

What you must know before you sign a lease

At the start of every tenancy agreement you should be given the following by the landlord or agent:

- a copy of your lease
- 2 copies of the premise condition report
- a bond lodgement form for you to sign, so that it can be lodged with NSW Fair Trading
- keys to your new home

The first thing you should do before you sign the lease is read through it thoroughly. If there is anything that you do not understand, ask questions.

Remember you are committing to a legal binding contract for which there is no cooling-off period. You will want to be certain you understand and agree to what you are signing.

Only when you can respond with a **YES** to the following statements, should you sign the Lease.

The Lease

- I have read the lease and I asked the questions if there were things I didn't understand.
- I know the length of the lease is negotiated before I sign, which means it can be for 6 months, 12 months or some other period.
- I know I must be offered at least one way to pay the rent which does not involve paying a fee to a third party.
- I know that any additional terms to the lease are negotiated before I sign.
- I have checked that all additional terms to the lease are legal, for example, the lease does not include a term requiring me to have the carpet professionally cleaned when I leave, unless I have agreed to that as part of a condition to allow me to keep a pet on the premises.

Promised repairs

In relation to any promises by the landlord or agent (for example, replace the oven, 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 lease) that they will be done.

Upfront costs

I am not being required to pay:

- more than 2 weeks rent in advance, unless I freely offer to pay more
- more than 4 weeks rent as rental bond

I am not being charged for:

- the cost of preparing my lease
- the initial supply of keys and security devices to each tenant named on the lease

After you move in

Make sure you:

- Fill in your part of the condition report and don't forget to return a copy to the landlord or agent within the 7 days. This is an important piece of evidence. If you don't take the time to complete it accurately money could be taken out of your bond to pay for damage that was already there when you moved in.
- Get a letter from Fair Trading sometime during the first 2 months saying that your bond has been received and advising you of your Rental Bond Number. If this doesn't arrive call Fair Trading to make sure it has been lodged.

Top tips for problem-free renting

Follow these useful tips to help avoid problems while you are renting:

- Photos are a great way to record the condition of the property when you first move in. Take pictures (that are date stamped) of the property, especially areas that are damaged or unclean. Keep these in case the landlord objects to returning your bond at the end of your tenancy.
- Keep a copy of your lease, condition report, rent receipts, Rental Bond Number and copies of letters/emails you send or receive in a designated 'tenancy' file folder and put it somewhere you can easily find it later.
- Never stop paying your rent, even if the landlord is not complying with their side of the agreement (e.g. by failing to do repairs) - you could end up being evicted if you do.
- Keep a diary of your dealings with the landlord or agent - record all the times and dates of conversations, who you spoke to and what they agreed to do. If repairs are needed, put your request in writing to the landlord or agent and keep a copy. This type of evidence is very helpful if a dispute arises which ends up in the NSW Civil and Administrative Tribunal.
- Comply with the terms of your lease. In particular, never make any alterations, keep a pet or let other people move in without asking the landlord or agent for permission first.
- Consider home contents insurance. It will cover your belongings in case of theft, fires and natural disasters. The landlord's building insurance, if they have it, will not cover your things.
- If the property has a pool or garden be clear about what the landlord or agent expects you to do to maintain it.
- Be careful with what you sign relating to your tenancy, and don't let anybody rush you. Never sign a blank form, such as a Claim for refund of bond.
- If you are happy in the place and your lease ends, consider asking for the lease to be renewed for another fixed term. This will remove the worry about being unexpectedly asked to leave, and helps to lock in the rent for the next period of time.

Privacy when renting

You have a right to privacy and quiet enjoyment of the premises you are renting. Your landlord, agent or anybody else acting on their behalf must not interfere with your reasonable peace, comfort and privacy. For this reason, the law restricts the access a landlord or agent can have to the rented property while you are living in it. They are only allowed to enter the premises at certain times for certain reasons and in most cases have to give you notice first.

Notice before entry

The amount of notice the landlord or agent must give you depends on the reason for entering the premises.

Reason	Notice Required
To inspect the premise (up to 4 times per year)	At least 7 days written
To do ordinary repairs or carry out maintenance	At least 2 days
To carry out urgent repairs, such as fixing burst water pipes, dangerous electrical faults, gas leaks.	None
To comply with health & safety obligations, such as installing or checking smoke alarms	At least 2 days
To obtain a property valuation (once in a 12 month period)	At least 7 days
To show a prospective tenant (in the last 14 days before your tenancy is due to end)	Reasonable notice on each occasion
In an emergency	None
If it's reasonably believed that the premise has been abandoned by you	None
To show the premise to prospective buyers	2 weeks written notice before 1 st inspection. Subsequent inspections as agreed with you, or no more than 2 per week with 48 hrs notice
In accordance with a NSW Civil and Administrative Tribunal order	As ordered by the Tribunal
In addition to all of the above reasons you can consent to the landlord, agent, or any other person acting on their behalf to enter the property at any time for any reason.	

Further information

Go to the Fair Trading website www.fairtrading.nsw.gov.au call **13 32 20** or visit a Fair Trading Centre for more information about your renting rights and responsibilities.

This information must not be relied on as legal advice. For more information about this topic, refer to the appropriate legislation.