disclosure of personal information on behalf of the landlord.

The landlord may amend, or amend and restate, this Privacy Policy from time to time and may subsequently notify the tenant of any changes to this Privacy Policy by written notification to the tenant. Any change to this Privacy Policy takes effect on the date of that written notification.

The personal information the tenant provides in connection with this agreement or collected from other sources is necessary for the landlord and (if appointed) the landlord's agent to:

- (a) identify and verify the tenant's identity;
- (b) process and assess any application received in relation to the lease of the residential premises;
- (c) assess the tenant's ability to meet their financial and other obligations under this agreement;
- (d) manage this agreement and the residential premises including (without limitation) the collection of rent and the preparation of required statements of accounts;
- (e) contact and liaise with goods and services providers as instructed by the tenant and to provide those providers with the tenant's personal information;
- (f) comply with any applicable law;
- (g) liaise and exchange information with the tenant and the legal and other advisors of the tenant, landlord and (if appointed) the landlord's agent in relation to or in connection with this agreement;
- (h) negotiate the lease for the residential premises;
- (i) process any payment (including, without limitation, the exchange of personal information with the relevant payment provider, where necessary); and
- (j) comply with any dispute resolution process.

If the personal information is not provided by the tenant, the landlord and (if appointed) the landlord's agent may not be able to carry out the steps described above.

Personal information collected about the tenant may be disclosed by the landlord or (if appointed) the landlord's agent for the purpose for which it was collected, to other parties including to the landlord (if the landlord's agent is appointed), the landlord's mortgagee or head-lessor (in either case, if any), the legal and other advisors of the tenant, landlord and (if appointed) the landlord's agent, referees, valuers, other agents, Courts and

applicable tribunals, third party operators of tenancy and other databases, other third parties instructed by the tenant (including, without limitation, goods, and services providers), as required by any applicable law and to any prospective or actual purchaser of the residential premises including to their prospective or actual mortgagee (if any). Personal information held by tenancy databases and relevant agencies may also be requested by and disclosed to the landlord and/or the landlord's agent. The landlord and (if appointed) the landlord's agent will take reasonable precautions to protect the personal information they hold in relation to the tenant from misuse, loss, and unauthorised access, modification or disclosure.

Further, if the tenant applies for the lease of the residential premises via any third party letting business, including any online letting businesses, then the tenant will have consented to the disclosure of its personal information by that business to the landlord and (if appointed) the landlord's agent. The tenant consents to the landlord and (if appointed) the landlord's agent receiving personal information from the relevant online letting business for the purposes specified in this Privacy Policy.

If the tenant fails to comply with its obligations under this agreement, then that fact and other relevant personal information collected about the tenant during the term of this agreement may also be disclosed to third party operators of tenancy and other databases, other agents, Courts and relevant tribunals.

The landlord and (if appointed) the landlord's agent may also use the tenant's information including personal information for marketing and research purposes to inform the tenant of products and services provided by the landlord and (if appointed) the landlord's agent, which the landlord and (if appointed) the landlord's agent consider may be of value or interest to the tenant, unless the tenant tells the landlord or (if appointed) the landlord's agent (see opt out option below) or has previously told the landlord or (if appointed) the landlord's agent not to. If the tenant **does not** wish to receive any information about such products and services then please tick this box:  or otherwise notify the landlord and/or landlord's agent using the contact details of the landlord and/or landlord's agent (as applicable) set out earlier in this agreement.

The tenant has the right to request access to any personal information held by the landlord and (if appointed) the landlord's agent which relates to them, unless the landlord or (if appointed) the landlord's agent is permitted by law (including the Act) to withhold that information. If the Act applies to the landlord and the landlord is an 'organisation' (as defined under the Act) then it is entitled to charge a reasonable fee where access to personal information is provided (no fee may be charged for making an application to access personal information). If an agent is appointed by the landlord, it is entitled to charge a reasonable fee where access to personal information is provided (no fee may be charged for making an application to access personal information). Any requests for access to the tenant's personal information should be made in writing to the landlord or (if appointed) the landlord's agent at the contact details included in this agreement. The tenant has the right to request the correction of any personal information which relates to the tenant that is inaccurate, incomplete or out-of-date.

By signing this agreement, **the tenant acknowledges** that it has read and understands the terms of this Privacy Policy and agrees to those terms and the permissions to collect, use and disclose personal information, and **the tenant authorises** the landlord and (if appointed) the landlord's agent to collect, use and obtain, in accordance with the Act, their personal information for the purposes specified in this Privacy Policy.

**ADDITIONAL TERM - ACKNOWLEDGEMENTS**

**80. The landlord and tenant each acknowledge that:**

- 80.1** the landlord and tenant are permitted to agree on additional terms and conditions of this agreement and to include them in an annexure at the end of this agreement;
- 80.2** the additional terms and conditions may be included in this agreement only if:
  - (a) they do not contravene the *Residential Tenancies Act 2010* (NSW), the *Residential Tenancies Regulation 2019* (NSW) or any other Act; and
  - (b) they are not inconsistent with the standard terms and conditions of this agreement; and
- 80.3** The Real Estate Institute of New South Wales Limited (REINSW) is not and cannot be responsible for the drafting and content of any additional terms and /or conditions that are included in any annexure to this agreement.

**SCHEDULE A****SPECIAL CONDITIONS - FLATS****Special Condition 1 - Vehicles**

The tenant must not park or stand any motor or other vehicle on common area, or permit a motor vehicle to be parked or stood on common area, except with the prior written approval of the landlord or as permitted by a sign authorised by the landlord.

**Special Condition 2 - Damage to lawns and plants on the common areas**

The tenant must not, except with the prior written approval of the landlord:

- (a) damage any lawn, garden, tree, shrub, plant or flower being part of or situated on the common area, or
- (b) use for his or her own purposes as a garden any portion of the common area.

**Special Condition 3 - Obstruction of common areas**

The tenant must not obstruct lawful use of common areas by any person except on a temporary and non-recurring basis.

**Special Condition 4 - Noise**

The tenant, or any invitee of the tenant, must not create any noise in the flat or the common area likely to interfere with the peaceful enjoyment of the owner or occupier of another flat or of any person lawfully using the common area.

**Special Condition 5 - Behaviour of tenants and invitees**

- (a) The tenant, or any invitee of the tenant, when on the common area must be adequately clothed and must not use language or behave in a manner likely to cause offence or embarrassment to the owner or occupier of another lot or to any person lawfully using the common area.
- (b) The tenant must take all reasonable steps to ensure that their invitees:
  - (i) do not behave in a manner likely to interfere with the peaceful enjoyment of the owner or occupier of another flat or any person lawfully using the common area; and
  - (ii) without limiting paragraph (b)(i), comply with Special Condition 5(a).

**Special Condition 6 - Children playing on common areas in building**

Any child for whom the tenant is responsible may play on any area of the common area that is designated by the landlord for that purpose but may only use an area designated for swimming while under adult supervision. The tenant must not permit any child of whom the tenant is responsible, unless accompanied by an adult exercising effective control, to be or to remain on the common area that is a laundry, car parking area or other area of possible danger or hazard to children.

**Special Condition 7 - Smoke penetration**

The tenant, and any invitee of the tenant, must not smoke tobacco or any other substance on the common area, except:

- (a) in an area designated as a smoking area by the landlord, or
- (b) with the written approval of the landlord.

The tenant who is permitted under this Special Condition to smoke tobacco or any other substance on common area must ensure that the smoke does not penetrate to any other flat. The tenant must ensure that smoke caused by the smoking of tobacco or any other substance by the tenant, or any invitee of the tenant, in the flat does not penetrate to the common area or any other flat.

**Special Condition 8 - Preservation of fire safety**

The tenant must not do any thing or permit any invitees to do any thing in the flat or common area that is likely to affect the operation of fire safety devices in the parcel or to reduce the level of fire safety in the flats or common areas.

**Special Condition 9 - Storage of inflammable, dangerous or hazardous liquids and other substances and materials**

- (a) The tenant must not, except with the prior written approval of the landlord, use or store in the flat, garage or carport or on the common area any inflammable, dangerous or hazardous chemical, liquid or gas or other inflammable, dangerous or hazardous material.
- (b) This Special Condition does not apply to chemicals, liquids, gases or other material used or intended to be used for domestic purposes, or any chemical, liquid, gas or other material in a fuel tank of a motor vehicle or internal combustion engine.

**Special Condition 10 - Appearance of flat**

- (a) The tenant must not, without the prior written approval of the landlord, maintain within the flat anything visible from outside the flat that, viewed from outside the flat, is not in keeping with the rest of the building.
- (b) This Special Condition does not apply to the hanging of any clothing, towel, bedding or other article of a similar type in accordance with Special Condition 12.

**Special Condition 11 - Cleaning windows and doors**

- (a) Except in circumstances referred to in Special Condition 11(b), the tenant is responsible for cleaning all interior and exterior surfaces of glass in windows and doors on the boundary of the flat, including so much as is common area.
- (b) The landlord is responsible for cleaning regularly all exterior surfaces of glass in windows and doors that cannot be accessed by the tenant safely or at all.

**Special Condition 12 - Hanging out of washing**

The tenant may hang any washing on any lines provided by the landlord for that purpose. The tenant may hang washing on any part of the flat other than over the balcony railings. In each case, the washing may only be hung for a reasonable period. In this Special Condition, "washing" includes any clothing, towel, bedding or other article of a similar type.

**Special Condition 13 - Disposal of waste - bins for individual flats (applicable where individual flats have bins)**

- (a) The tenant must:
  - (i) not deposit or throw on the common area any rubbish, dirt, dust or other material or discarded item except with the prior written approval of the landlord;
  - (ii) not deposit in a toilet, or otherwise introduce or attempt to introduce into the plumbing system, any item that is not appropriate for any such disposal (for example, a disposable nappy);
  - (iii) comply with all reasonable directions given by the landlord as to the disposal and storage of waste (including the cleaning up of spilled waste) on the common area;
  - (iv) comply with the local council's guidelines for the storage, handling, collection and disposal of waste;
  - (v) maintain bins for waste within the flat, or on any part of the common area that is authorised by the landlord, in clean and dry condition and appropriately covered;
  - (vi) not place any thing in the bins of the owner or occupier of any other flat except with the permission of that owner or occupier;
  - (vii) place the bins within an area designated for collection by the landlord not more than 12 hours before the time at which waste is normally collected and, when the waste has been collected, must promptly return the bins to the flat or other area authorised for the bins; and
  - (viii) notify the local council of any loss of, or damage to, bins provided by the local council for waste.

- (b) The landlord may give directions for the purposes of this Special Condition by posting signs on the common area with instructions on the handling of waste that are consistent with the local council's requirements or giving notices in writing to tenants.
- (c) In this Special Condition, "bin" includes any receptacle for waste and "waste" includes garbage and recyclable material.

**Special Condition 14 - Disposal of waste - shared bins  
(applicable where bins are shared by flats)**

- (a) The tenant must:
  - (i) not deposit or throw on the common area any rubbish, dirt, dust or other material or discarded item except with the prior written approval of the landlord;
  - (ii) not deposit in a toilet, or otherwise introduce or attempt to introduce into the plumbing system, any item that is not appropriate for any such disposal (for example, a disposable nappy);
  - (iii) comply with all reasonable directions given by the landlord as to the disposal and storage of waste (including the cleaning up of spilled waste) on common area; and
  - (iv) comply with the local council's guidelines for the storage, handling, collection and disposal of waste.
- (b) The landlord may give directions for the purposes of this Special Condition by posting signs on the common area with instructions on the handling of waste that are consistent with the local council's requirements or giving notices in writing to tenants.
- (c) In this Special Condition, "bin" includes any receptacle for waste and "waste" includes garbage and recyclable material.

**Special Condition 15 - Change in use or occupation of flat to be notified**

- (a) The tenant must notify the landlord if the tenant changes the existing use of the flat.
- (b) Without limiting Special Condition 15(a), the following changes of use must be notified:
  - (i) a change that may affect the insurance premiums for the landlord (for example, if the change of use results in a hazardous activity being carried out in the flat, or results in the flat being used for commercial or industrial purposes rather than residential purposes); and
  - (i) a change to the use of the flat for short-term or holiday letting.
- (c) The notice must be given in writing at least 21 days before the change occurs or a lease or sublease commences.

**Special Condition 16 - Compliance with planning and other requirements**

The tenant must ensure that the flat is not used for any purpose that is prohibited by law and that the flat is not occupied by more persons than are allowed by law to occupy the flat.

**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 loose-fill 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 judgment 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**



**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 /LANDLORD'S AGENT**

\_\_\_\_\_  
(Signature of landlord /landlord's agent) 24/8/2020  
\_\_\_\_\_  
(Date)

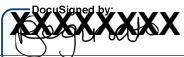
**LANDLORD INFORMATION STATEMENT**

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

DocuSigned by:  
  
\_\_\_\_\_  
(Signature of landlord /landlord's agent) 24/8/2020  
\_\_\_\_\_  
(Date)

**Note:** A landlord's agent must not sign this acknowledgment unless they have first obtained from the landlord a written statement that the landlord has read and understood the contents of the information statement published by NSW Fair Trading setting out the landlord's rights and obligations.

**SIGNED BY THE TENANT**

DocuSigned by:  
  
\_\_\_\_\_  
(Signature of tenant) \_\_\_\_\_  
(Signature of tenant)

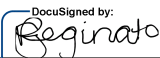
23/8/2020  
\_\_\_\_\_  
(Date) \_\_\_\_\_  
(Date)

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

\_\_\_\_\_  
(Date) \_\_\_\_\_  
(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 an information statement published by NSW Fair Trading.

DocuSigned by:  
  
\_\_\_\_\_  
(Signature of tenant) \_\_\_\_\_  
(Signature of tenant)

23/8/2020  
\_\_\_\_\_  
(Date) \_\_\_\_\_  
(Date)

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

\_\_\_\_\_  
(Date) \_\_\_\_\_  
(Date)

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)

## ANNEXURE

If applicable, include additional Terms and Conditions below

The tenant understands/agrees the following items:

- \*A condition report has not been completed at the property
- \* The tenant shall, as soon as practicable after, notify the landlord/managing agent in writing of any damage to the residential premises.
- \* The tenant shall not insert any additional nails, sticky tape, or in any way cause damage to the interior walls. Blue Tac, painting, or anything similar is not acceptable without the written permission of the landlord.
- \* The tenant agrees to repair locks or replace any keys lost or misplaced and to provide any additional keys cut at the tenants expense.
- \* The tenant/s are responsible for any damage/s that may be caused to the property by any visitors/persons residing at the property or people known to the said named on this agreement
- \* The tenant is fully responsible to maintain the garden, mowing and watering of lawns and weeding in a similar condition to what it was at the commencement of the tenancy.
- \* It is expected that the carpets/floor covering be maintained in a condition similar to what the property was at the commencement of this tenancy taking into account fair wear and tear BUT NOT including stains/tears that have occurred accidentally or intentionally throughout the tenancy and in this event may be responsible for carpet replacement. To be read in conjunction with the condition report.
- \* The tenant agrees not to smoke inside the property.
- \* It is agreed that should the tenant wish to vacate after the fixed term has ended eg.6 months, the tenant will give to the, Managing Agent 3 weeks written notice (21 days).
- \* When vacant possession of the property has been granted to the landlord or managing agent, the tenant agrees to pay rent from the date of the final outgoing inspection till all required works are completed (if any), to present the property for relet, in as near as possible condition (fair wear and tear accepted) as to the commencement of the tenancy and in accordance with the condition report that forms part of this agreement. (only when the property is not seen fit for showing to relet or when a new tenant is ready to move into the property but can not, due to the property not being left in similar condition as per the condition report that forms part of this agreement.)

ANNEXURE



# 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 information: [fairtrading.nsw.gov.au/copyright](https://www.fairtrading.nsw.gov.au/copyright)

This publication must not be relied on as legal advice.

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

## Housing Tenant Evaluation Survey

We are conducting this survey to monitor the effectiveness of our housing service and receive feedback on tenant concerns and conditions of our housing stock to assist us in providing high level of continuous service improvement.

Property Details \_\_\_\_\_

Address \_\_\_\_\_

Person Completing Survey ( Please circle which is relevant)

Are you: Tenant    Boarder    Visitor

### Overall Impresions

	Very Poor	Poor	Average	Good	Very Good
Overall how would you rate the following:					
The service provided by our organisation?					
There Service provided by the Mananging Agents?					
Maintenance works and efficiency of contractors?					
The Condition of you property?					
Being regularly informed on tenants matters?					
Your rights being supported and respected by the Organisation?					
Your rights being supported and respected by the Managing Agent?					
Management of complaints and appeals?					
Management of repairs and maintenance?					
Appropriateness of links to other community services?					

### Service and Rent

	No	Unsure	Yes
Do you feel that you are given sufficient inforamtion about our organisation policies and procedures?			
Did you find the Tenant Handbook and Factsheets useful?			
Did you understand the information given to you by the Managing Agent about renting a property with your organisation?			
Did you have any questions but did not want to ask?			
Are you clear about your rights and resposibilites as a tenant?			
Do you know who the NCAT is and what they are there for?			
Have you understood that you're Commonwealth Rent assistance (CRA) will to be captured as part of your rent?			
How would you rate the following aspects of the Managing Agents Service:			
Are they easy to contact and do they return your calls?			
Do you feel comfortable talking about your housing needs?			
Do they act in a culturally appropriate way?			
Are you satisfied that they organised your housing neds within apprpriate timeframes?			

### Repair and Maintenance

	No	Unsure	Yes
Have repairs to the property been carried out to your satisfaction?			
Are there any repairs to your building necessary now?			
Have you seen or experienced any problemss with wall/ceiling mould o mildew in your property?			
Have you needed repairs on your general appliances in the past 3 months (Heating/air, oven etc)?			
Have repairs been completed in a timely fashion?			
Have repairs been completed to your satisfaction?			

### Tenancy and Property Management

	No	Unsure	Yes
Have you experienced pest problems in your house?			
Are there any current problems with the physical condition of you property?			
Cracked/Peeling Paint			
Strange Odours			
Water leaks/Damage			
Unsightly Garbage or trash			
Dirty Air Vents			
Broken Windows			
Exposed Wires			
Common Area Carpet/Lino Stains			
Have you seen any unsafe, poorly maintained, structurally unsound conditions in your house?			





## WADDI HOUSING and ADVANCEMENT CORPORATION. LTD

11 CARRINGTON STREET, PO BOX 13,  
DARLINGTON POINT, N.S.W. 2706  
PHONE: 0428 681 398 EMAIL: [info@waddihousing.com](mailto:info@waddihousing.com)  
WEBSITE: [www.waddihousing.com.au](http://www.waddihousing.com.au)  
ABN 19 001 376 834

### Date of Letter

Name  
Address

Dear *NAME*,

I am writing to you on behalf of the Board of Directors concerning your application for housing with Waddi Housing & Advancement Corporation.

At a Waddi Housing and Advancement Corporation general meeting held on the *Date* you were confirmed by the Directors to be eligible to apply for housing at *Property Address*, Darlington Point NSW 2706.

### **Availability:**

*How many days the property will be ready for inspection and tenancy.*

### **Inspection:**

If you would like to inspect the property prior to paying bond and rent then you will need to arrange this with the Property Manager, Candace Prudham from Nutrien Harcourt Griffith and she will inform you of an available time. All keys to the property are held by Nutrien Harcourt Griffith. An inspection will not be able to take place until the building works have been finalised.

### **When can you move into the property?**

You cannot occupy the property until an ingoing report has been undertaken by the Property Manager and has been issued to Waddi Housing and Advancement Corporation Ltd, a bond has been finalised and paid and a lease agreement has been signed.

### **Rent and Bond:**

- The rent amount for the property is \$180.00 per week.
- The Corporation would require a bond of 4 weeks rent and two weeks rent in advance. This is a total of \$1,020.00.

You will be handed the keys and authorised to move in once the following is confirmed in writing from Nutrient Harcourt Griffith to the Waddi Housing and Advancement Corporation Ltd.

- Confirmation of the bond lodgement and payment.
- An ingoing report. This is a detailed report that records the state of the property with photo and a description of the condition of the property prior to you moving in.



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Please make an appointment with Candace Prudham from Nutrien Harcourt Griffith to inspect the property or to commence the bond application. If you require bond financial assistance it is your responsibility to arrange this with Centrelink.

Our Managing Agent is Nutrien Harcourt Griffith.

Office Phone Number: 02 6962 1811

Property Manager: Candace Prudham

Mobile Number: 0447 646 614

Address: 9 Lenehan Road, Griffith NSW 2680

Email: [candace.prudham@nutrien.com.au](mailto:candace.prudham@nutrien.com.au)

You will have to contact Candace Prudham at Nutrien Harcourt Griffith Real Estate to provide and organise the following documentation:

- Provide Copy of ID: Drivers licence or Birth Certificate and Proof of Aboriginality.
- Nutrien Harcourt Griffith Rental Application to be filled out and submitted.
- Bond Application and payment.
- Direct Debit/Centrepay Setup is the preference of Waddi Housing and Advancement Corporation.

The lease period is initially for 3-month period and will be terminated if there are issues with rental payments, property damage or subletting.

A meeting to discuss Housing protocols and to receive a Tenancy document induction package will need to be arranged with a Director and the Finance, Governance and Compliance Co-Ordinator.

You will need to bring the letter to be signed off that you have received a housing induction with Waddi Housing and Advancement Corporation Ltd.

### Maintenance and Rental Procedures:

All rental and maintenance issues are handled directly by Property Managers, Nutrien Harcourt Griffith.

The Nutrien Harcourt Griffith office is opened from 8.30am to 5.00pm Monday to Friday.

Nutrien Harcourt details are as follows:

Phone number: 02 6962 1811.

Office address: 9 Lenehan Road, Griffith NSW 2680.

Email address: [harcourts.griffith@nutrien.com.au](mailto:harcourts.griffith@nutrien.com.au).

You can also lodge a maintenance request via the Waddi Housing and Advancement Corporation website [www.waddihousing.com.au](http://www.waddihousing.com.au). This request will go directly to your property manager at Nutrien Harcourt Griffith. You can do this request at any time.

### Waddi Housing and Advancement Corporation Ltd Office Hours and role:

The Waddi Housing and Advancement Corporation Ltd office hours are Tuesday and Wednesday from 9am to 4pm and located at 15 Carrington Street, Darlington Point. This office is an administration office for the Corporation only. Tamileigh Chirgwin is the Finance, Governance and Compliance Co-Ordinator.

Membership, Housing and Community applications are administered at this office. No tenancy maintenance scheduling or rental payments or plans are arranged by this office. This is strictly conducted by your property manager at Nutrien Harcourt Griffith.





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Document Inclusions include:

- Housing Policy and associated Tenant reporting forms
Tenancy Factsheets
Contact listing of support numbers and agencies

If you no longer require the property, please contact Candace Prudham at Nutrien Harcourt on 02 692 1811 or Tamileigh at Waddi Housing and Advancement Corporation Ltd. as soon as possible.

The Waddi Housing and Advancement Corporation Ltd office hours are Tuesday and Wednesday from 9am to 4pm and located at 15 Carrington Street, Darlington Point. This office is an administration office for the Corporation only.

Yours Faithfully,

Tamileigh Chirgwin
Waddi Housing and Advancement Ltd. Finance, Governance and Compliance Co-Ordinator
Mobile: 0428 681 398
Date:

I can confirm that I have received the document package and support contact list.

Tenant Name

Tenant Signature

Date:

I can confirm that I provided the document package and support contact list to .....

Name Position

Signature Date

Name Position

Signature Date



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## SUCCESSION OF TENANCY REQUEST FORM

**THIS FORM IS CONFIDENTIAL. THE INFORMATION YOU SUPPLY WILL ONLY BE USED FOR THE PURPOSE OF BEING HOUSED WITH 'WHAACL' IN ACCORDANCE WITH THE PRIVACY LEGISLATION REQUIREMENTS.**

### APPLICANT

#### Name of Tenant

Name: _____			
Number and Name of Street: _____			
Suburb: _____		Post Code: _____	
Home No: _____	Mobile No: _____	Work No: _____	
<b>Emergency Contact Person's Information</b>			
Name: _____	Phone No: _____		

#### Please list the people in order who you are nominating for succession

Name: _____			
Number and Name of Street: _____			
Suburb: _____		Post Code: _____	
DOB	Relationship to you	Income (per fortnight) \$	
Home No: _____	Mobile No: _____	Work No: _____	

Name: _____			
Number and Name of Street: _____			
Suburb: _____		Post Code: _____	
DOB	Relationship to you	Income (per fortnight) \$	
Home No: _____	Mobile No: _____	Work No: _____	

*Waddi Housing and Advancement Corporation representatives and members wish to extend respects to the traditional custodians of the land on which we live and work, the Elders past and present and to the children and young people of today, who are the Elders of tomorrow.*



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ABN 19 001 376 834

Name: _____		
Number and Name of Street: _____		
Suburb: _____		Post Code: _____
DOB	Relationship to you	Income (per fortnight) \$
Home No:	Mobile No:	Work No:

Name: _____		
Number and Name of Street: _____		
Suburb: _____		Post Code: _____
DOB	Relationship to you	Income (per fortnight) \$
Home No:	Mobile No:	Work No:

All other circumstances not dealt with in this policy will be negotiated and determined by the Board.

Once you have completed this form, please mail or email to

PO Box 13, Darlington Point NSW 2706  
[info@waddihousing.com](mailto:info@waddihousing.com)

Fax:

<b>OFFICE USE ONLY</b>	
Date Received: ____/____/____	
Staff Name: _____	
Signature: _____	
Preliminary Decision: ENDORSED/DECLINED	Date: ____/____/____
Approved at Board meeting	Date: ____/____/____

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ABN 19 001 376 834

Motion: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Moved:

By: \_\_\_\_\_ Seconded: \_\_\_\_\_

*Waddi Housing and Advancement Corporation representatives and members wish to extend respects to the traditional custodians of the land on which we live and work, the Elders past and present and to the children and young people of today, who are the Elders of tomorrow.*



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ABN 19 001 376 834

# Emergency and Support Contact List

**Dial Triple zero...000 ...for fire, police or ambulance Emergency**

### POLICE STATIONS:

**Griffith Address:** 41/47 Railway St, Griffith NSW 2680

**Phone:** [\(02\) 6969 4299](tel:(02)69694299)

**Darlington Point:** Bridge Street, Darlington Point NSW 2706

**Phone:** [\(02\) 6969 9630](tel:(02)69699630) (Not open 24hours)

### Nutrien Harcourt – Maintenance and Rental Issues

Office: 02 6962 1811

Property Manager: Candace Prudham

Mobile Number: 0447 646 614

Address: 9 Lenehan Road, Griffith NSW 2680

Email: [candace.prudham@nutrien.com.au](mailto:candace.prudham@nutrien.com.au)

### Waddi Housing and Advancement Corporation Ltd

Office Hours: Tuesday and Wednesday (9am to 4pm)

Administration and Finance office only.

May be unattended at times due to Co-Ordinator being at appointments or on annual leave.

11 Carrington St, Darlington Point NSW 2706

Mobile: 0428 681 398

Email: [info@waddihousing.com](mailto:info@waddihousing.com)

### Murra Mia Tenant Advocacy Service (MMTAAS)

Phone: 02 4472 9363                      1800 672 185

### Linking Communities Network Griffith

Office Location: 177 Yambil St., Griffith NSW 2680

Phone: 02 6964 4804      After Hours: 1800 650 051

### InterReach

Office Location: Shop 2/63 Yambil St, Griffith NSW 2680

Phone: 1300 488 226

### Salvation Army

Office Location: 402 Banna Ave, Griffith NSW 2680

Phone: (02) 6964 3377

### Service NSW

Office Location: 12b Kooyoo St, Griffith NSW 2680

Phone: 13 77 88

### Griffith Aboriginal Medical Service (Medical Only)

Office Location: 38-42 Jondaryan Ave, Griffith NSW 2680

Phone: 02 6962 0000

### Murrumbidgee Council/Valmar Services for Elders

Local Council office, Carrington St. Darlington Point or call Cherie Chirgwin - 0447 261 035

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Policies and Procedures

Updated March 2021





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## DEFINITIONS

i. In this Manual:

**Certificate holder** means a person to whom a certificate of registration has been issued under the Act.

**Certified copy** means a copy of an original document that has on it an endorsement by a person who is authorised as a witness for statutory declarations under **Statutory Declarations Regulations 2018 (Cth) – Schedule 2** that is a true copy of the original document.

**Licensee** means a licensee under the Act

**Licensee in Charge** means:

- (a) An individual who carries on business under a Class 1 licence; and
- (b) An individual who is employed to be in charge of a business under **Section 31 of the Act**

**Owner** means the person/s with both the legal ownership of the property and authority to sell the property.

**Price statement** means a statement made either verbally or in writing, in the course of marketing a property, to a buyer, a potential buyer, seller or potential seller, that the property is likely to be sold for a specific price or within a specified price range.

**Principal licensee** means:

- (a) A licensee (corporation or individual) who employs a Licensee in Charge under **section 31 of the Act**; and
- (b) An individual who carries on business under a Class 1 licence and does not employ a Licensee in Charge.

**Property** means real property, business or livestock – whichever is applicable.

**The Act** means the **Property and Stock Agents Act 2002**.

**The Regulation** means the **Property and Stock Agents Regulation 2014**.

ii. Words and expressions used in this manual that are defined in **the Act** have the meanings set out in **the Act**.

## 1. LICENSEE IN CHARGE

### 1.1 The Law

- 1.1.1 **Section 31** of the **Property and Stock Agent Act** requires that the Licensee in Charge must hold a Class 1 Licence.
- 1.1.2 In accordance with **section 31(3)**, individual or Corporation that employs a Class 1 Licensee must notify Fair Trading within five (5) business days of the Licensee in charge being appointed. This notice must include the name and licence number of the Licensee in charge, as well as the address of each place of business where the Licensee in Charge will discharge their duties.

### 1.2 Agency Policy

- 1.2.1 The Principal Licensee will ensure that all areas of the Business are properly supervised at all times by the nominated Licensee in Charge, and will complete the **Principal Licensee Declaration** to acknowledge their understanding of their duties and responsibilities in this capacity.
- 1.2.2 No part of the Business will be left unsupervised by a Licensee in Charge at any time. Where a Licensee in Charge is temporarily or permanently unable to properly carry out their duties (whether due to illness, leave or some other reason), the Principal Licensee will ensure they are replaced by an appropriate Class 1 Licence holder.
- 1.2.3 The Business will have a minimum of one Licensee in Charge appointed at all times. The appointment and removal of any Licensee in Charge will be recorded in the **Licensee in Charge Register**.
- 1.2.4 The Business is permitted to appoint more than one Licensee in Charge at any one time, however no more than one Licensee in Charge will be responsible for each area of the Business at any one time. The area of the Business that each Licensee in Charge is responsible for will be recorded in the **Licensee in Charge Register** by the North-East Region Real Estate Administration Manager.
- 1.2.5 The Principal Licensee will ensure that the details of every Licensee in Charge are recorded in the **Licensee in Charge Register**. This register will include the name and licence number of each Licensee in Charge, the address of each place of business where they discharge their duties, and the dates on which they were appointed and removed. Where the Business appoints more than one Licensee in Charge, the register will also include details of the area/s of the Business they are responsible for, as well as the Trust Account/s they are responsible for.
- 1.2.6 If the Business appoints more than one Licensee in Charge, only one Licensee in Charge will have the responsibility for the Trust Account. This appointment will be recorded in the **Licensee in Charge Register**. The Business may elect to appoint one Licensee in Charge for the Sales Trust Account and another Licensee in Charge for the Property Management Trust Account.
- 1.2.7 Fair Trading will be notified within five (5) business days of a Licensee in Charge being appointed, and not less than five (5) days prior to the removal of a Licensee in Charge. This notice will be provided to Fair Trading using the prescribed form.

## 2. REQUIREMENT TO PREPARE OPERATIONAL PROCEDURES

The Principal Licensee will supervise and monitor the people employed and engaged in the Business in accordance with this Procedures Manual. They will instruct all people employed and engaged in the Business in the use of this Procedures Manual and the procedures herein.

The original document that forms the foundation of this Procedures Manual was prepared by The Real Estate Institute of New South Wales Limited (REINSW). The Principal Licensee in charge has reviewed and added to the original document to ensure the Procedures Manual reflects the conduct of the Business.

The Principal Licensee acknowledges that the REINSW will regularly and continually monitor and amend the original document and the Principal Licensee must regularly and continually monitor and amend the Procedures Manual to reflect changes in the original document and regulatory framework.

## 2.1 The Law

- 2.1.1** Section 32(1) of the **Property and Stock Agents Act** provides that a Licensee must “properly supervise” the Business carried on by that Licensee in Charge.
- 2.1.2** Section 32(3) sets out a non-exhaustive list of what constitutes proper supervision. Specifically, it requires the Licensee in Charge to:
- Properly supervise persons engaged in the Business;
  - Establish procedures to ensure that the **Property and Stock Agents Act** and any other laws relevant to the conduct of the Business are complied with; and
  - Monitor the conduct of the Business in a way that ensures, as far as practicable, those procedures are complied with.
- 2.1.3** Section 32(4) allows the Secretary to publish guidelines relating to proper supervision; that is, the Supervision Guidelines.
- 2.1.4** Failure to comply with the Supervision Guidelines is a contravention of section 32 of the **Property and Stock Agents Act**, which is an offence that carries a maximum penalty of 200 units (\$22,000) for a Corporation or 100 penalty units (\$11,000) in any other case.
- 2.1.5** Contravention of section 32 of the **Property and Stock Agents Act** can also trigger disciplinary action under section 191(a) of the Act, ranging from a caution or reprimand through to disqualification from being involved in the direction, management or conduct of the Business.
- 2.1.6** Systematic failure to properly supervise the conduct of the Business may also be relevant to any consideration of whether the Licensee in Charge is a fit and proper person to be involved in the direction, management or conduct of a Business under section 191(e) of the **Property and Stock Agents Act**.

## 2.2 Agency Policy

- 2.2.1** Nutrien Ag Solutions Ltd takes its compliance obligations seriously, and recognises the substantial risks and consequences attached to compliance breaches (both in terms of financial penalties and reputational damage).
- 2.2.2** Nutrien Ag Solutions Ltd uses this Procedures Manual as a tool to satisfactorily address its compliance obligations under the Supervision Guidelines and other relevant laws. In doing so, Nutrien Ag Solutions Ltd strives to not only comply with the law, but also to embrace the spirit of the law.
- 2.2.3** The Licensee in Charge will ensure that:
- They comply with all operational procedures of the Business as set out in this Procedures Manual and will acknowledge this compliance on the **Procedures Manual Checklist**;
  - A current Procedures Manual is in place at all times to ensure the proper supervision of business processes and employee conduct across all facets of the Business;
  - The Procedures Manual is reviewed at least once every year to ensure they comply with the law. Any changes identified as needing to be made will be entered in the **Procedures Manual Change Register**. In addition, the Agency will conduct other periodic reviews to identify opportunities to adopt best practice standards in agency practice and to ensure that it reflects the current original document prepared by REINSW;
  - A copy of the Procedures Manual is given on an annual basis to all employees, who will sign an acknowledgement of receipt using the **Staff Acknowledgement Form**. Receipt of these signed forms will be recorded in the **Staff Acknowledgement Register** by the North-East Region Real Estate Administration Manager;
  - All employees and people engaged in the Business will be trained to ensure they are familiar with the Procedures Manual and comply with operational procedures; and
  - Random and systematic checks of files and documentation are conducted to ensure the procedures set out in the Procedures Manual are being complied with.

### 3. TRUST ACCOUNT PROCEDURES

There must be two Trust Accounts in operation, a Sales Trust Account and a Property Management Trust Account. Each of these Trust Accounts must comply with the requirements set out in **Part 7** of the **Property and Stock Agents Act (the Act)**, and **Part 4** of the **Property and Stock Agents Regulation (the Regulation)**.

#### 3.1 Opening a Trust Account

##### 3.1.1 The Law

**3.1.1.1 Section 86(1) of the Act** requires that any money received for or on behalf of any person by a Licensee in connection with the Licensee's Business must be paid into a Trust Account held with an authorised deposit-taking institution in NSW. Further, that money must be retained in that Trust Account until such time as it is paid or disbursed. The authorised deposit-taking institution must be approved by the Secretary.

**3.1.1.2** Where the Agency is a Corporation, **section 86(2)** sets out that the Trust Account must be in the name of the Corporation.

**3.1.1.3 Section 86(3)(b)** requires the words "Trust Account" to appear in the name of the account and in the description of the Trust Account. The words "Trust Account" must also appear in the description of the Trust Account in the Licensee's books and records, and on all cheques drawn on the Trust Account.

**3.1.1.4** When opening a Trust Account, the Licensee must ensure that the authorised deposit-taking institution is notified in writing that the account is a Trust Account required by **the Act** (see **section 86(4)**). This notice must be in the approved form by the Secretary and the Licensee must serve a copy of the notice on the Secretary within fourteen (14) days of opening the Trust Account.

##### 3.1.2 Agency Policy

Should there be a requirement to open a second Trust Account, whether that be for Sales or Property Management, within NSW, Nutrien Ag Solutions Ltd will ensure that all obligations under the Legislation are met.

**3.1.2.1** The Licensee-in-Charge will:

- Open a Trust Account before commencing trading as an Agency;
- Ensure the Trust Account is held in the correct name;
- Ensure the words "Trust Account" are included in the name of the Trust Account;
- Ensure the words "Trust Account" are included in the description of the Trust Account in the Agency's books and records, and all cheques drawn on the Trust Account; and
- Notify the authorised deposit-taking institution in the approved form that the account is a "Trust Account" required by **the Act** and serve a copy of the notice on the Secretary within fourteen (14) days of opening the Trust Account.

**3.1.2.2** Throughout the period that the Agency trades, the Licensee in Charge will ensure that the Agency maintains a Trust Account with an authorised deposit-taking institution.

#### 3.2 Closing a Trust Account

##### 3.2.1 The Law

**3.2.1.1 Section 86(5) of the Act** requires a Licensee to notify the Secretary within fourteen (14) days of closing a Trust Account.

**3.2.1.2** This notice may be given online or by the prescribed form

**3.2.1.3** The authorised deposit-taking institution then has an obligation to notify the Secretary of the closing of the Trust Account and will provide the Licensee in charge with a form recording the account closure details. This form should be kept by the Licensee in Charge.

##### 3.2.2 Agency Policy

Should there be a requirement to close either the Sales Trust Account or Property Management Trust Account, Nutrien Ag Solutions Ltd will ensure that all obligations under the Legislation are met.

**3.2.2.1** The Licensee in Charge will:



- Notify the Secretary within fourteen (14) days of closing the Trust Account (via Service NSW, or using the prescribed form); and
  - Ensure a receipt of a copy of the form provided by the authorised deposit-taking institution that records the account closure details.
- 3.3.2.2** Where the Agency is moving the Trust Account to another authorised deposit-taking institution, the Licensee in Charge will ensure a new Trust Account is opened no later than the next banking day after the closure of the old Trust Account.

### **3.3 Receiving Trust Money**

#### **3.3.1 The Law**

**3.3.1.1 Section 86(1) of the Act** requires any money received on behalf of clients and other people be held for and on behalf of these people in a Trust Account with an authorised deposit-taking institution until paid or disbursed.

**3.3.1.2 Clause 28 of the Regulation** requires a Licensee to maintain a separate ledger account for trust money received on behalf of or paid to each person on behalf of whom the Agent acts. The ledger must include the name of the person on behalf of whom the Licensee is acting and a reference number or other identification. Details of each transaction affecting the trust money must also be included, including:

- Date of the transaction;
- Description of the transaction;
- Details to identify the trust record originating the transaction;
- Amount of the transaction; and
- Resulting account balance after the transaction.

#### **3.3.1.3 Receipts**

**3.3.1.3.1 Clause 23 of the Regulation** requires that a receipt from the trust receipt book must be issued for all monies paid into the Trust Account as soon as those monies are received.

**3.3.1.3.2 Clause 23(3)** sets out that the receipt must include:

- Date of issue;
- Receipt number in numerical sequence;
- Name of the Licensee in Charge and the words "Trust Account"
- Name of the person from whom the payment was received;
- Name and ledger reference of the person on behalf of whom the payment was made;
- Why the money was received (including identifying the transaction in respect of which the money was paid); and
- Amount of money received and how it was received (i.e. cash, cheque or EFT).

**3.3.1.3.3** Where the receipt relates to rental monies, **clause 23(8)** requires the date to which the rent has been calculated and the position of the rental account as at that date must also be included on the receipt.

**3.3.1.3.4** Receipts must be numbered and used in numerical order (see **clause 23(4)**).

**3.3.1.3.5 Clause 23(2)(b)** requires that where a Trust Account receipt book is not used, a copy of the entries made on the receipt must be made simultaneously in the cash book.

**3.3.1.3.6** If a Trust Account receipt book is used, a copy of the entries made on the receipt must be made simultaneously on the machine-numbered duplicate form in the book (see **clause 23(2)(a)**). This is usually done by using a sheet of carbon. **The Regulation** does not require the cash book entry to be made immediately upon the receipt being created, but it is advisable to do so.

**3.3.1.3.7 Clause 23(9)** provides that an original receipt must be issued on demand to the person from whom the money is received. A Licensee must retain any original receipts that are not provided to the person from whom the money is received (see **clause 23(6)(a)**). Further, any original cancelled and duplicate receipts must be retained (see **clause 23(6)(b)** and **clause 26(6)(c)**).

**3.3.1.4** Where monies are paid by EFT, information should be downloaded from the authorised deposit-taking institution and entered into the receipt side of the cash book. A receipt number or transaction number should be allocated to each entry.

### 3.3.1.5 Depositing Trust Money

**3.3.1.5.1** All trust money received must be paid into the Trust Account before the end of the next banking day or as soon as possible.

**3.3.1.5.2** **Clause 25 of the Regulation** sets out that where money is deposited into the Trust Account, the following details must be recorded in the deposit book or other written deposit record:

- Date of deposit
- Amount of deposit
- Whether the deposit consists of cheques, notes or coins
- Details of all cheques (specifically name of drawer, name and branch of bank and amount)

### 3.3.2 Agency Policy

**3.3.2.1** The Principal Licensee will:

- Ensure that each Trust Account is maintained in accordance with **Part 7 of the Act** by the Principal Licensee, in connection with their business as a Licensee;
- Ensure each Trust Account has only one Licensee in Charge who can authorise the withdrawal of money from that Trust Account, and details of the relevant Licensee in Charge and Trust Account have been recorded for each Trust Account;
- The amounts deposited into and withdrawn from the trust account have been verified using the relevant financial institution's records as source documents;
- Any adjustments shown in an end-of-month reconciliation can be explained with evidence;
- Rental and sales money is paid into the appropriate Trust Account; and
- Ensure that a record is kept of all cash transactions which includes, at a minimum:
  - The cash amount received;
  - The name of the person who received the cash from the payer;
  - The name of the person who prepared the daily banking of those funds;
  - The name of the person who deposited the funds in trust at the financial institution;
  - The Trust Account details

## 3.4 Disbursing Trust Money

### 3.4.1 The Law

**3.4.1.1** Monies paid into a Trust Account must be held in that Trust Account until they are disbursed in accordance with the requirements of **the Act** and **the Regulation**.

**3.4.1.2** Only the Licensee in Charge who is recorded in the **Licensee in Charge Register** and nominated to Fair Trading as having responsibility for the Trust Account can authorise withdrawal of money from that account. The Licensee in Charge cannot delegate this responsibility to another person.

**3.4.1.3** Subject to certain statutory exceptions, **section 86(1)(b) of the Act** provides that monies held in trust for a person can only be paid to that person or disbursed at their direction.

**3.4.1.4** **Clause 24(1) of the Regulation** sets out the two ways that trust money can be withdrawn from a Trust Account: by cheque or by EFT. There can be no cash withdrawals from the Trust Account.

**3.4.1.5** In the case of Trust Account cheques, **clause 24(2) of the Regulation** requires that each cheque must:

- Be machine numbered in a series;
- Marked as 'not-negotiable';
- Not be payable to cash;
- Contain the name of the Licensee or the name of the Agency, and the words 'Trust Account';
- Be signed by the Licensee in Charge.

**Clause 24(3) of the Regulation** sets out that the Licensee in Charge must ensure that cheques are drawn in numerical order of the series to which they belong and that a record of the following is kept for each cheque:

- Number and date of issue of the cheque, name of the payee and amount of the cheque;
- Details identifying the ledger account to be debited, and the name and ledger reference number of the person on behalf of whom the cheque is drawn; and
- Reason for which the cheque is drawn and applicable invoice number (if available).

Pursuant to **clause 24(4) of the Regulation**, if the Licensee maintains an accounting system that (at the same time at which, and in the same operation as that in which, a cheque is drawn) causes the particulars required by **clause 24(3)** to be directly entered in the cash book, this is sufficient compliance with record keeping requirements.

**3.4.1.6 Clause 24(5) of the Regulation** requires a record to be kept of the following for each EFT:

- Name of the person effecting the transfer;
- Reference number or other details sufficient to identify the transfer, its date, the name of the payee and the amount transferred to or from each ledger account;
- Details identifying the ledger accounts to be debited, and the name and ledger reference number of each person on behalf of whom the transfer is made; and
- Reason for the transfer.

**3.4.1.7** Trust money is only paid out of the Trust Account on the instructions of the person on whose behalf that money is held (see **section 86(1) of the Act**). However, there are some exceptions to this. An example is a sales deposit, which is paid by the Purchaser, and it is later disbursed to the Vendor upon settlement. Written advice must be received from the Purchaser or Purchaser's Solicitor that the Agent may account to the Vendor for the deposit.

**3.4.1.8 Section 88 of the Act** specifically prohibits a Licensee in Charge from using trust money to pay their own debts. However, this prohibition does not remove the right of a Licensee in Charge to exercise a just claim or lien against the trust money.

### **3.4.2 Agency Policy**

**3.4.2.1** The Licensee in charge will ensure that all monies deposited in the Trust Account are disbursed in compliance with **the Act and the Regulation**. This includes ensuring that all monies held in trust for a person are only paid to that person or disbursed at their discretion.

**3.4.2.2** The Licensee in Charge will ensure there are processes for obtaining and documenting the express authorisation of the Licensee in Charge to withdraw trust funds in accordance with **the Regulation**

**3.4.2.3** The Licensee in Charge will ensure that the client's instructions regarding the disbursement of trust monies are clearly recorded in writing on the Agency Agreement. Any subsequent instructions from the client must be obtained in writing and retained on the client's file.

**3.4.2.4** The Licensee in Charge will ensure that rental money owing to a Landlord under a Residential Tenancy Agreement (less any authorised expenses) is paid to the Landlord at the end of each calendar month, unless otherwise instructed by the Landlord.

**3.4.2.5** Only the Licensee in Charge who is recorded in the **Licensee in Charge Register** and nominated to Fair Trading as having responsibility for that Trust Account can authorise withdrawal of money from that account. The Licensee in Charge cannot and must not delegate this responsibility to another person.

**3.4.2.6** The Principal Licensee will ensure that all Trust Account activity is electronic and the accounting function is supported by approved computer software that has been designed to comply with **the Act and the Regulation**.

**3.4.2.7** The Licensee in Charge will ensure that a record is kept for each EFT that complies with the requirements of **the Regulation**.

**3.4.2.8** The Licensee in Charge and any other Licensees in the Business cannot and must not use trust money to pay their own debts.

## **3.5 Overdrawn Trust Account**

### **3.5.1 The Law**

**3.5.1.1 Section 89 of the Act** requires a Licensee in Charge to notify the Secretary within five (5) days of becoming aware that a Trust Account is overdrawn. This notification must include:

- Name and number of the Trust account;
- Amount by which the Trust Account is overdrawn; and
- Reason the Trust Account is overdrawn.

**3.5.1.2** Where a Trust Account is overdrawn, **section 92** requires the authorised deposit-taking institution to also notify the Secretary once it becomes aware of the overdraw.

### **3.5.2 Agency Policy**

**3.5.2.1** The Licensee in Charge will ensure that the Trust Account is never overdrawn.

**3.5.2.2** Where the Licensee in Charge becomes aware that a Trust Account is overdrawn, they will notify Fair Trading immediately (and no later than five days) that the account is overdrawn.

**3.5.2.3** The Licensee in Charge will work cooperatively with the authorised deposit-taking institution and Fair Trading as a matter of priority to rectify the issues causing the Trust Account to be overdrawn.

### **3.6 Interest on Trust Account**

#### **3.6.1 The Law**

**3.6.1.1 Section 90 of the Act** provides for the interest earned on Trust Account deposits to be paid to a Statutory Interest Account maintained by Fair Trading. The process for calculating and paying the interest is the responsibility of the authorised deposit-taking institution, not the Licensee in Charge.

**3.6.1.2 Section 91 of the Act** requires the authorised deposit taking institution to notify the Secretary at the end of each month of the number of Trust Accounts opened during that month, the names of the Licensees who opened the accounts, and the account names, numbers and relevant branch addresses.

#### **3.6.2 Agency Policy**

**3.6.2.1** The Licensee in Charge will ensure that all provisions relating to the proper administration of the Trust Account will comply with **the Act** and **the Regulation** at all times.

### **3.7 Computerised Trust Account**

#### **3.7.1 The Law**

**3.7.1.1 Clause 224 of the Regulation** sets out the requirements for maintaining Trust Account records via a computerised system.

**3.7.1.2** The Licensee in Charge must ensure that:

- Records are compiled in chronological sequence;
- Records include all changes (before and after) to the Trust Account (whether creation, amendment or deletion) that includes the following information:
  - Client's name and address
  - Client's reference number (if any)
  - Agency description
  - Trust Account number
- The program includes in its records each field of a data entry screen intended to receive information;
- All journals must balance before entries are made in the ledger;
- Journal reference numbers are allocated and numbered in sequence under program control;
- The program does not allow a Trust Account to:
  - Have a debit balance (unless a contemporaneous record is made, so that a separate chronological report of all such occurrences is produced in permanent legible form on demand)
  - Have any transaction particulars amended otherwise than by a separate transaction effecting the amendment
  - Be deleted unless the balance of the account is zero;
  - Be deleted unless records are produced on demand in permanent legible form in English (e.g. in a hard copy).
- Either:
  - A back-up copy of all records is made no less frequently than once a month and the most recent back-up is kept in a safe place at a separate location to protect against incidents such as fire, or a power or disk failure; or
  - All records are backed up using cloud technology through the internet no less frequently than once a month.

### **3.7.2 Agency Policy**

- 3.7.2.1** The Principal Licensee will ensure that the computer software system used for trust accounting complies with the requirements of **the Act and the Regulation**.
- 3.7.2.2** The Licensee in Charge will ensure that all persons with access to the Trust Account computer software system will have separate logins and that passwords are not shared under any circumstances.
- 3.7.2.3** The Licensee in Charge will conduct a review of each Trust Account is conducted at least once per month, as part of end-of-month account reconciliations, to ensure that all obligations under **the Act and the Regulation** are being met.

## **3.8 Unclaimed Trust Money**

### **3.8.1 The Law**

- 3.8.1.1** The **Unclaimed Money Act** applies to unclaimed money held in a Trust Account.
- 3.8.1.2** **Section 9B** of the **Unclaimed Money Act** defines unclaimed money as money held in a Trust Account kept by a Licensee for more than two (2) years. The Licensee must make reasonable efforts to identify and locate the owner of the money and ensure the money is paid to that owner.
- 3.8.1.3** Where unclaimed money is held by a Business on 30 June in any year, **section 10** of the **Unclaimed Money Act** requires it to be paid to the Chief Commissioner of the NSW Office of State Revenue within four (4) months of 30 June. The return to the Chief Commissioner must include particulars of the unclaimed money in the approved form. The transfer to the owner of the unclaimed money must contain such particulars relating to the paid amounts as are required by the form.
- 3.8.1.4** In addition to the general definition of unclaimed money in **section 9B**, unclaimed money is also defined in **section 9C** of the **Unclaimed Money Act** as money held in a Trust Account by a former Licensee or the personal representative of a deceased Licensee. Where unclaimed money is held in a Trust Account in such circumstances, the person holding the unclaimed money must lodge a return in the approved form with the Chief Commissioner of the NSW Office of State Revenue and pay the money to the Chief Commissioner within three (3) months after the person ceased to be a Licensee or became a personal representative of the deceased Licensee.

### **3.8.2 Agency Policy**

- 3.8.2.1** The Licensee in Charge will adhere to all requirements under the **Unclaimed Money Act** relating to unclaimed money held in Trust Accounts.

## **3.9 Audit of Trust Accounts**

### **3.9.1 The Law**

- 3.9.1.1** **The Act** requires all Trust Accounts to be audited.
- 3.9.1.2** **Section 111** relevantly requires a Licensee to have records and documents relating to the Trust Account audited annually by a person qualified to act as an auditor (see **section 115**). This audit must be carried out within three (3) months of the end of the applicable audit period (unless the Secretary grants an extension). The Licensee must keep the auditor's report for at least three (3) years.
- 3.9.1.3** **Section 112** provides that the audit period is the year ending 30 June. However, the Secretary may fix a different audit period in certain circumstances.
- 3.9.1.4** **Section 115(1)** of **the Act** sets out that auditors must be qualified to act within the meaning of the **Corporations Act, Australian Securities and Investments Commission Act** or otherwise approved by the Secretary.
- 3.9.1.5** The audit report is required to be lodged via the online portal (see **section 116**).

### **3.9.2 Agency Policy**

- 3.9.2.1** The Licensee in Charge will adhere to all requirements under **the Act** for the auditing of the Trust Accounts
- 3.9.2.2** The Licensee in Charge will conduct random audits of the Trust Account, in conjunction with the Trust Department, to ensure that all transactions are true and correct.

### **3.10 Trust Account Records**

#### **3.10.1 The Law**

**3.10.1.1 The Regulation** requires the Licensee to maintain certain records in relation to each Trust Account.

These records include:

- Cash book
- Journal
- Individual ledger accounts
- Monthly trial balance of ledger accounts.

**3.10.1.2 Clause 26 of the Regulation** deals with the cash book and sets out the requirements for recording Trust Account transactions.

**3.10.1.3 Clause 27 of the Regulation** requires a Licensee to record in a journal and sets out that it must contain a record of all transfers between accounts in the Trust Account ledger that are not made by cheque or EFT.

**3.10.1.4 Clause 28 of the Regulation** deals with Trust Account ledgers.

**3.10.1.5 Clause 29 of the Regulation** deals with Monthly Trial Balances.

**3.10.1.6 Under Section 104 of the Act**, the Licensee must make records containing full particulars of all transactions and other prescribed records. These records must be kept for at least three (3) years at the registered office of the Licensee.

**3.10.1.7 Clause 33 of the Regulation** requires a Licensee to ensure that all written records and entries in books of account are in English. No restrictions exist of the technology that can be used to make and keep records (i.e. they can be made and kept on paper or electronically).

#### **3.10.2 Agency Policy.**

**3.10.2.1** All Trust Accounts will be maintained in accordance with the requirements of **the Act**

**3.10.2.2** The Licensee will keep records of all Trust Account transactions for no less than three (3) years at the registered office of the Principal Licensee.

## **4. IDENTIFICATION CHECK FOR THE PURPOSES OF FRAUD PREVENTION**

### **4.1 The Law**

**4.1.1** All Agencies need to be on high alert for identity fraud and must verify the identity of the person with whom it is proposed to enter into an Agency Agreement.

**4.1.2** To combat the increase in identity fraud and scams, Fair Trading issued the **Real Estate Fraud Prevention Guidelines** to help agents verify the identity of vendors to prevent real estate fraud.

**4.1.3** The **Real Estate Fraud Prevention Guidelines** are a set of practices and procedures for agents to follow and confirm the identity of vendors or their representatives. They also include a list of possible warning signs and guidelines, including a proof of identity checklist.

**4.1.4** In accordance with the **Real Estate Fraud Prevention Guidelines**, agents are required to confirm the identity of a person entering into an Agency Agreement (e.g. an owner of the property). When doing so, the Licensee must sight an original or certified copy of a primary proof of identity document, two secondary proof of identity documents and a document providing proof of legal ownership of the property.

### **4.2 AGENCY POLICY**

**4.2.1** The agent will always conduct an identification check in accordance with the **Real Estate Fraud Prevention Guidelines** to confirm that the person they are dealing with is the registered owner (or owners) of the property (or the owner's authorised representative).

**4.2.2** There will be circumstances where the person with the legal right to deal with the property is not the registered owner. For example, the person may hold a Power of Attorney or Enduring Power of Attorney, or may be an Executor, Mortgagee in Possession or hold an appropriate Court Order.

- 4.2.3** The agent should:
- **Verify the person's identity.** The agent must sign an original or certified copy of a primary proof of identity document, two secondary proof of identity documents and a document providing proof of legal ownership of the property. The **Proof of Identity Checklist** sets out the documents that are acceptable as proof of identity documents.
  - **Confirm legal ownership.** The agent should verify the ownership of the property from an original or certified copy of a primary ownership document, such as the property's certificate of title, a land valuation notice up to one year old, current council rates notice up to one year old or National Vendor Declaration concerning relevant livestock.
  - **Check name/s on the Agency Agreement.** Where the person is the legal owner of the property (rather than a representative of the owner), the agent should check that the name on the Agency Agreement is the same as that on the property's certificate.
  - **Conduct a face-to-face check.** The agent should conduct checks face-to-face, and the original documents (or certified copies of the originals) should be sighted to verify identity.
- 4.2.4** The agent should be reasonably satisfied that:
- **Documents are legible.** The agent should be satisfied that all documents relied upon to verify the identity of the person are legible and do not appear to have been altered in any way.
  - **There are no discrepancies.** The agent should be satisfied that there is no apparent discrepancy between the information collected from the person and the information contained in the certificate of title, other than a discrepancy that can be reasonably explained or supported (e.g. a change of name because the legal owner has recently married).
  - **Photographs match.** In the case of primary identification documents, the agent should be satisfied that the photo in the document is a true likeness of the legal owner of the property.
  - **Documents are filed.** Copies of all documents used to verify the client's identity have been placed in the client's file.
- 4.2.5** The agent should ensure that they only deal with the person named on the Agency Agreement. Particular caution should be exercised where a financial institution mortgagee is not listed, or the client is overseas or remote, and dealings are not on a face-to-face basis.
- 4.2.6** The agent should:
- **Establish security questions.** The agent will establish security questions with the confirmed legal owner that only that owner will be able to answer. These questions should be asked every time contact is made.
  - **Use verified contact details.** When communicating with the confirmed legal owner, the agent should only use contact details (postal, email or phone) that are confirmed to be genuine by the legal owner and are held on file. Where an owner changes their contact details, the agent should confirm the new details by corresponding via the current details held on file.
  - **Use original signatures.** The agent should seek to obtain original signatures on documents, rather than scanned or facsimile signatures. Further, all signatures must be carefully checked by agents against original signatures held on file.
  - **Re-type email addresses.** When replying to an email, agents should type the known email address held on file, rather than simply clicking 'reply' or 'reply all', to ensure communications go to the correct person.
- 4.2.7** It is important that an agent is able to identify the possible warning signs of fraud when they arise. Some of these warning signs include:
- **Change of details.** A recent change of address or other contact details that have not been provided until instructions to sell a property are received should raise a red flag.
  - **Overseas documents.** Transactions that involve people or documents located overseas, especially countries known for scams, will warrant further investigation.
  - **New bank account details.** The agent should be on alert for requests for funds to be sent to a different bank account from that normally used by the client (including, but not limited to, offshore accounts). Any change in bank account details should be verbally confirmed with the confirmed legal owner or relevant party (e.g. a Solicitor).

- **Urgent sales.** Where the agent receives advice that a sale is 'urgent' (for example, because of an overseas investment opportunity), agents should be cautious.
- **New email address.** Where a new email address that is generic in nature (for example, a Hotmail, Gmail or Yahoo address) is notified, the new address should be confirmed via telephone or SMS).
- **Quick sales.** Comments by the person that incentives will be provided to the agent if the sale is quick should be treated with extreme caution.

**4.2.8** If the agent suspects identity fraud in a real estate transaction, they should contact the NSW Police or Fair Trading, and don't act on the property sale. The agent will also report the matter to the **Nutrien Crisis, Incident and Property Hotline (Schedule 1)**.

## **5. ONGOING DEALINGS WITH PARTIES TO AN AGENCY AGREEMENT**

### **5.1 AGENCY POLICY**

- 5.1.1** Once an Agency Agreement is entered into, the agent will communicate throughout the provision of services under the Agency Agreement with the Principal to the Agency Agreement (i.e. the owner or owners of the property, or the person with the legal right to act on behalf of the owner or owners).
- 5.1.2** When communicating with the Principal to the Agency Agreement, the agent will only use the contact details that are held on file, which have been confirmed by the Principal.
- 5.1.3** Where a change of contact details or bank account details is received, the agent will confirm the change of details via an alternate contact method to the method used to request the change (e.g. where a request is made via email, the details should also be verbally confirmed).
- 5.1.4** Where the Agent is notified of a change of account details, a Nutrien EFT Form is to be completed and signed by the client/client's representative.

## **6. SALE OF RESIDENTIAL PROPERTY – SELLING PRICE AND OTHER REPRESENTATIONS**

To comply with the requirements of the **Supervision Guidelines**, this section of the Procedures Manual includes the following:

- **Estimated Selling Price** (see paragraph 6.1)
- **Agency Agreements** (see paragraph 6.2)
- **Contract for Sale** (see paragraph 6.3)
- **False, misleading and deceptive conduct** (see paragraph 6.4)
- **Material Facts** (see paragraph 6.5)
- **Conflict of Interest** (see paragraph 6.6)
- **Disclosure of Interest in Property** (see paragraph 6.7)

### **6.1 ESTIMATED SELLING PRICE**

The first step following the vendor's invitation for the agent to provide a listing presentation is the determination of the Estimated Selling Price. While determining the Estimated Selling Price is not an exact science, there are certain things that the agent should consider prior to expressing an opinion regarding the Estimated Selling Price and these need to be documented.

The agent must open a sales file and have all the required documents within that file to demonstrate the reasonableness of the Estimated Selling Price. This must be done irrespective of whether the agent is ultimately engaged by the vendor to sell the property or not.

#### **6.1.1.1 Determining the Estimated Selling Price**

The Rules of Conduct at **Schedule 2, clause 1 and clause 2**, of the **Regulation** require the agent to physically inspect the property for sale and prepare a **Sales Inspection Report and Agency Agreement** (Agency Agreement), which includes the Estimated Selling Price. Doing so is a condition precedent to the Agent acting for the vendor.



**Section 72A of the Act** prohibits an agent from entering into an **Agency Agreement** unless that **Agency Agreement** includes an Estimated Selling Price.

The Estimated Selling Price set out in the **Agency Agreement** may be expressed as either a price or a price range. Where the Estimated Selling Price is expressed as a price range, the highest price in the price range must not exceed the lowest price in the price range by more than 10%.

When advising the vendor of the Estimated Selling Price, the agent must provide the vendor with evidence to support the reasonableness of the agent's Estimated Selling Price. The agent must ensure that they can demonstrate that the calculation of the Estimated Selling Price was reasonable in all the circumstances at the time and that the agent had due regard to those matters that should be considered.

#### **6.1.1.2 Reviewing and changing the Estimated Selling Price**

**Section 72A of the Act** states that an agent must ensure that the Estimated Selling Price is not only reasonable at the time it is first determined, but also that it remains reasonable thereafter.

It is incumbent on the agent to determine the Estimated Selling Price competently. Penalties may apply if the agent does not make reasonable enquiries and apply the necessary assessment in determining the Estimated Selling Price.

The **Supervision Guidelines** require the agent to review the Estimated Selling Price at least weekly to ensure that it remains a reasonable Estimated Selling Price.

Where changes are made to the Estimated Selling Price, the agent must amend the **Agency Agreement** and provide notice in writing of the change to the vendor. This notice must include the revised Estimated Selling Price and the reasons for the revision. Evidence supporting the reasonableness of the revised Estimated Selling Price must also be provided.

#### **6.1.1.3 Marketing and Advertising the Estimated Selling Price**

Representations of price to prospective purchasers must be consistent with the Estimated Selling Price the agent gave to the vendor. The agent cannot mislead a prospective purchaser by quoting an anticipated sale price that is less than the agent's current Estimated Selling Price.

**Section 73 of the Act** sets out that the Agent must not publish any advertising with a selling price that is less than the Estimated Selling Price for the property. Further, the agent must not promote the price for the property using the words "offer over" or "offers above" (or any similar words or symbols).

Where the Estimated Selling Price changes, the Agent must take all reasonable steps to amend or remove any advertising where a selling price published is less than the revised Estimated Selling Price.

There is no requirement to provide prospective purchasers with the Estimated Selling Price.

### **6.1.2 Agency Policy**

#### **6.1.2.1 Determining the Estimated Selling Price**

The agent will determine the Estimated Selling Price by considering such factors as:

- Sales of comparable properties;
- Feedback from potential purchasers;
- Any current or relevant valuations provided in respect of the property;
- The characteristics and features of the property;
- The methods used to market the property; and
- Any other available factor that may affect the Estimated Selling Price

Evidence of any such considerations must be recorded in the agency's sales management system or property file. Information that demonstrates how the Estimated Selling Price was determined must be retained in the property file for sales management system for a minimum of three (3) years.

Prior to providing an Estimated Selling Price to the vendor, the agent must open a sales file.

Where a property does not fall within a marketplace norm, the agent must include a summary on the sales file that explains how the Estimated Selling Price has been determined.

#### **6.1.2.2 Reviewing and changing the Estimated Selling Price**

The selling agent or assistant agent is required to review the estimate of selling price at least once a week to confirm that it remains a reasonable Estimated Selling Price. Evidence of the weekly review must be recorded in the property file or sales management system.

Where the Estimated Selling Price is changed, the agent will provide notice in writing to the vendor, with evidence of how they determined the revised Estimated Selling Price. The **Agency Agreement** will then be updated to reflect the revised Estimated Selling Price.

Where there is a difference between the Estimated Selling Price and the actual selling price, the agent must be able to demonstrate that the difference was reasonable in the circumstances.

#### **6.1.2.3 Marketing and advertising the Estimated Selling Price**

The selling agent or assistant agent must ensure that any price statement made to a buyer, either verbally or in writing, is consistent with the vendor's instructions, and is not lower than the agent's Estimated Selling Price.

The agent and vendor will ensure that the price statement on all marketing and advertising is correct. Where the Estimated Selling Price changes, the agent will amend or remove any marketing material as soon as practicable.

Where the vendor instructs the agent not to disclose the Estimated Selling Price, the agent or assistant agent must ensure that the Estimated Selling Price or any other selling price is not disclosed to potential buyers, either verbally or in writing.

#### **6.1.2.4 Multi-unit or multi-lot listings**

For multi-unit and multi-lot properties under an **Agency Agreement**, the Estimated Selling Price must include the Estimated Selling Price for the lowest and highest-priced properties.

All available units or lots will be grouped into categories, and, if any price indication is given, it must include an Estimated Selling Price for the lowest and highest-priced properties in each category.

Any collective marketing of residential units or lots that includes a price indication must also disclose that there are multiple properties within each category of varying prices.

## **6.2 AGENCY AGREEMENTS**

### **6.2.1 The Law**

**6.2.1.1** Before the agent can market a property for sale or lease, an Agency Agreement must be in place.

**6.2.1.2** **Section 55(1) of the Act** provides that a Licensee is not entitled to any commission or expenses unless there is a written Agency Agreement in place that has been signed by (or on behalf of) both the Principal and the Licensee, the Agency Agreement complies with all applicable requirements of **the Regulation**, and a copy of the Agency Agreement signed by or on behalf of the Licensee was served on the Principal within 48 hours after signing.

**6.2.1.3** Any licensed person in the employ of the Licensee in Charge can sign the Agency Agreement. However, while an Assistant Agent can prepare the Sales Inspection Report, they cannot sign the Agency Agreement.

**6.2.1.4** For residential sales, the Agency Agreement must comply with **Schedule 7** and **Schedule 8 of the Regulation**.

**6.2.1.5** The Agency Agreement must set out:

- Names of each party;
- Address of the Principal, Licensee's licence number and any Business name of the Licensee. Authority of the person on behalf of whom the agent will act to enter into the Agency Agreement;
- Real estate services the agent will provide to the Principal, the period or which the Agency Agreement remains in force or indicating that the Agency Agreement remains in force until terminated;
- Amounts of any fees or commissions the Principal agrees to pay for those real estate services or way in which they are to be calculated;
- Circumstances in which the agent is entitled to payment (e.g. commission is payable only upon sale of the property);
- How and when payment is to be made (e.g. the agent will deduct their commission from the deposit money paid by the purchaser);
- Sources and amounts (to the extent they can be reasonably estimated) of all rebates, discounts, commissions or benefits the Licensee will or may receive from third parties;
- Warnings about circumstances in which the Principal may have to pay commission to more than one agent and a warning that commission is payable even if the sale is not completed (if the Agency Agreement includes such a term);
- The extent of the agent's authority to act for the Principal (e.g. whether the agent is permitted to exchange the Contract for Sale on the Principal's behalf or make changes to the Contract for Sale);
- The agent's Estimated Selling Price; and
- If the Agency Agreement provides for termination by a party, it must indicate how and when it can be terminated.

**6.2.1.6** The Principal has the right to negotiate the terms and conditions of the Agency Agreement and to ask for legally permitted changes to be made. Alterations to the Agency Agreement need to be signed by all parties (except if the agent revises the Estimated Selling Price).

**6.2.1.7** In addition, a signed copy of the Agency Agreement signed by or on behalf of the Licensee must be given to the Principal within 48 hours of signing. This can be done electronically.

**6.2.1.8** **Section 60 of the Act** provides that the Principal may, at their option, rescind the Agency Agreement during the cooling-off period. A notice of rescission must be in writing, addressed to the agent, be to the effect that the Principal rescinds the Agency Agreement and must be signed by the Principal or their Solicitor (or by each Principal or their respective Solicitors if more than one Principal). The cooling-off period commences when the Agency Agreement is signed and ends at 5:00pm on the next day that is a business day or Saturday (see **Section 59(2)**).

## **6.2.2 Agency Policy**

**6.2.2.1** The Agency will exclusively use **REINSW Agency Agreements**

**6.2.2.2** The agent will provide a copy of the proposed Agency Agreement and a copy of the Consumer Guide for Vendors, to the vendor at least one business day prior to the vendor signing the Agency Agreement.

**6.2.2.3** In completing the Agency Agreement, the agent:

- Will adhere to the Identity Fraud Prevention Policy (**Section 4** of this Procedures Manual);
- If the property is owned by a company, the agent must ensure it is a valid and registered company, and have documentation that ensures the person signing the Agency Agreement has the authority to do so; and
- Provide a signed copy of the Agency Agreement, signed by or on behalf of the Licensee, on the vendor within 48 hours of signing.

**6.2.2.4** Prior to marketing the property, the Licensee (or representative of) must sign the Agency Agreement to ensure it has been:

- Fully and correctly completed;
- Signed by a Licensed Agent (as Assistant Agents cannot sign Agency Agreements);
- Signed by or on behalf of the vendor; and

- Dated.

### 6.3 CONTRACT FOR SALE

#### 6.3.1 The Law

**6.3.1.1 Section 63(2) of the Act** requires the Contract for Sale must be available for inspection at the agent's registered office at all times.

**6.3.1.2 Section 52A of the Conveyancing Act 1919** requires vendors to disclose prescribed information about the property by including certain documents in the Contract for Sale and Purchase of Land. The Contract for Sale and Purchase of Land must include the applicable documents set out in **Schedule 1 to the Conveyancing (Sale of Land) Regulation 2017**. These documents are referred to as 'statutory disclosures' and typically include:

- A planning certificate (under **section 10(7) of the Environment Planning and Assessment Act 1979**);
- A sewerage diagram (from the local water authority);
- A title search (conducted via **Property Registry**);
- A deposited plan or strata plan;
- Any registered deeds, dealings or other instruments shown on title (e.g. easements, profits a prendre, restrictions or positive covenants);
- Standard conditions; and
- Swimming pool certificate of compliance or non-compliance (if applicable).

**6.3.1.3 Section 64 of the Act** allows the agent to complete a proposed Contract for Sale, insert or delete any description of furnishings or chattels, and participate in the exchange of making Contracts for Sale.

#### 6.3.2 AGENCY POLICY

**6.3.2.1** The agent must not show, offer or advertise a property or indicate that it is for sale unless:

- There is a Contract for Sale available for inspection at the registered office/branch of the Agency; and
- The Licensee has checked the Contract for Sale to ensure that it is completed correctly, and all the statutory disclosures and other documents are included.

### 6.4 FALSE, MISLEADING OR DECEPTIVE CONDUCT

#### 6.4.1 The Law

**6.4.1.1 Section 52(1)(a) of the Act** prohibits an Agent inducing a person to enter into a contract or arrangement by making any statement, representation or promise that is false, misleading or deceptive (whether to the knowledge of the Agent or not).

Further, **section 52(1)(a)** states that an Agent must not induce a person to enter into a contract or arrangement by failing to disclose a prescribed material fact (whether intended or not) that they know or ought reasonably to know).

**6.4.1.2 Section 52(2)** goes on to provide that a statement, representation or promise will be taken to be false, misleading or deceptive if it would 'reasonably tend to lead to belief in the existence of a statement of affairs that does not in fact exist'. This is the case whether or not the statement, representation or promise indicates that the state of affairs actually does exist.

**6.4.1.3** In accordance with **section 52(3)**, the Agent can defend a claim of false, misleading and deceptive conduct made against them if they can prove that they did not know (and had no reasonable cause to suspect) that the statement, representation or promise was false, misleading or deceptive.

**6.4.1.4** An Agent cannot include a term or provision in the Agency Agreement, Contract for Sale, or any other agreement for the sale and purchase of land or any interest in land that prevents the Purchaser from claiming or being awarded damages or any other relief for misrepresentation or concealment in connection with the sale and purchase of land or any interest in land.

**6.4.1.5 Section 18 of the Australian Consumer Law** prohibits a person, in trade or in commerce, from engaging in misleading or deceptive conduct. Further, in relation to the sale of land, **section 30** states that a person, in trade or in commerce, must not make false or misleading representation about the:

- Nature of the interest on the land;
- Price payable for the land;

- Location of the land;
- Characteristics of the land;
- Use to which the land is capable of being put or may lawfully be put; and
- Existence or availability of facilities associated with the land.

## **6.4.2 Agency Policy**

- 6.4.2.1** The Agent will not make any statements, whether written or verbal, that are or may be false, misleading or deceptive in nature. This includes any information (both written wording and/or images) included in advertisements (both online and in print).
- 6.4.2.2** Prior to making any statements, whether written or verbal, the Agent will take all reasonable steps to ensure that the information being provided is accurate. The research undertaken to verify the accuracy of the representations will be included in the sales file.
- 6.4.2.3** The Agent will not include a term or provision in the Agency Agreement, Contract for Sale or any other agreement for the sale and purchase of land or any interest in land that prevents the Purchaser from claiming or being awarded damages or any other relief for misrepresentation or concealment in connection with the sale and purchase of land or interest.
- 6.4.2.4** The Agent will check the accuracy of all information (both written and/or images) included in any marketing or advertisements (both online and in print).
- 6.4.2.5** All employees of Nutrien will adhere to the **Code of Ethics** (i.e. "Fair Dealings") (**Schedule 2**).

## **6.5 MATERIAL FACTS**

### **6.5.1 The Law**

- 6.5.1.1** Under **section 52 of the Act**, the obligation to disclose material facts lies with the agent.
- 6.5.1.2** Fair Trading's **Misrepresentation Guidelines** provide some further guidance, though not an exhaustive list or definition of material facts. According to the **Misrepresentation Guidelines**, "apart from individual circumstances where an Agent understands that a particular issue is 'material' to an individual.... Agents should concern themselves with considering issues which are sensitive for a significant proportion of the population". Examples given include whether the property has a current DA approval, whether it has had water damage known to the agent in the past or if it was the scene of a serious crime during the current or previous occupation.
- 6.5.1.3** **Clause 54 of the Regulation** prescribe the following as material facts that need to be disclosed by agents:
- **Flood and bushfire** – Where the property has been subject to flooding from a natural weather event or bushfire in the last five (5) years;
  - **Health and safety risks** – Where the property is subject to significant health or safety risks
  - **Asbestos** – Where the property is listed on the loose-fill asbestos insulation register;
  - **Violent crime** – Where the property has been the scene of a murder or manslaughter within the last five (5) years;
  - **Drugs** – Where the property has been used to manufacture, cultivate or supply any prohibited drugs or prohibited plants within the last two (2) years;
  - **Cladding** – Where a fire safety order or building product rectification order has been issued (or there is notice of intention to issue either order) regarding external combustion cladding, or where a development application or complying development application has been lodged for rectification regarding external combustible cladding.

### **6.5.2 Agency Policy**

- 6.5.2.1** The Agent will ensure that the Vendor understands the Agent's obligation to disclose material facts. Further, the Agent will question the Vendor about each of the items set out at **clause 54 of the Regulation**. With the instructions of the Vendor, the Agent will ensure that all matters disclosed by the Vendor are passed on to potential Purchasers.
- 6.5.2.2** The Agent will ask the Vendor whether there are any further matters that should be disclosed to potential Purchasers. The Agent will also make reasonable enquiries to discover material facts.

## 6.6 CONFLICTS OF INTEREST

**6.6.1.1 Section 47 of the Act** requires an Agent to disclose to the Principal:

- Any relationship with a referral;
- Any payment received by the Agent paid by a referral;
- Any benefit that a person is going to receive for prompting, marketing or selling of the property;
- The amounts of any payment or benefit.

**6.6.1.2** Examples of the type of relationships that must be disclosed include:

- Family relationship
- Business relationship
- Fiduciary relationship
- Relationship in which one person is accustomed or obliged to act in accordance with the directions, instructions or wishes of the other.

**6.6.1.3** Examples of a person who may receive a benefit include: seller, finance broker, financial advisor, financier, property valuer, legal practitioner and real estate agent.

**6.6.1.4 Section 47(2)** states that the disclosure only becomes effective if three preconditions are satisfied:

- Disclosure is made on the form prescribed by Fair Trading;
- The client acknowledges the disclosure by signing the form; and
- The disclosure has been made prior to the client entering into the Contract for Sale.

**6.6.1.5 Section 47(3)** defines a benefit to include “money or other benefit”. This means that if the Agent is receiving a gift for a referral, this is also a benefit.

**6.6.1.6 Section 48 of the Act** prohibits an agent from acting for both the Vendor and the Purchaser. In simple terms, an Agent cannot serve two Principals.

**6.6.1.7** Where an Agent is retained by a Vendor to sell their property, **section 49 of the Act** prohibits the Agent from acquiring a beneficial interest in that property. However, **section 49(3)** provides an exemption from the prohibition if:

- Before the Agent obtains the interest, the client consents in writing in a form approved by Fair Trading;
- The Agent acts fairly and reasonably in relation to the obtaining of the interest; and
- No commission or other reward is payable to the Agent in relation to the transaction by which the interest is obtained, unless the client consents in writing in a form approved by Fair Trading.

**6.6.1.8 Sections 49(4) and (5)** set out some of the things that would constitute an Agent obtaining a beneficial interest in property. It is sufficient to say that it is very broad. Additionally, it is important to note that “property” includes an interest in property. This means that obtaining a lease, mortgage or equitable interest is also caught by this section.

### 6.6.2 Agency Policy

**6.6.2.1** The Agency will not, at any time or in any circumstance, act for both the Vendor and the Purchaser in the same transaction.

**6.6.2.2** If an Agent can earn a fee or reward in any form for a referral, then the particulars of same are to be fully set out and submitted to the Licensee in Charge for approval. If the Licensee in Charge approves, then the Agent will seek the consent of the Vendor or Purchaser in writing using the prescribed form.

**6.6.2.3** Employees will, at all times, adhere to the Nutrien **Code of Ethics (Schedule 2)**, and **Gifts and Entertainment Policy (Schedule 3)**.

## 6.7 DISCLOSURE OF INTEREST IN PROPERTY

### 6.7.1 The Law

**6.7.1.1 Section 50(2) of the Act** provides that where a Licensee has a “relevant interest” in the sale or proposed sale of a property, they must disclose that interest in any advertisement relating to or in connection with the proposed sale. This includes where the agent has an interest in the proceeds of the sale.

**6.7.1.2** In accordance with **section 50(3) of the Act**, a Licensee has a “relevant interest” in the sale of the property if they are a direct owner of the property, if they are a Corporation and a director is an owner of the property or if the Licensee is a director of a Corporation and the Corporation owns the property.

A “relevant interest” also includes instances where the Licensee owns shares of a Corporation that owns the property or owns units in a unit trust that owns the property.

**6.7.1.3** Employees of the Business and, depending on the circumstances, relatives of the employees of the Business can be captured as having a “relevant interest”.

## **6.7.2 Agency Policy**

**6.7.2.1** Where the Licensee has a relevant interest in the property being sold, all advertising (both print and online) must prominently include the following words: “Agent discloses an interest”.

## **7. COMPLAINTS HANDLING PROCEDURES**

This Policy is for Nutrien Harcourts Operations **INTERNAL** purposes ONLY and is not to be provided to a client.

### **7.1 Agency Policy**

#### **7.1.1 Overview**

Nutrien Harcourts Operations strives to deliver the highest quality service to our clients, and to act with integrity in all our business dealings.

Nutrien Harcourts Operations recognises that every stakeholder has the right to lodge a complaint if they are not satisfied with our service or actions.

We value feedback from our external stakeholders and to ensure we can respond appropriately, all complaints and feedback are recorded and will be dealt with in accordance with this Policy.

Nutrien Harcourts has zero tolerance for an Agent’s failure to comply with the **Property and Stock Agents Act (the Act), Property and Stock Agents Regulation (the Regulation)**, and other laws relevant to the conduct of the Business and, as such, all complaints are addressed actively and in compliance with relevant legislation, including privacy laws.

#### **7.1.2 How a client can make a complaint**

A client can make a complaint to Nutrien Harcourts Operations using the following methods:

- **By email**

Email the complaint to the relevant Nutrien Harcourts/Nutrien Ag Solutions Branch/Office Manager

- **Online**

Submit a complaint on the ‘Contact Us’ page of the Nutrien Harcourts website at [content.nutrienharcourts.com.au/content/contact-us](https://content.nutrienharcourts.com.au/content/contact-us)

- **By phone**

The client can call the Real Estate Manager relevant to their region. Contact details are listed at [content.nutrienharcourts.com.au/content/our-team](https://content.nutrienharcourts.com.au/content/our-team)

Alternatively, the client can call a member of the Support Desk on 1800 888 642 (between 9am to 5pm Eastern Standard Time, Monday to Friday)

#### **7.1.3 Information to include in the complaint**

To help us investigate and resolve the complaint effectively, it is important that the client provides Nutrien Harcourts Operations with the following information:

- Their full name, email address and daytime contact number
- A description of their complaint (including their local Nutrien Harcourts office or Nutrien Ag Solutions Branch, if relevant to their complaint)

- Any additional documentation or information that may support their complaint
- How they would like their complaint to be resolved.

#### 7.1.4 What will happen if a customer makes a complaint

If they make a complaint, Nutrien Harcourts Operations will:

- Acknowledge receipt of their complaint either verbally or in writing within a reasonable period
- Endeavour to provide a resolution to the client's complaint within a reasonable period
- Where the complaint relates to financial transactions, the complaint will be reported to the Licensee in Charge as soon as practicable and will be supervised directly by that Licensee in Charge
- Where the issues are complex, additional time may be required to allow Nutrien Harcourts to conduct proper enquiries. Where this is necessary, the client will be kept informed of the progress of the investigation and the expected timeframe for completion.
- If the client's complaint is not resolved to their satisfaction, they may contact the Nutrien Ag Solutions General Counsel & Compliance Officer at: [Clare.Darmanin@nutrien.com](mailto:Clare.Darmanin@nutrien.com)
- All complaints and actions taken by the business in response to the complaint are recorded in a register and retained for at least 3 years from the date of receipt or resolution of the complaint, whichever is later.

## 8. EMPLOYEE SUPERVISION

### 8.1 The Law

**8.1.1 Section 20(2) of the Property and Stock Agents Act (the Act)** requires all Licence and Certificate of Registration holders to comply with the Continuing Professional Development (CPD) requirements set down by the Secretary.

### 8.2 Agency Policy

**8.2.1** The Licensee in Charge will ensure that all Agents employed by Nutrien Ag Solutions Ltd (and listed under the Nutrien Ag Solutions corporate licence) or engaged in the Business hold (as appropriate) a current Class 1 Licence, Class 2 Licence or Certificate of Registration.

**8.2.2** The Licensee in Charge will ensure that all Licences and Certificates are renewed by the renewal date and a record is kept (**NSW Licence Register**) with the relevant details.

**8.2.3** The Licensee in Charge will ensure that all Licence and Certificate of Registration holders understand their CPD obligations and complete these obligations within the CPD year.

### 8.3 Employee responsibilities

**8.3.1** All employees listed under the Nutrien Ag Solutions corporate licence will ensure:

- They work within the scope of the employment (as per their job description);
- They work in accordance with the requirements of **the Act, the Regulation**, and the **Property and Stock Agents (Qualifications) Order**;
- Their Real Estate Licence or Certificate of Registration is current at all times, and they notify the Licensee in Charge of any renewals or changes to their Licence or Certificate.
- They comply with CPD obligations, complete these obligations within the CPD year and provide evidence of completion of CPD; and
- They comply with this Procedures Manual.

**8.3.2** All Assistant Agents will ensure:

- They complete work experience requirements in accordance with the **Property and Stock Agents (Qualifications) Order**; and
- They understand they cannot enter into Agency Agreements on behalf of Nutrien Ag Solutions Ltd.



- 8.3.3** All Licence holders (Class 1 and Class 2) will ensure:
- They can, if required, verify an Agency Agreement (and Sales and Inspection Report) prepared by an Assistant Agent;
  - The Agency Agreement and all accompanying documentation complies with Agency procedures and the law before it is signed; and
  - A property inspection has been carried out prior to the Agency Agreement being prepared, and that it is accurate in all respects, before the Agency Agreement is signed.

## **9. GIFTS AND BENEFITS REGISTER**

### **9.1 The Law**

- 9.1.1** **Section 53(F)(1) of the Act** prohibits an Agent from requesting or accepting a gift or other benefit in circumstances that may reasonably be considered to give rise to a conflict of interest.
- 9.1.2** There are, however, circumstances where the Agent does not have to disclose the request or receipt of a gift or benefit to the Principal; for example, anything provided by the Agent's employer, anything provided in accordance with the terms of an Agency Agreement or from a client as a gift in gratitude for services provided under an Agency Agreement, if the gift or benefit is of a kind prescribed by **the Regulation** or anything with a value less than the prescribed amount in **the Act** (see **section 53F(2)(c)** and **section 53F(2)(d)**).
- 9.1.3** **Schedule 1, clause 21 of the Regulation** imposes a limit of \$60 on the value of gifts and benefits. Therefore, if the individual gift or benefit does not exceed \$60, the Agent can request or accept that gift or benefit without disclosing it to the Principal.

### **9.2 Agency Policy**

- 9.2.1** All Agents, and other employees of the Agency and those engaged in the Business, must adhere to the requirements of **section 53F of the Act**.
- 9.2.2** The Licensee in Charge will create and maintain a **Gifts and Benefits Register** and this register will be made available to all Agents and other employees of the Agency.
- 9.2.3** All Agents and other employees of the Agency and those engaged in the Business will record all gifts and benefits (that are not exempt) in the **Gifts and Benefits Register**.
- 9.2.4** All Agents, and other employees of the Agency and those engaged in the Business, will not request or accept gifts or benefits without first checking to see whether they are able to do so under **section 53F of the Act**, and Nutrien's **Gifts and Entertainment Policy (Schedule 3)**.

# CRISIS, INCIDENT & PROPERTY HOTLINE



# 1300 751 764

ALL INCIDENTS TO BE NOTIFIED VIA HOTLINE

## WHEN ON THE PHONE

- You will be prompted by the operator to provide all relevant information relating to the incident, or hazard/property report
- Please answer all questions asked, providing as much detail as possible



## LEVEL ONE: SERIOUS INCIDENT – ESCALATION WILL BE IMMEDIATE

<b>Fatality</b>	Death of a Nutrien Ag Solutions employee; contractor or third party resulting from Nutrien Ag Solutions operations or work-related actions of its employees.
<b>Serious Injury</b>	Serious injury involving hospitalisation to a Nutrien Ag Solutions employee; contractor or third party resulting from Nutrien Ag Solutions operations or work-related actions of its employees.
<b>Property / Environment</b>	Serious incident/event or damage (including potential) to a building that causes a real or perceived threat to Nutrien Ag Solutions employees/contractors/third parties; property; profitability or a major environmental incident.



## LEVEL TWO: SIGNIFICANT INCIDENT – ESCALATION WILL BE WITHIN 2 HOURS

<b>Lost Time Injury</b>	Lost Time Injury to a Nutrien Ag Solutions employee.
<b>Serious Near Miss</b>	Serious Near Miss involving a Nutrien Ag Solutions employee; contractor or third party.
<b>Environment</b>	Major environmental incident (chemical spill etc) with the potential to cause major harm to the environment.
<b>Damage</b>	Fire, flood or damage to a Nutrien Ag Solutions property affecting operations.



## LEVEL THREE: MODERATE INCIDENT OR ISSUE – ESCALATION WITHIN 24 HOURS

<b>Injury</b>	Medically treated or First Aid incident
<b>Motor Vehicle</b>	Motor Vehicle incident or accident
<b>Safety</b>	Minor safety concern or issue – no immediate risk
<b>Environment</b>	Minor environmental incident causing transient harm only
<b>Legal</b>	Legal issue relating to fraud; grievance; threat; etc
<b>Complaint</b>	Customer; supplier; visitor complaint
<b>Regulator</b>	Regulator / Authority related - visits; audits; corrective actions; etc
<b>Breach</b>	Breach; violation or transgression of a regulation or law



## PROPERTY / MAINTENANCE ISSUE – ESCALATION WITHIN 24 HOURS

<b>Damage</b>	Minor damage to a Nutrien Ag Solutions property not affecting operations
<b>Maintenance</b>	Maintenance repairs to a Nutrien Ag Solutions property not affecting operations



# Code of Ethics

**Nutrien**<sup>™</sup>  
Feeding the Future<sup>™</sup>

**Nutrien Code of Ethics  
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This Code does not alter any of our terms and conditions of employment,  
nor does it create contractual rights for you or others.



# *A message from Chuck Magro*

Dear Colleagues,

Each time we act, we make a big impact. As an organization, we strive to do the right thing every day to grow a better world – and that means every individual across the company must do the same. Nutrien's reputation is defined by the daily interactions and choices of its employees, so our actions – large and small – demonstrate our commitment to our core values of integrity and safety, and ultimately, make our business what it is. We succeed on the strength of our people, ideas, products and services, and never through unethical or dishonest behavior.

Our Code of Ethics is a key document that outlines what we mean when we ask all employees in all geographic regions to uphold our high ethical standards. The Code is your guide to ethical decision making, and I expect you to read, understand and work by it every day.

We recognize that our jobs are diverse and complex, and the Code may not address every situation that you may encounter at work. If you have questions or don't understand something, it is imperative that you ask. Do not guess. Your supervisor and teams from Human Resources, Compliance and Legal are available to discuss any questions or concerns you may have. We value employees who ask questions and raise concerns, and will not tolerate retaliation against anyone who reports a potential violation in good faith.

Our purpose is to 'Grow our world from the ground up' and together we raise standards and expectations on what a leading agriculture company can be. Our reputation and success are in your hands. Thank you for upholding our core values of integrity and safety and ensuring they are at the heart of every decision we make and everything we do.

Best Regards,



Chuck Magro  
President and CEO





# 1. The Purpose of Our Code



Nutrien's most important assets are our employees, customers, shareholders, suppliers and the communities in which we operate. It is critical that we maintain the trust of each. Our Code of Ethics ("Code") helps us fulfill our responsibilities by:

- » Committing to the public and our stakeholders our uncompromising integrity in every aspect of our efforts.
- » Describing our values and principles of business conduct, including our own high standards and our fundamental respect for the rule of law.
- » Guiding employees how to engage in ethical decision making in all our operations around the world.
- » Outlining our approach to interacting ethically with stakeholders – employees, customers, suppliers, competitors, governments and communities – and acting in the best interest of shareholders.
- » Nutrien has several entity-level and local policies that you are required to read and understand in addition to this Code.

## 2. Our Code Applies to Everyone



### General

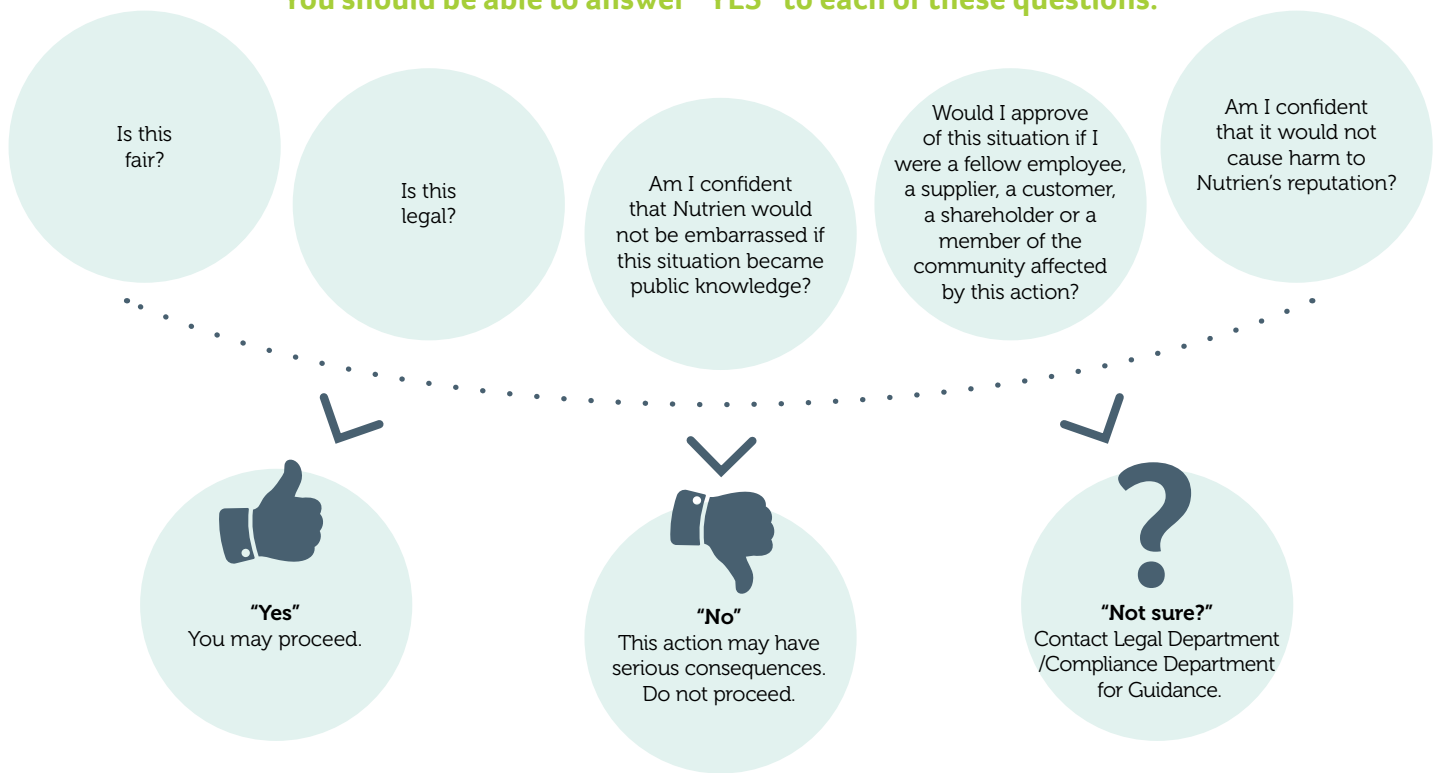
All of us must comply with the Code including all employees, officers and the Board of Directors (“directors”) of Nutrien. Nutrien includes the Nutrien Group of Companies, meaning all of its affiliated entities (i.e., entities in which Nutrien controls or owns, directly or indirectly, more than 50% of the outstanding shares) (collectively referred to as “Nutrien”). We also require some business partners and other entities to comply with this Code. It is important that all representatives of Nutrien act in a manner that will maintain Nutrien’s reputation for ethics, integrity and respect, and foster a culture of honesty and accountability.

It is important that we understand the Code and how to apply it to situations we may encounter in our work. It will be relatively easy to determine how to apply the Code to many situations. However, some business situations are more complex.

The Code does not provide guidance on every circumstance we might face in our work. Instead, it sets minimum standards that each of us is expected to meet or exceed in our business dealings and provides guidelines to help us address new situations. As always, each of us are expected to use our best judgment and common sense, keeping in mind that we are required to comply with the spirit, as well as the written words, of the Code.

If you face an ethical situation and you’re not sure what to do, asking yourself the following questions may help.

## You should be able to answer “YES” to each of these questions.



### When in Doubt, ask Before Acting

All of us are encouraged to raise questions or issues with our supervisors, the Human Resources Department, the Legal Department or the Compliance Department.

Compliance with the Code is mandatory. A breach of the Code may result in disciplinary action, up to and including termination of employment, where permitted by local law.

This Code does not alter any of our terms and conditions of employment, nor does it create contractual rights for you or others.

### A Higher Standard for Leadership

All supervisors, managers and officers (collectively, “leaders”) have an elevated responsibility to lead according to the standards in this Code, in both words and actions, because leaders are in positions of trust and influence, and set the ethical tone of the organization. Leaders are expected to ensure that we understand this Code, and complete the required annual training and commitment to this Code. Leaders also are expected to adhere to and promote our open door culture. This means that they are available to anyone with ethical concerns, questions or complaints, and encourage an environment where we feel comfortable asking questions or raising concerns. Our leaders must follow up on allegations of wrongdoing, and take appropriate action, including notifying the Legal Department or the Compliance Department where appropriate.

Leaders must adhere to our No-Retaliation Policy. They cannot retaliate against anyone for raising a concern or question in good

faith or participating in an investigation. Leaders must not tolerate retaliatory acts by anyone else.

### Waiver

If you need to inquire about or seek a waiver of a provision of our Code, you should reach out to the Legal or Compliance Department. Waivers of our Code that are applicable to our directors or executive officers must be approved by our Board of Directors (or a designated Board committee) and will be disclosed as and when required by law or the listing standards of the Toronto and New York Stock Exchanges.

**Compliance with the Code is mandatory.**



**A breach of the Code may result in disciplinary action, up to and including termination of employment, where permitted by local law.**



# 3. Our Responsibilities Under the Code



Nutrien’s business activities are rooted in public trust. Our continued success depends on maintaining our ethical reputation. Each of us has a duty, if appropriate under local law, to report violations, or suspected violations, of this Code or any other Nutrien policy. We also have an obligation, in conformity with local law, to participate in internal and external investigations into reported allegations of misconduct, as well as cooperate with internal and external auditors.

## Obligation to Report Misconduct

If you have a good faith belief that you, or someone else, is about to or has engaged in conduct that violates this Code or any other law or Nutrien policy, you are required to report it immediately, if appropriate under local law. You can report to your supervisor, any member of management, your local Human Resources Department, any member of the Legal Department or the Compliance Department. Another option is to report to the Audit Committee, which you can do by sending a written summary of your concerns to Nutrien’s head office, in a sealed envelope marked “**Private and Confidential – Attention: Chair of the Audit Committee of Nutrien.**” Directors and officers are required to report misconduct to the Chair of the Board, or to the Chair of the appropriate committee of the Board.

You also can contact the Nutrien Compliance Hotline to report your concerns. If you use the Compliance Hotline, you can choose to remain anonymous, where permitted by local law, or you can identify yourself. All inquiries to the Compliance Hotline will be handled confidentially to the extent permitted by local law.

The Code will be enforced at all levels of Nutrien. Violations of the Code or other Nutrien policies will be taken extremely seriously and may result in disciplinary action, up to and including termination of employment, where permitted by local law. If any breach of the Code or Nutrien policies violates the law, civil or criminal legal proceedings may also result.

Compliance Department  
[compliance@nutrien.com](mailto:compliance@nutrien.com)

Compliance Hotline  
[www.nutrien.ethicspoint.com](http://www.nutrien.ethicspoint.com)

## Report Handling Procedures

We will maintain an open culture where all concerns expressed in good faith will be investigated and, if appropriate, acted upon. We will always strive to protect the anonymity of anyone who in good faith reports suspected misconduct. All concerns, questions and complaints will be taken seriously and handled promptly, confidentially and professionally.

The Compliance Hotline is available 24 hours a day, 7 days a week and is administered by an independent vendor. There will be no effort to trace or record calls to the Hotline or emails sent to the Compliance mailbox. The information you provide is summarized by the independent vendor in a report and forwarded to members of the Compliance Department. Concerns involving executive management are also automatically sent to the Chair of the Audit Committee.

When a concern is reported, whether through the Compliance Hotline or by any other method, the Compliance Department reviews the report and decides what type of investigation is appropriate. The Compliance Department can communicate with you through the Compliance Hotline or, if you choose to identify yourself, directly through phone, email, the website or in person. You will be notified once the investigation has been completed. Under some circumstances, Nutrien may have confidentiality obligations that may limit the information that can be provided to you at the end of the investigation.

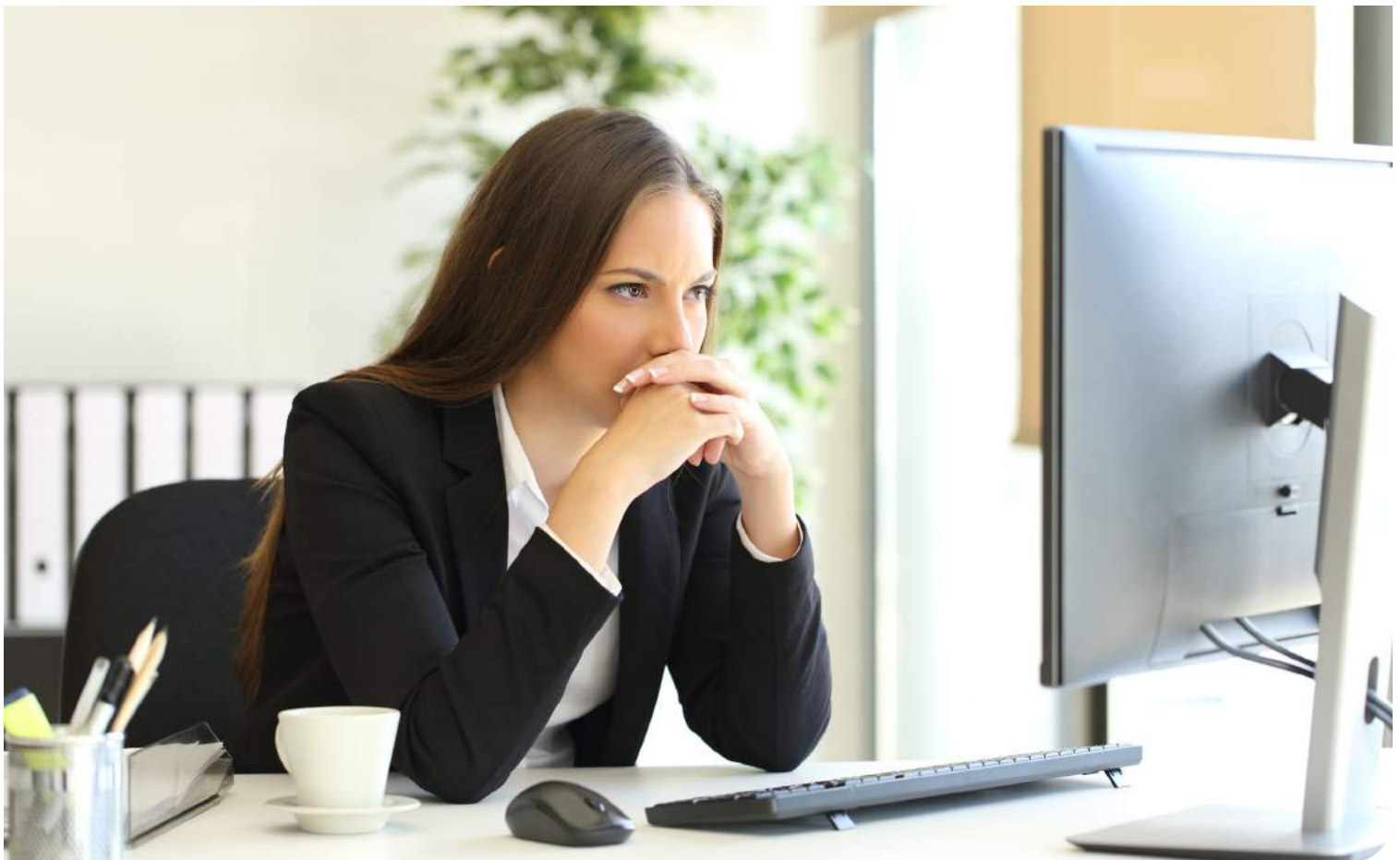
## No-Retaliation Policy

We will not tolerate retaliation, and will protect employees from retaliation. This means that we will not permit retaliation of any kind by or on behalf of Nutrien and our directors, officers, or employees against (a) good faith reports or complaints of violations of this Code or Nutrien policies, or other illegal or unethical conduct, or (b) cooperation in an investigation by a governmental authority or by Nutrien, where the person cooperating has a good faith belief that a violation of law, this Code, or other Nutrien policies has occurred. Acting in good faith means that you have a reasonable belief that the information you provide is true, and that you provide all the information you have.

To maintain the standards of conduct embodied in this Code, Nutrien needs your active cooperation, and requires your full support. If you believe you have been retaliated against, contact the Legal Department, the Compliance Department, or the Human Resources Department. Anyone who retaliates against another person in violation of this Code or Nutrien policies will be subject to disciplinary action, up to and including termination of employment, where permitted by local law.

## Annual Training/Acknowledgment

Each year, you will be asked to complete the Code of Ethics training course. Upon completion of this training, you may be asked to reaffirm your commitment to comply with the Code of Ethics.



# 4. Our Commitment to the Law and Nutrien Policies



Nutrien continues to grow throughout the world. We must respect and comply with all the laws that apply to our business operations, wherever we conduct business around the world. This means that we must abide by the laws of the countries, provinces, states and other local jurisdictions in which we do business. We also must ensure that we understand and abide by laws of the jurisdictions that apply to us globally.

Each of us also is responsible for abiding by all applicable written Nutrien policies, procedures and guidelines, including Nutrien's entity-level and local policies.

The Legal Department is available to assist in interpreting and applying the law and Nutrien policies pertaining to each of our lines of business.

Below are some of the laws and Nutrien policies that influence how we do business at Nutrien.

## Antitrust and Competition Law

We are required to comply with all applicable antitrust and competition laws. These laws are designed to protect and promote free and open competition. We are prohibited from making formal or informal agreements – whether successful or not – with competing companies that attempt to restrict trade.

Even the appearance of violating antitrust or competition laws can bring serious consequences to the individuals involved and to Nutrien.

Examples of conduct, agreements or understandings among competitors that may violate antitrust or competition laws include, but are not limited to:

- » Price fixing or other unreasonable price or terms of sales agreements;
- » Charging different prices for like goods to similar customers under certain circumstances;
- » Dividing or allocating customers, markets or territories between competitors;
- » Boycotts or classification of customers;
- » Limiting, restricting or curtailing production among competitors;
- » Improperly tying or bundling services;
- » Attending a trade association meeting or any other meeting with competitors where prices or other terms of sale are discussed.

For more information, please see our [Competition Law Policy](#).



**Q:** A Nutrien competitor called Samantha, threatening that if she did not stop making sales calls in his market, he would make negative public comments about Nutrien that could threaten Nutrien's business. Samantha doesn't want her sales calls to cause Nutrien any harm in the public eye. What should she do?

**A:** Samantha should tell the competitor that the call he is making is illegal and hang up immediately. She should report the call to her supervisor and the Nutrien Legal Department. The competitor is violating competition laws, our Global Competition Policy and our Code by trying to divide the market. Always be cautious when dealing with competitors. If you have questions, consult with your manager and the Nutrien Legal Department or Compliance Department.

## Anti-Corruption and Anti-Bribery

All of us must engage in ethical conduct and comply with all foreign and local anti-corruption and anti-bribery laws in any jurisdiction in which we do business. A bribe is the giving (or authorizing or offering) of something of value to an individual with the intent of obtaining an improper benefit. A bribe can take many forms, including cash and cash equivalents, gifts, entertainment, meals, travel, below-market loans, preferential hiring, favors and political and charitable donations. If you receive a demand for or offer of a bribe in any form you must reject it and report it immediately to the Legal Department.

Anti-corruption laws prohibit bribing anyone – including government officials and business partners – by offering anything of value, either directly or indirectly through a third party, in an attempt to obtain or retain business or a business advantage. Nutrien prohibits the payment of all bribes whether to government officials or business partners. Bribes and other corrupt payments may violate multiple anti-corruption laws and expose individuals and the Company to civil and criminal liability and severe penalties. Violations also could result in the loss of future government contracts.

Third parties also can create corruption and bribery risks for Nutrien when they act on our behalf. It is important that we conduct a proper level of due diligence prior to entering into business relationships with third parties.

For more information, please see our **Global Anti-Corruption Policy**.

## Global Trade Compliance

Nutrien's global reach demands that we exercise appropriate due diligence as to the third parties with which we do business and that we comply with all international laws regulating trade, as well as local import and export laws and regulations. These laws are complex and can change quickly as governments address new political or security issues. In general, they govern the export, import or transfer of certain controlled products and technology by Nutrien. If your job involves the transportation or use of products or technology subject to export control laws or importation regulations, it is your responsibility to know and follow all such laws and regulations, as well as related Nutrien

policies and procedures. The consequences for violating trade control laws and regulations are severe – both for Nutrien and for the individuals involved. Therefore, if you have any questions about exports, re-exports or imports, please contact the Legal Department.

In addition, some countries where we do business use embargoes and sanctions to further foreign policy and national security objectives. These embargoes and sanctions prohibit or severely restrict our direct or indirect dealings with certain countries. They also may restrict our dealings with individuals or with companies controlled by the government. You are responsible for obtaining a legal review of any transaction involving any country subject to Canada, United States or United Nations embargoes or sanctions to determine whether applicable laws prohibit the proposed transaction. In addition, all transactions must be screened to ensure that they do not involve any prohibited parties, destinations or end-uses.

## Anti-Money Laundering

Nutrien is committed to complying with anti-money laundering laws in the countries where we do business. Money laundering is the process by which individuals or entities move criminal funds through the financial system to hide traces of their criminal origin, or otherwise try to make these funds look legitimate. We need to be on the lookout for irregularities in the way payments are made (i.e., attempts to make payments in cash, payments to third parties not involved in the contract, or requests to make an overpayment).

We will not conduct business with individuals or organizations that we reasonably believe could be engaged in money laundering or any process by which such individuals or organizations try to conceal illicit funds or make those funds look legitimate.

## Travelling Abroad

As part of our global business, many of us may travel internationally and cross border on a regular basis. It is vital that when doing so we provide accurate information to authorities when applying for entry to a country and that we obtain appropriate immigration documentation to cover our activities in that country and comply with all tax, immigration and related laws and regulations. If you have any questions or concerns, please refer to the Travel Department or the Human Resources Department for assistance.



# 5. Our Commitment to Our People



## Fair and Respectful Workplace

Nutrien encourages respect for the rights, culture, diversity and dignity of all individuals. Nutrien strives to maintain a work environment that is respectful, professional and free from discrimination and harassment.

Nutrien will not tolerate discrimination or harassment directed at any individual or group with respect to, but not limited to, race, gender, gender identity, gender expression, color, religion, national origin, age, qualifying disability, veteran status, marital status, family status, pregnancy, sexual orientation or any activity specifically protected under a Nutrien policy. Jurisdictions in which we do business may include additional protected grounds not mentioned above. Nutrien will comply with all applicable local employment and human rights laws in any jurisdiction where we do business.

If you experience or become aware of any act of discrimination or harassment, you have a duty to report it. You will not face retaliation for making a good faith complaint, assisting in an investigation or filing a complaint with any governmental agency under applicable local employment discrimination laws.

For more information, please see our Respect in the Workplace Policy.

**Q:** I had a recent business trip with my supervisor and a few of my colleagues. At dinner, they told inappropriate jokes and their behavior made me uncomfortable. Now I do not feel comfortable working with them. What can I do?

**A:** If you didn't feel comfortable saying something at the time, or if you still feel uncomfortable with the situation, you should let the Company know by reporting this to the Human Resources department or contact the Compliance Hotline. We are all expected to demonstrate the Company's values and follow Company policies while representing Nutrien, including during business travel. Nutrien will not tolerate any retaliation against you for reporting your concerns.



## Diversity

In keeping with Nutrien's values, we all must respect diversity and seek mutual benefit from working together with people with diverse experiences and backgrounds. We recognize that having a diverse and inclusive workforce enhances our organizational strength and economic returns, creates a sustainable economic advantage, and reflects the diversity of our stakeholders, including customers, employees, suppliers and investors, and the demographics of the communities in which we operate.

**Q:** I am not included on meetings during work hours, which my supervisor keeps arranging with my co-workers who share the same gender and nationality as my supervisor. I feel left out of the team. Is there anything I can do?

**A:** Yes. You should speak to your supervisor and ask for the reason as to why you are not being included in these team meetings. If you do not feel comfortable raising this directly with your supervisor, you should speak to a member of the Human Resource Department or raise your concern to the Compliance Hotline. While there may be a legitimate business reason as to why an employee may not be included in a work meeting with other coworkers, it is important that employees feel respected and included in the workplace.

## Personal Information

We will maintain the confidentiality of personal information entrusted to us by our employees or customers. Personal information is any information about an identifiable individual, other than the person's business title or business contact information when used or disclosed for the purpose of business communications. Personal information does not include anonymous or non-personal information (i.e., information that cannot be associated with or tracked back to a specific individual).

Nutrien will collect, use and disclose personal information only with the knowledge and permission of the affected individual unless necessary and permitted by local laws. Access to personal information within Nutrien generally will be restricted to those employees with legitimate business reasons to review the information. If you have such access, you are required to safeguard this information and follow our privacy policies and data protection practices in your use of online and offline systems, processes, products and services that involve the use, storage or transmission of any such information. We may communicate this information to agents or service providers, but only if they have agreed to be bound by our rules governing privacy and confidentiality and their compliance with these rules is monitored.

For more information, please see the Privacy Policy and the Employee Privacy Policy.





# 6. Our Commitment to Safety, Health and the Environment (SH&E)



Our overriding concerns are safety of people and protection of the environment. At Nutrien, safety is more than just a priority, it is a core value which becomes an inseparable component of all we do at work, at home and as an example to others. Our goals simply stated are: No harm to people and a relentless pursuit of minimizing our environmental impacts. The drive to achieve these goals motivates us every day to find better ways to operate safely, to ensure no harm to our people and to continuously reduce our environmental impact.

In all our activities and operations, we will:

- » Ensure that all our employees, contractors and others are well informed, well trained, engaged, attentive and committed to the SH&E processes. All Nutrien employees and contractors have a responsibility to work safely and protect the environment.
- » Recognize that safe operations depend not only on technically sound plants and equipment, but also on competent people and a culture of caring, that values safety and the protection of the environment. No activity is so important that it cannot be done safely and without creating undue environmental risk.
- » Comply fully with all regulatory requirements applicable to our operations.

**Q:** Maria sees Bob working near a leading edge without any fall protection. Maria thinks: “That doesn’t seem right,” but Bob has a more senior role than Maria – so she feels she shouldn’t question it. Plus, there is a lot of work to be done and their manager wouldn’t be happy if things slowed down. What should Maria do?

**A:** Maria should approach Bob, stop work, discuss the hazards, and find a way to complete the task safely or get additional help. If you see a potential hazard, or something that doesn’t seem right, you need to stop work and do something about it – no matter your role in the organization. We have *the right and the responsibility* to stop work if we encounter something unsafe.

Nutrien’s safety principles guide how we work safely. We do it safely, or not at all. Even if there is pressure to “get the job done,” there is always time to do it safely. Stopping work and proceeding only when it’s safe – because we care about each other’s safety and health – helps us all go home safe, every day.



- » Strive to minimize our environmental footprint, including waste, emissions and discharges from our operations.
- » Provide a secure working environment by protecting ourselves, our assets and our operations against risk of injury, loss or damage.
- » Regularly provide assurance that the safety and environmental protection processes in place are working effectively.
- » Maintain public confidence in the integrity of our operations. We will actively communicate and consult with people outside Nutrien to improve our understanding of SH&E related issues associated with our operations.
- » Actively participate in hazard identification and safety, health, environmental and security compliance audits, voluntary efforts and reporting of SH&E performance results.
- » Actively encourage and enable our employees to make healthy lifestyle choices at work and at home.
- » Continuously seek opportunities to improve safety processes in our contractor relationships, emphasizing product stewardship and the safe transport of our products.

If we become aware of circumstances relating to Nutrien's operations or activities that raise a safety or environmental concern, we will report the matter to our supervisors, to our Safety and Health Committee members, to the Human Resources Department, to the Legal Department or by one of the other methods described in this Code.



**Q:** While Roger exits the facility leaving work, he sees one of his coworkers dumping what appears to be chemicals directly onto the ground. Roger doesn't know if this is allowed, and he can't think of any reason why his coworker would have been asked to do this. Roger is unsure if the chemicals can harm the environment. What should Roger do?

**A:** At Nutrien, we do not tolerate the improper disposal of chemicals. Improper disposal of some chemicals can be illegal and can have a devastating impact on the surrounding environment, as well as the immediate safety and health of other employees and individuals near the facility. Roger should immediately question the coworker about the practice and inform his manager if he still has concerns. If he is too uncomfortable to speak with his coworker or his manager, he should immediately reach out to his Safety, Health & Environment contact, or contact the Compliance Hotline.

**Q:** Fernanda observes an accident at the facility that injures several of her colleagues. Fernanda thinks these individuals should seek proper medical treatment. Fernanda's manager does not document the incident because the injuries are minor and treated with first aid supplies on-site. Her manager explains that the site could face serious consequences for reporting injuries. Fernanda doesn't want to risk her job over what appears to be a minor incident but feels like reporting is the right thing to do. What should Fernanda do?

**A:** Reporting is the right thing to do. Safety is a core value at Nutrien. Even minor injuries should be documented and reported to prevent the possibility of reoccurrence, or to prevent more serious injuries from occurring. Nutrien has put specific processes in place to ensure that we stay safe at work and the only way to improve these processes is to speak up when something goes wrong. If Fernanda's manager will not document the incident and make the report, Fernanda should contact her Safety, Health & Environment contact, or contact the Compliance Hotline.

# 7. Our Commitment to Nutrien



## Conflicts of Interest

It is each of our responsibility to work for the best interest of Nutrien and our shareholders. A conflict of interest occurs when our private interest negatively influences, or appears to influence, our business judgment. Conflicts also may arise when we (or our families) receive improper personal benefits as a result of our position in Nutrien. We must avoid even the appearance of a conflict of interest that might cause others to doubt our fairness or integrity.

The following are some examples of potential conflicts and the rules that each of us should follow:

- » **Outside Employment or Business Activities:** We must not participate in any outside business opportunities or jobs that materially impact our ability to complete our Nutrien duties or that compete with Nutrien in any way. To protect against such conflicts, we must report to a supervisor and receive approval for any outside employment in which we participate. If our outside business opportunity is approved, we must not use Nutrien resources to fulfill any obligation to the outside business opportunity;
- » **Outside Financial Interests/Investments:** Absent prior written approval from a supervisor and excluding modest investments in publicly traded securities, we may not have a direct or indirect financial interest in a competitor, customer or supplier, or receive loans or guarantees personally that conflict with Nutrien's interests;
- » **Personally Pursuing Corporate Opportunities That Are Discovered Through Our Work With Nutrien:** We are prohibited from (a) taking for ourselves personally any opportunities that properly belong to Nutrien or are discovered through the use of corporate property, information, or position; (b) using corporate property, information or position for personal gain; and (c) competing with Nutrien;

**Q:** Benjamin is a Nutrien employee. Benjamin's brother is President of AZE Corp. AZE is interested in doing business with Nutrien and Benjamin offered to recommend AZE Corp. as a vendor to Nutrien. Benjamin is unsure if this is considered a conflict of interest since he does not have an interest in AZE Corp. What should Benjamin do?

**A:** Benjamin might not have an *actual* conflict of interest in this situation since he is not an owner of AZE Corp, but even the *appearance* of a conflict of interest matters. Here are questions to ask yourself to determine if you have a conflict of interest:

- » Do my outside interests influence, or appear to influence, my ability to make unbiased business decisions?
- » Do I stand to benefit personally from my involvement in this situation? Does a friend or relative of mine stand to benefit?
- » Could my participation in this activity interfere with my ability to do my job?
- » Is this situation causing me to put my own interests ahead of Nutrien's interests?
- » If the situation became public knowledge, would I be embarrassed? Would Nutrien be embarrassed?

Benjamin should contact his supervisor or a member of the Human Resource Department to discuss and disclose the situation. Benjamin can also reach out to the Compliance Department. Often conflicts of interest can be managed by proper disclosure and in this situation by removing Benjamin from any decisions related to the hiring of AZE Corp. Remember, having a conflict of interest isn't necessarily a violation of our Code, but not disclosing one is.



- » **Family and Friends:** The rules on conflicts apply to us even when it is our friends or family who receive the benefit. In all situations, we must avoid matters that improperly influence our decisions, even if that means turning down a gift for our spouse, children or good friends. We must also ensure that if we hire friends or family to do work for Nutrien that the best interests of Nutrien are always maintained;
- » **Volunteer Opportunities:** We must not use our position with Nutrien to obtain positions with any non-profit organization or influence the work of any such organization.

## Confidential Information

We must avoid inadvertent disclosure of confidential information during our employment and post-employment. Confidential information includes any non-public information that might be of use to competitors of Nutrien, or harmful to Nutrien or its suppliers or customers if disclosed, including but not limited to, information about finances, devices, processes, plans and methods. Activities where inadvertent disclosure could occur include any conversation (in person, in writing or by telephone) in any public area or on the Internet (including by email, in blogs, chat rooms or news groups, or through any social media or social network). Also, you must not discuss or share any confidential information with anyone outside of Nutrien, including family members or friends, and this includes your online communications.

Whenever feasible, we should consult the Legal Department if we believe that there is a legal obligation to disclose confidential information. For example, it may be necessary to disclose confidential information when cooperating in an investigation by a governmental agency or by the Company, where the person cooperating has a good faith belief that a violation of law or the Company's policies has occurred.

## Nutrien Assets

We are each entrusted with Nutrien assets and will work to protect them from loss, damage, misuse or theft. We will ensure their efficient use for legitimate business purposes only. Nutrien assets include physical and intangible assets, such as, but not limited to, facilities, financial assets, vehicles, office supplies, operations-related equipment and machinery, ideas and innovations, confidential information and technological equipment including computers, smart phones, communication systems, software, operating systems, networks and storage media. Additionally, all files, records, intellectual property and reports that we create or acquire in the course of our employment with Nutrien are the property of Nutrien.

We will avoid wasting Nutrien assets through carelessness or neglect and under no circumstances will we convert Nutrien property to our personal use. We will not abuse our use of the Internet, our intranet or the use of Nutrien email. We will never use Nutrien computers or networks in a way that could compromise the security or integrity of Nutrien information or software, or to access, receive or transmit materials that are inappropriate, illegal or may violate any of our policies.

We have no expectation of personal privacy in connection with the use of these Nutrien resources unless otherwise permitted by local law. Nutrien reserves the right to monitor use of Nutrien property, premises and resources (for example, office sites, operations sites, computers, email, phones, proprietary information, etc.) in accordance with applicable laws and as necessary to protect the interests of Nutrien. Nutrien monitors facilities and equipment to promote safety, prevent unlawful activity, and comply with legal requirements.

For more information, please see our Acceptable Use of Computer and Communications Systems Policy.

**Q:** Jessica travels frequently and routinely joins conference calls from the airport or in cabs on the way to the airport. Is this a problem?

**A:** Jessica should only discuss information that is publicly known while she is working outside of her office. When you speak with a colleague in person or on a telephone in public places, such as restaurants, trains, elevators, or at conferences, ensure that you do not discuss confidential information that others may hear.

**Q:** Sometimes I use my company-issued corporate credit card for personal reasons. Is this okay?

**A:** It is inappropriate to charge personal expenses to the company credit card. If you are unsure, you should ask your manager and/or check the **Business Travel and Expense Policy** before expensing the item. Inappropriate use of company-issued corporate credit cards or other company assets may result in discipline.



## Records Management

We often deal with large quantities of Nutrien documents and records, both paper and electronic. All records that relate to our work are the property of Nutrien, including those that we may have authored or helped to prepare. It is important that we know Nutrien's policy regarding how long we should retain these documents and records, and when and how we should dispose of them.

If we are notified that documents in our possession are relevant to any pending litigation or an investigation or audit, we will not alter, distort, conceal, delete or destroy the documents, and we will follow the guidelines set forth in the notification from the Legal Department. In the event of litigation or governmental investigation, we must consult the Legal Department before destroying any pertinent records.

## Intellectual Property

Intellectual property includes works or inventions that are often the subject of a patent, copyright or trademark. Intellectual property is generally owned by an individual or company, and use of it without permission is prohibited. We will never use someone else's patented or copyrighted work or invention, or trademarked name without permission. We will never copy or use proprietary data, product drawings, user manuals or software without permission. We will never plagiarize or inappropriately use articles or materials published by others.

Questions regarding intellectual property rights should be directed to the Legal Department.



# 8. Our Commitment to Nutrien's Shareholders



## Insider Trading

All directors, officers, and employees of Nutrien with access to or knowledge of undisclosed material information from or about Nutrien, or any of its subsidiaries, are prohibited from buying, selling, or otherwise trading in Nutrien's securities or the securities of Nutrien's subsidiaries or from informing or tipping others about material non-public information. Material information is any information that a reasonable investor would likely consider important in deciding whether to buy, sell or hold securities of a company (for example, stocks, bonds or options). Information is considered non-public if it has not been adequately disclosed to the public (for example, through a press release, a webcast available to the public, or a filing with a government agency).

For more information, please refer to the **Securities Trading Policy**.

## Public Disclosure

Nutrien is committed to the timely, factual and broad-based disclosure of complete, accurate and balanced information about Nutrien in accordance with all applicable legal and regulatory requirements.

Nutrien designates a limited number of spokespersons responsible for communication with the media and the investment community. The CEO, CFO, Vice President, Investor & Corporate Relations (or such individuals in similar capacities or positions who perform substantially similar functions) shall be the official spokespersons for Nutrien on general corporate matters. Individuals holding these positions may, from time to time, designate others within Nutrien to speak on behalf of Nutrien or to respond to specific inquiries.

Employees who are not authorized spokespersons must not respond to inquiries from the investment community, the media

or others, unless specifically asked to do so by an authorized spokesperson.

For more information, please refer to the **Disclosure Policy**.

## External Communications

It is important that we communicate with our stakeholders accurately and honestly about Nutrien in all external communications including, but not limited to, social media, news media, publications and speeches. Social media has changed the way we live and work and can blur the lines between our personal and professional lives. Social media includes blogs, discussion boards, chat rooms and websites such as Facebook, StockTwits, Twitter, Instagram, LinkedIn and YouTube. We will exercise caution and discretion in our use of social media. Employees should not post materials that identify Nutrien or create the impression that they represent Nutrien without first getting the appropriate authorization. Site Managers may deal with certain media and public enquiries in accordance with the **Communications Policy**.

**Q:** Susan gets a call from an analyst who says she understands that Nutrien is going to acquire ACE Corporation. May Susan tell the reporter off the record that it's not true?

**A:** No, Susan should not comment on this situation to the reporter for several reasons. First, as per our Company's Disclosure Policy, no one should speak for the Company without authorization, on or off the record. Second, Susan may not know the true situation and may be making a false statement. Third, certain laws require that everyone has important public information. Susan should refer the reporter to the Investor and Corporate Relations Department or the Legal Department.



In addition to everyday communications using social media, employees may be asked or elect to express their views or provide information to the news media, in public speeches or in articles for publication about Nutrien or our business. In order to ensure appropriate and accurate information is disseminated, employees must discuss all such communications with the Investor and Corporate Relations Department or the Legal Department.

However, any disclosure of the type contemplated by the **Disclosure Policy**, including disclosures made to shareholders, investors, analysts and securities regulatory authorities must be discussed with the Vice President, Investor & Corporate Relations.

**Q:** I read a negative article online about one of Nutrien's competitors and decided to share the article on several social networking sites. My posts sparked some discussion and I took the opportunity to comment about Nutrien and our products. Is this okay for me to do?

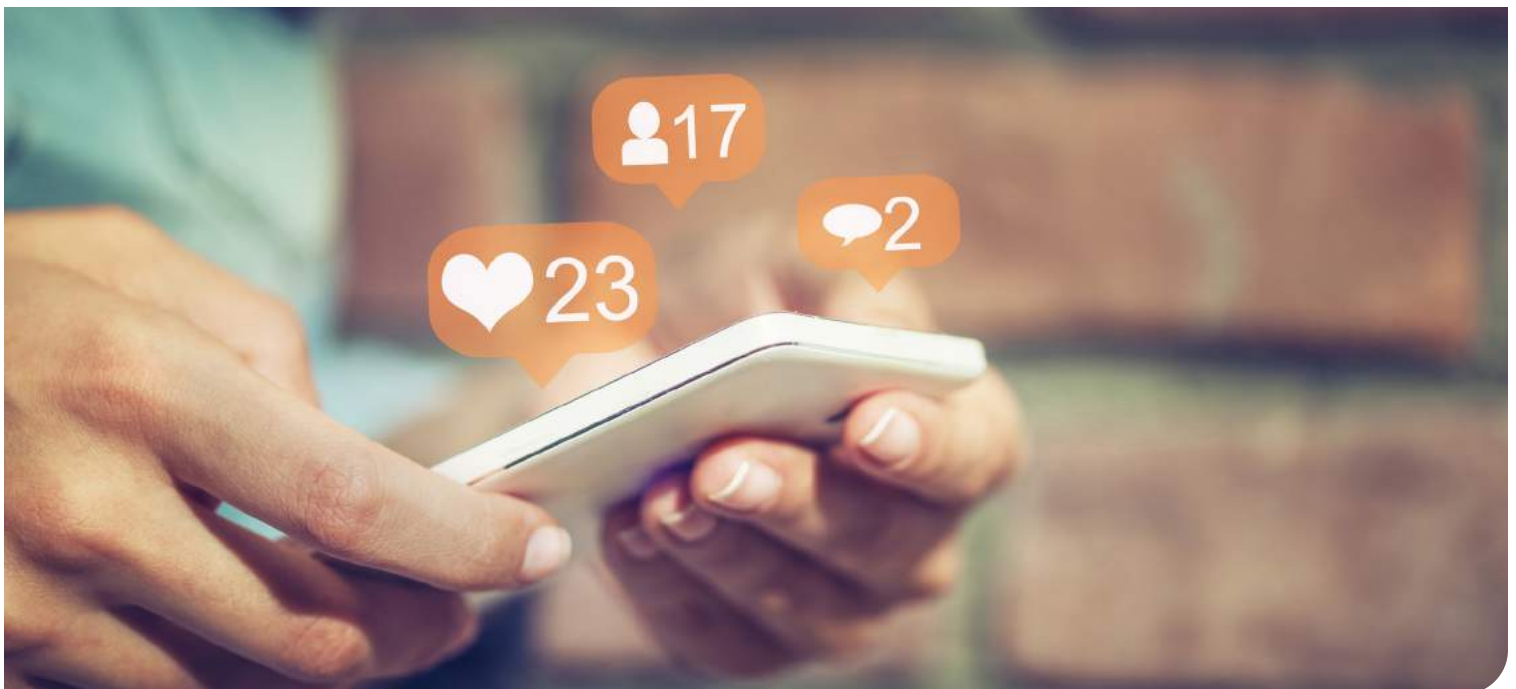
**A:** Employees should not post materials that identify Nutrien or create the impression that they represent Nutrien without first getting the appropriate authorization. Sharing publicly-available information through social media is acceptable but you should never share information that is confidential or sensitive. Further, you should never make damaging or false comments about our competitors. When in doubt, don't make a comment. Refer to the **Communications Policy** for more information.

## Accurate Business Records

We must make sure that we are honest and accurate in every part of our business. This includes ensuring that we record properly in Nutrien's books, records and accounts all funds, assets, receipts and disbursements of Nutrien. When filling out expense reports, we must ensure that we are accurate and provide enough detail to confirm the business purpose of the matter. Nutrien's books, records, accounts and financial statements must be maintained in reasonable detail, must appropriately reflect Nutrien's transactions, and must conform both to applicable financial reporting and accounting laws and to Nutrien's system of internal controls. We will maintain accurate and complete environmental and safety reports and records. We will never create or participate in the creation of records that are misleading or artificial. We will not authorize payment of Company funds knowing that any part of the payment will be used for any purpose other than the purpose described in the documents supporting the payment. Each of us will cooperate fully with Nutrien's internal and independent auditors, as well as government investigators or regulators that request information in connection with any audit or investigation.

Remember, almost all Nutrien documents, including email and other electronic records, may be subject to public disclosure during litigation or governmental investigations. Records also are often obtained by outside parties or the media. Therefore, we should be clear, concise, truthful and accurate when recording any information. Avoid exaggeration, colorful language, guesswork, legal conclusions and derogatory characterizations of people and their motives in our communications.

We will follow our administrative and accounting controls to ensure that Nutrien complies with the above requirements and that financial and other reports are accurately and reliably prepared, and fully and fairly disclose all required or otherwise material information.



# 9. Our Commitment to Our Customers and Suppliers



## Fair Dealings

Our reputation is built upon the value created by each of us in our daily interactions with suppliers, customers, shareholders, suppliers, fellow employees, competitors, regulators and the public. Each of us should endeavor to deal fairly with those with whom we do business. We can build the value of Nutrien by meeting the highest standards of professional conduct. We will never act in a way which might embarrass Nutrien. We will not take unfair advantage of anyone through manipulation, concealment, abuse of privileged information, misrepresentation of material facts or any other unfair practice. We will work to create mutual advantage in all our relationships so that people will trust us and want to do business with us.

## Gifts and Entertainment

We recognize that the exchange of gifts and entertainment can build goodwill and strengthen business relationships. We will only give or accept gifts and entertainment with customers, suppliers and other business partners that are for legitimate business purposes, are not excessive or frequent and do not constitute bribes. Providing or accepting occasional meals, small Nutrien mementoes and tickets to sporting or cultural events may be appropriate in certain circumstances. However, some gifts and entertainment can create, whether real or perceived, improper influence or a conflict of interest. Some may even be illegal.

Giving or receiving gifts or entertainment is not appropriate if

it creates a sense of obligation, puts us in a situation where we may appear biased, or is done with the intent to influence a business decision. We will never accept gifts or entertainment during the process of a competitive bid or tender exercise. Gifts or entertainment provided to or received from a government official is generally discouraged. If you have a question or concern, you should contact the Legal Department or the Compliance Department.

For more information, please refer to the **Gift and Entertainment Policy**.

**Q:** Vincent is responsible for negotiating contracts with our vendors. During the holiday season, a vendor invites him to an extravagant holiday party held at an expensive resort. The sales representative jokes that this is a "fun" event and no work talk is allowed. Can Vincent attend?

**A:** Vincent shouldn't accept the invitation. The party does not appear to be business-related since the sales representative said that no business talk is allowed. If Vincent attends the elaborate party and later finalizes a contract with that vendor, it may appear as if the invitation to the holiday party was intended to influence his business decisions. Refer to the **Gifts & Entertainment Policy** for further guidance.



# 10. Our Commitment to Our Communities



## Corporate Social Responsibility

Nutrien seeks to be an active and contributing member of each community, and create long-term, mutually beneficial relationships with our communities. We must engage in business practices that respect the value of human life and the communities in which we do business. It is our responsibility to know our suppliers, customers and business partners. We strive to conduct business with those who act in a responsible manner and refuse to work with those that we know commit human rights abuses, violate anti-corruption laws or otherwise risk damaging the reputation of Nutrien.

## Political Contributions and Community Investment

We have the right to give our personal time and funds to support the political candidates and charitable and not-for-profit causes of our choice, but this activity should be on our own behalf and not as a representative of Nutrien. Specifically, we cannot use Nutrien funds, resources, assets or the Nutrien name when making contributions to or involving ourselves in such activities without first obtaining permission from the Corporate Government Relations function (political contributions) or Corporate Sustainability function (Community Investment). Your choice to support political causes or not will have no bearing on your position in Nutrien, nor your potential for future advancement.







# Gift & Entertainment Policy



## Nutrien Gift & Entertainment Policy

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# *A message from Chuck Magro*

Dear Colleagues,

At Nutrien, conducting business with integrity is one of our core values. Our success in the marketplace is based solely on the strength of our ideas, products, and services. We never engage in improper business practices or unethical behavior.

This global Gifts and Entertainment Policy applies to all employees, officers and directors of the Nutrien Group of Companies, and it is a fundamental part of our efforts to ensure that everyone associated with our business – including our suppliers, professional service providers and business partners around the world – understand that corrupt business practices are never tolerated at Nutrien.

It is important that you become familiar and fully compliant with this Policy, together with all applicable anti-corruption and anti-bribery laws. This Policy supplements both our Code of Ethics and Global Anti-Corruption Policy, and you should read and review these documents together. We expect our business partners to also live up to these high standards, and it is up to all of us to clearly communicate our expectations regarding these policies.

I want to thank you for upholding our values and placing integrity and honesty at the heart of everything we do. It's the Nutrien way.

Sincerely,



Chuck Magro  
President and CEO





## I. Application

This Policy applies to all employees, officers and the Board of Directors of Nutrien Ltd. Nutrien Ltd. includes the Nutrien Group of Companies, meaning all of its affiliated entities (i.e., entities in which Nutrien controls or owns, directly or indirectly, more than 50% of the outstanding shares); collectively referred to as "Nutrien".

Nutrien expects all business partners that provide products and/or services or benefits directly related to obtaining, retaining, or facilitating Nutrien business or handling our business matters ("Third Parties") to abide by this policy in relation to their business dealings with Nutrien. For clarity, Third Parties include but are not limited to: distributors, agents, customs brokers, consultants, contractors, and professional service providers who act on Nutrien's behalf. In addition, certain supplier-sponsored entertainment is covered by this Policy, as described in Appendix D.

This Policy does **NOT** apply to:

- » Internal Gifts and Entertainment provided by one Nutrien employee to another;
- » Employees attending community events on behalf of Nutrien;
- » Employees attending Nutrien-sponsored or hosted events/conferences, or any prizes won by employees at such events;
- » Prizes won by employees in the course of their employment as a result of entering a raffle or draw; or
- » Routine business meals, provided the parties are not involved in a competitive bidding or tender process, or where the meals are excessively lavish, expensive or frequent.

## II. Key Concepts for All Gifts and Entertainment

The following rules apply to all Gifts and Entertainment:

1. You must never receive, offer or provide anything of value to improperly influence or have the appearance or perception to improperly influence decisions affecting Nutrien's business.
2. You must avoid any conduct that could give rise to an appearance of impropriety, or that could compromise your business judgment or ability to make decisions in the best interests of Nutrien.

## III. Definitions

**"Anything of Value"** A bribe under most anti-corruption laws can be "anything of value." This covers almost everything you can imagine, including cash, cash equivalents (cheques, stocks, gift certificates, gift cards), gifts, tickets, airline tickets, and other benefits (job offers, internships, use of company assets, etc.).

**"Gifts"** include any items of value, whether given or received, directly or indirectly. Examples include: tangible goods, prizes, promotions, preferential discounts, use of facilities, tickets to events, donations to charity, company promotional items and consumables.

**"Entertainment"** includes any experience of value, including but not limited to invitations to events, sporting experiences (such as hunting, fishing, or golf) and related hospitalities, such as meals, travel and lodging. Entertainment will be treated as a Gift if the party who made the offer does not plan on attending.

Entertainment does not include routine business meals, unless the parties are involved in a competitive bidding or tender process (which is discussed in more detail below) or where the meal(s) are excessively lavish, expensive or frequent.

**"Government Official"** The term includes:

- a. any elected or appointed government official;
- b. any person acting in an official capacity for a government regardless of rank or position;
- c. any employee or other person acting for or on behalf of a government official, agency, ministry, department, or enterprise;
- d. any political party, officer, employee, or other person acting for or on behalf of a political party, or any candidate for public office;
- e. any employee or person acting for or on behalf of a public international organization (such as the World Bank or International Monetary Fund);
- f. any employee or person acting for or on behalf of a government-owned entity (for example, ChemChina/Syngenta, Office Chérifien des Phosphates (OCP) or Nexen Energy ULC);
- g. any member of or person acting for or on behalf of a royal or ruling family; or
- h. any relative (such as a spouse, dependent, child, parent, or household member) of any of the above.

If you are unsure as to whether any individual is a Government Official, please contact the Chief Compliance & Ethics Officer.





## IV. Gift Guidelines – Giving and Receiving

Nutrien makes business decisions based only upon legitimate factors such as price, quality, and service. Gifts given or received must never play a part in business decisions and should only be given or accepted in a manner consistent with the following guidelines:

- » Gifts given and accepted must be legal under all applicable laws and cannot be in the form of cash or cash equivalents (such as a gift certificate, voucher or gift card).
- » Giving or receiving any Gift involving non-Government Officials that exceeds the value or frequency limits in the Gift Limits table requires approval from your supervisor as set out in the Gift Approval Form (refer to Appendix C).
- » Gifts may not be offered, promised, given, or accepted with the intention of improperly influencing decisions affecting Nutrien’s business. You must not offer, give, or receive a Gift if it could create a perception or appearance of an implied obligation or preferential treatment
- » You can never offer or give a Gift to, or accept a Gift from, anyone directly or indirectly involved with a pending bid, application, tender, contract, or decision that could impact Nutrien’s business.

- » You may only give or accept tickets to a “marquee event” (i.e., a sporting, recreational or cultural event that receives national or international media coverage, including but not limited to the Australian Open, Kentucky Derby, Masters, Olympic Games, Stanley Cup, Super Bowl, World Cup, or Wimbledon) if Nutrien or a Third Party is hosting and in attendance at the event.
- » Gifts must be given and accepted openly and without any attempt to mislead or obscure their nature, value, purpose, or recipient(s). Records regarding all Gifts given and received must be complete, accurate and detailed (including expense reports).
- » Any Gift given to or received from a Government Official requires pre-approval from the Chief Compliance & Ethics Officer or the Chief Legal Officer. Please refer to the attached Gift Approval Form. In all cases involving Government Officials, employees are encouraged to provide only Gifts of nominal value such as items bearing Nutrien’s logo. Per diems cannot be provided to Government Officials, unless pre-approved by the Chief Compliance & Ethics Officer or Chief Legal Officer.

If a supervisor does not approve the acceptance of a Gift, or it would be considered impolite, culturally insensitive or impractical to return it, the Gift is considered Nutrien property and/or should be dealt with in one of the following ways:

- a. kept on display at Nutrien’s offices, branches or worksites, as appropriate;
- b. distributed by a lottery where employees in the relevant office have an equal chance to win;
- c. donated to a legitimate charitable organization which is independent of our business;

*cont on next page >*

### Gift Limits (USD)

COUNTRY	NON-GOVERNMENT OFFICIAL	GOVERNMENT OFFICIAL
Argentina	\$50	Requires pre-approval from supervisor and Chief Compliance & Ethics Officer or the Chief Legal Officer.
Australia	\$100	
Belgium	\$100	
Brazil	\$50	
Bulgaria	\$50	
Canada	\$100	
Chile	\$100	
China	\$50	
Egypt	\$50	
France	\$100	
Germany	\$100	
Italy	\$50	
Morocco	\$50	
Romania	\$50	
Trinidad	\$50	
United States	\$100	
Uruguay	\$100	
Other	\$50	

**Frequency:** Up to two gifts to or from the same recipient per calendar year. Supervisor approval required if gift frequency or value limit is exceeded.

### How do I determine the value of the Gift?

In most cases, the value is the item’s fair, retail price – which can easily be determined by how much you paid for it or confirmed by a simple internet search. There are circumstances, however, when that price does not reflect the gift’s true value.

For example, if you acquired the item for a price substantially below market value or if the item is unique (autographed, rare, etc). In those situations, you should either decline the gift or treat it as company property if it would be impolite or impractical to return the gift.

- d. if edible or consumable, placed in a common area for other employees to share; or
  - e. otherwise handled at the discretion of the Chief Compliance & Ethics Officer.
- » When giving Gifts is appropriate, Nutrien strongly encourages giving promotional items of nominal value (such as shirts, flash drives, hats, etc.) on an infrequent basis which display Nutrien’s name or logo. Nominal value means small enough that the item could not be viewed to improperly influence decisions of the recipient. Such promotional items are excluded from the limits outlined in this section.

For additional assistance, please refer to the Gifts Approval Process found at Appendix A.

## V. Entertainment Guidelines – Giving and Receiving

Entertainment typically involves an event or experience (sporting, recreational, cultural) where Nutrien employees and Third Parties are present (for example, a customer appreciation event). Entertainment must only be provided or accepted for legitimate business reasons and must adhere to the following guidelines:

- » Like Gifts, Entertainment must be legal under all applicable laws. Entertainment expenses will be reimbursed only if legitimate Nutrien business is discussed and at least one Nutrien employee is present.
- » Nutrien discourages providing entertainment to or receiving entertainment from Government Officials whenever possible, and any such entertainment, therefore, requires pre-approval by a supervisor and the Chief Compliance & Ethics Officer or Chief Legal Officer as per the Entertainment Pre-Approval Form found at Appendix D.
- » Where Entertainment of a Government Official is pre-approved, additional sightseeing, side-trips, and “extra days” will not be permitted. If any Gifts are intended to be provided to the Government Official in the context of such Entertainment, they must also be pre-approved by the Chief Compliance & Ethics Officer or Chief Legal Officer.
- » You can never give or accept Entertainment from anyone directly or indirectly involved with a pending bid, application, tender, contract, or decision that could impact our business. No Entertainment can be provided or accepted if it could create a perception or appearance of an implied obligation or preferential treatment.
- » All aspects of Entertainment must be given or accepted openly and without any attempt to mislead or obscure its nature, value, purpose, or recipient(s). All records regarding Entertainment provided or received must be complete, detailed, and accurate (including expense reports).

*cont on next page >*



### Entertainment Limits (USD)

Applies to all Entertainment given or received.

COUNTRY	NON-GOVERNMENT OFFICIAL	GOVERNMENT OFFICIAL
Argentina	\$75	Requires pre-approval from supervisor and Chief Compliance & Ethics Officer or the Chief Legal Officer.
Australia	\$250	
Belgium	\$250	
Brazil	\$75	
Bulgaria	\$75	
Canada	\$250	
Chile	\$250	
China	\$75	
Egypt	\$75	
France	\$250	
Germany	\$250	
Italy	\$75	
Morocco	\$75	
Romania	\$75	
Trinidad	\$75	
United States	\$250	
Uruguay	\$250	
Other	\$75	

**Note:** If any Entertainment expense exceeds \$2,000 US per person, at least one ELT member must also give written pre-approval.

**Frequency:** Up to two events per recipient per calendar year. Supervisor approval required if entertainment frequency or value limit is exceeded.

- » Entertainment can never include any activity that might prove embarrassing to you or Nutrien if made public, including but not limited to Entertainment at a venue that is not business appropriate, or Entertainment of a sexual or “adult” nature, or involving illegal substances.
- » Any necessary travel and/or accommodations for Third Parties must be consistent with the standards booked for Nutrien employees under applicable travel policies.
- » To the extent Gifts are part of any Entertainment package or event, they must be disclosed in the Entertainment Pre-Approval Form found in Appendix D.
- » When possible, travel arrangements for Third Parties must be made and paid for directly by Nutrien. If not possible, Nutrien may only reimburse the Third Party after receipt of a legitimate, itemized invoice(s).
- » Nutrien will not pay expenses associated with family members or acquaintances of the Third Parties who travel at the expense of and/or are hosted by Nutrien.

For additional assistance, please refer to the Entertainment Approval Process found at Appendix B.

## VI. Accounting Controls

Nutrien maintains a system of internal accounting controls and requires employees to make and keep records which accurately and fairly reflect transactions and the disposition of assets. False, misleading or incomplete entries in such records or in other documents are prohibited. No undisclosed or unrecorded fund or account may be established for any purpose.

Expenses incurred by Nutrien employees should be supported by a detailed description of activities and the actual, valid receipts or invoices reflecting amounts incurred.

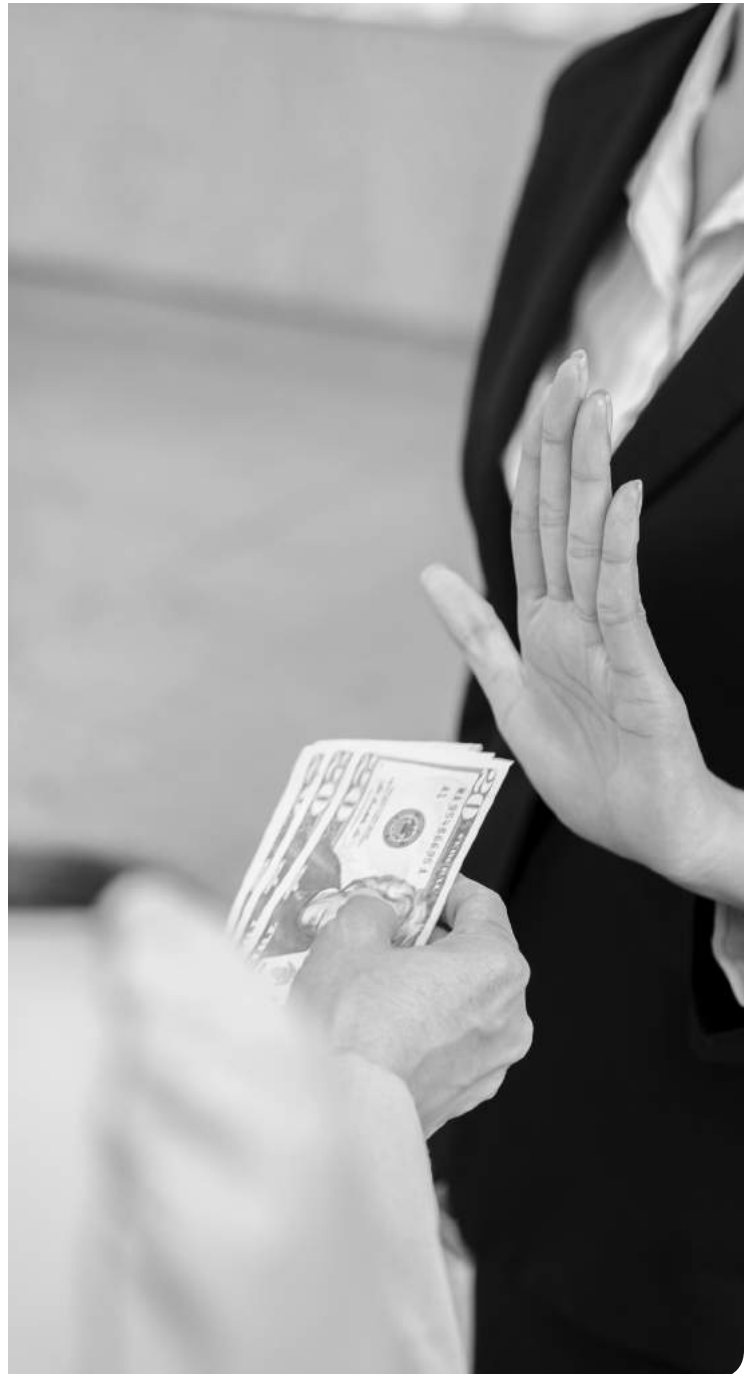
Both the knowing submission and acceptance of false receipts and/or invoices is prohibited and is subject to discipline, up to and including termination of employment and legal action.

## VII. How to Seek Guidance

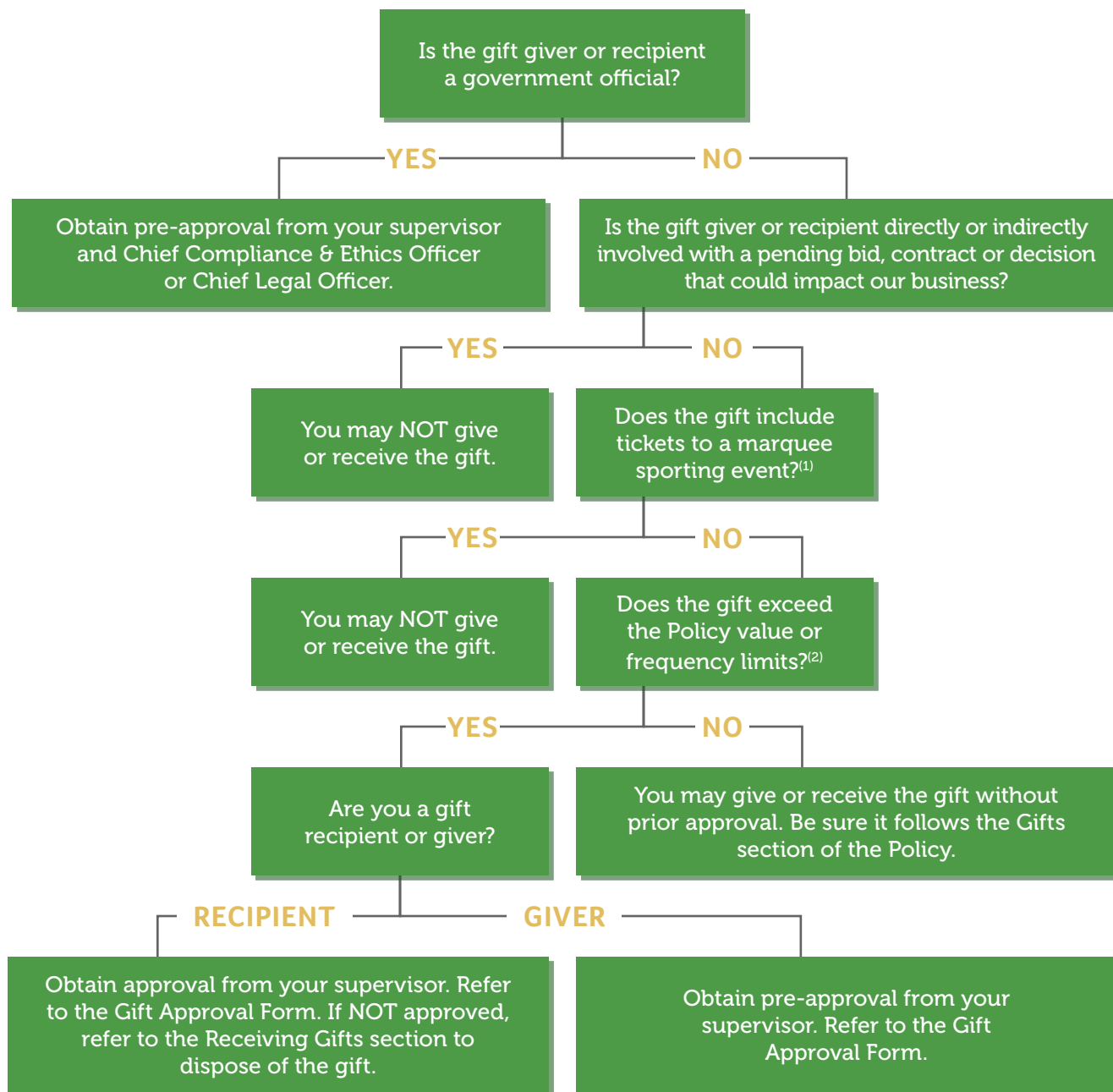
No policy can cover all possible situations and you should always feel comfortable asking for assistance or clarification when needed. When those situations arise, please contact your supervisor, management, the Compliance Department, the Legal Department, or call the Compliance Hotline.

## VIII. Consequences of Violations

Violations of this Policy or of any laws in a country where Nutrien does business may result in disciplinary action, up to and including termination of employment, fines, criminal prosecution, imprisonment, and/or civil litigation. Additionally, violations of many anti-corruption laws could expose both employees and the company to civil and criminal penalties. Nutrien will not tolerate any retaliatory act against a person who reports suspected legal, ethical, or policy violations in good faith.



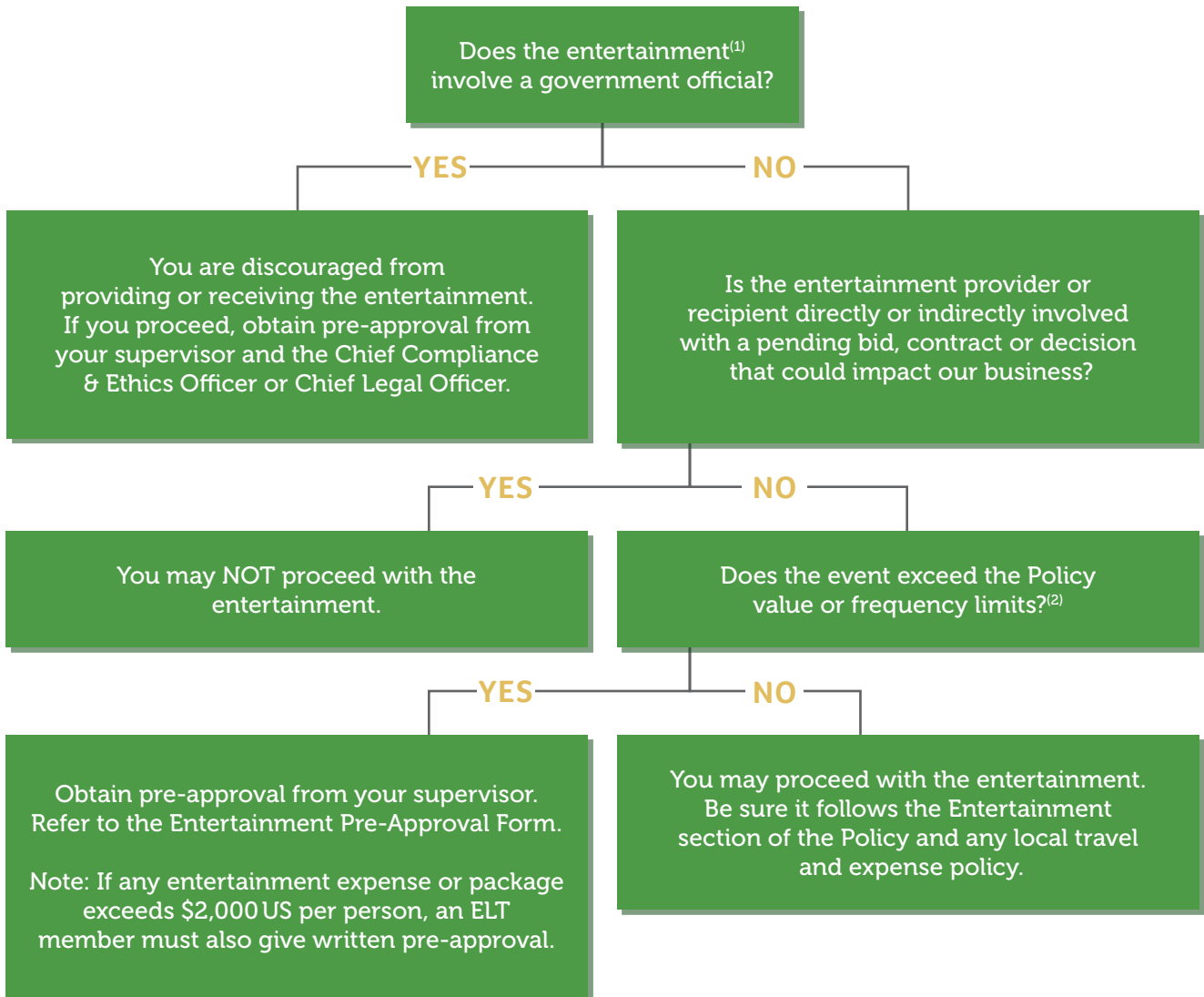
## Appendix A – Gift Approval Process



<sup>1</sup> A marquee sporting, recreational or cultural event is defined as an event that receives national media coverage, including but not limited to the Australian Open, Kentucky Derby, Masters, Olympic Games, Stanley Cup, Super Bowl, World Cup, and Wimbledon.

<sup>2</sup> Refer to the value and frequency limits outlined in the Gifts Limits table. Please note, the value and frequency limits are defined based on the location (country) of the recipient.

## Appendix B – Entertainment Approval Process



1 Entertainment typically involves an event where one or more non-Nutrien employees are present. Entertainment includes related hospitalities such as transportation and lodging.

2 Refer to the value and frequency limits outlined in the Entertainment Limits table. Please note, the value and frequency limits are defined based on the location (country) of the recipient.



## Appendix C – Gift Approval Form

This form should be completed for Gifts<sup>1</sup> given to or received from non-Nutrien employees that are in excess of the value or frequency limits outlined in the Gifts section of the Policy. If the expense is intended for more than one person, please include these details in the space provided below.

Gift giver name: \_\_\_\_\_ Company/Organization: \_\_\_\_\_

Recipient name: \_\_\_\_\_ Company/Organization: \_\_\_\_\_

Is either the gift giver or recipient a government official/state-owned enterprise? \_\_\_\_\_

Business purpose of gift: \_\_\_\_\_

\_\_\_\_\_

Brief description of gift: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Estimated cost/value: \_\_\_\_\_

Are either the gift giver or recipient directly or indirectly involved with a pending bid, tender, application, contract or decision that could impact our business? (If yes, please provide details): \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Have you provided any gifts to this supplier/Third Party in this calendar year? (If yes, please provide details): \_\_\_\_\_

\_\_\_\_\_

Have you received any gifts from this supplier/Third Party in this calendar year? (If yes, please provide details): \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Employee Signature    Date

\_\_\_\_\_  
Supervisor Signature    Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name

Chief Compliance & Ethics Officer/Chief Legal Officer Approval: Signature \_\_\_\_\_ Printed Name \_\_\_\_\_ Date \_\_\_\_\_  
(for gifts involving a Government Official)

<sup>1</sup> A Gift is anything of value given to or received from a non-Nutrien employee for the personal benefit of the recipient. Nutrien strongly encourages the use of promotional items with a nominal value (such as shirts, flash drives, hats, etc.) which display the Nutrien name or logo. Nominal value means small enough that the item could not be viewed as improperly influencing decisions of the recipient. Such promotional items are excluded from the limits outlined in the Gifts section of the Policy.





## Appendix D – Entertainment Pre-Approval Form

This form should be completed for Entertainment<sup>1</sup> events including supplier/Third Party sponsored events and submitted to your supervisor<sup>2</sup> for approval in advance of the trip or event. If the expense is intended for more than one person, please include these details in the space provided below.

Employee receiving trip: \_\_\_\_\_ Supplier/Third Party sponsoring trip: \_\_\_\_\_

Name and title of supplier/Third Party contact: \_\_\_\_\_

Is the supplier/Third Party a government official/state-owned enterprise? \_\_\_\_\_

Departure date: \_\_\_\_\_ Return date: \_\_\_\_\_

Business purpose of trip: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Brief description of trip: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Estimated cost/value: \_\_\_\_\_

Will the supplier/Third Party be paying any of your expenses? (If yes, please provide details): \_\_\_\_\_

\_\_\_\_\_

Is this supplier/Third Party directly or indirectly involved with a pending bid, tender, application, contract or decision that could impact our business? (If yes, please provide details): \_\_\_\_\_

\_\_\_\_\_

Have you received any trips paid for by this supplier/Third Party in this calendar year? (If yes, please provide details): \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Employee Signature Date

\_\_\_\_\_  
Supervisor Signature Date

\_\_\_\_\_  
ELT Approval, Signature Date

*(for trips exceeding \$2,000 US)*

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name

Chief Compliance & Ethics Officer/Chief Legal Officer Approval: Signature \_\_\_\_\_ Printed Name \_\_\_\_\_ Date \_\_\_\_\_

*(for trips involving a Government Official)*

<sup>1</sup>Entertainment typically involves an event where one or more non-Nutrien employees are present (for example, a customer appreciation event). Entertainment includes, but is not limited to, attending cultural, recreational or sporting events with non-Nutrien employees, as well as related hospitalities such as transportation and lodging. To the extent that hospitalities will be paid for by a supplier or Third Party, all should be included for purposes of estimating the amount of the benefit provided to a Nutrien employee.

<sup>2</sup>Nutrien Ag Solutions employees may require additional approvals. Please see page 2 of this Form.





**Nutrien Ag Solutions employees only**

These additional signatures may be required for your trip.  
Please consult your Region Manager if you have any questions.

\_\_\_\_\_  
Vice President, North American Retail

\_\_\_\_\_  
Region Manager

\_\_\_\_\_  
Division Manager

Printed Name \_\_\_\_\_

Printed Name \_\_\_\_\_

Printed Name \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_

**Nutrien Harcourts Griffith**

9 Lenehan Road

Griffith NSW 2680

P **02 6962 1811**

ABN **73008743217**

«Today\_Date»

«Recipient\_FullName»

«Recipient\_PostalAddressLine1»

«Recipient\_PostalAddressLine2» «Recipient\_PostalAddressLine3»

Dear «Recipient\_GivenName»

**Re: Rental Arrears**

**Our records show that your rent is paid «Tenancy\_RentPaidTo», this makes you «Tenancy\_DaysInArrearsEffective» in arrears owing «Tenancy\_RentArrears».**

You are required to contact me within 7 days from the date of this letter to arrange a \$50.00 per week payment plan to be paid as well as your weekly rent.

If payment is not received or a payment plan is not arranged, we have been instructed by Waddi Housing to issue you with a Termination Notice and will be required to vacate the property.

Should you wish to discuss this matter, please do not hesitate to contact me on 02 6962 1811.

Your urgency on this matter is appreciated.

Kind Regards,

«Property\_PointOfContact\_FullName»

Property Manager

Nutrien Harcourts Griffith

Company Name: Nutrien Harcourts Griffith  
 Report: Tenancies In Arrears  
 Date: 9/03/2022  
 Time: 11:34:22 AM  
 By User: CPURD  
 Arrears Type: Rent  
 Property Type: Residential  
 Display Arrears As: Periodic  
 Tenancies: All  
 Trust: Nutrien Ag Solutions Griffith Real Estate

Tenancy	Property	Days in Rent Arrears	Part Payment	Rent Arrears	Last Transaction	Comment
Tenant 1	Not disclosed due to privacy	33	\$10.31	\$838.12	4/05/2022	Not sticking to payment plan. Final warning letter issued.
Tenant 2	Not disclosed due to privacy	18	\$10.00	\$710.00	28/04/2022	Tenant was coming in the next day to fix up.
Tenant 3	Not disclosed due to privacy	11	\$152.97	\$207.03	6/05/2022	Sticking to payment plan
Tenant 4	Not disclosed due to privacy	5	\$0.97	\$120.48	2/05/2022	Tenant aware and in contact.
Tenant 5	Not disclosed due to privacy	2	\$85.00	\$95.00	27/04/2022	Fortnight payment to go out that week.
Tenant 6	Not disclosed due to privacy	1	\$20.00	\$150.00	29/04/2022	Fortnight payment to go out that week.
<b>Total</b>				<b>\$2,120.63</b>		



Nutrien Harcourts Griffith  
 9 Lenehan Road  
 Griffith NSW 2680  
 T: (02) 6962 1811  
 ABN65 002 179 740  
[www.nutrienharcourts.com.au](http://www.nutrienharcourts.com.au)

## Maintenance Request Form

**Please Note:**

1. If a tradesperson is called out and no problem is found, or the problem is caused from your appliance or misuse of equipment the payment for the repair will become your responsibility.
2. If you fail to attend at the “agreed” appointment time with the tradesperson then you will be responsible for any service charge for the missed appointment.
3. If the repairs needed are for an appliance, please advise whether it is gas or electric and provide the make and model number. This will speed up the process of organising repair.

Name:	Date:
Property Address:	
Contact Number:	Email:

The following items require attention:

1.
2.
3.

Are any of the above maintenance items a safety risk?      Yes      No

Reason:

Access arrangements: Permission to use master key?      Yes      No

Alternatively, the tradesperson will be provided with your contact details to arrange a time with you to undertake the necessary repairs.

Tenant Name: \_\_\_\_\_

Tenant Signature: \_\_\_\_\_ Date: \_\_\_\_\_

## Work Order

Nutrien Harcourts Griffith

**PK Plumbing PTY LTD**  
PO Box 388  
YENDA NSW, 2681  
AUSTRALIA

Work Order Number: **5881a-1055**

### Property

### Key

13 McBratney Street, DARLINGTON POINT, NSW,  
2706

Not supplied - Not supplied

### Job Details

**Title:** Replace taps in bathroom.

**Description:** Replace taps in bathroom.

### Agency Contact

Kylie Millar

02 6962 1811

kylie.millar@nutrien.com.au

### Contact for Access

Lease, Arrears, Repairs,  
Tenant

Name of Tenant

Contact Phone Number



