

Communities & Justice (DCJ) Housing Residential Tenancy Agreement

Part 2

Important Notes About This Agreement

1. The tenant is entitled to have time to read this agreement (and the completed condition report referred to in this agreement) and to obtain appropriate advice if necessary.
2. The landlord or the landlord's agent must give the tenant a copy of the "New Tenant Checklist". This information sheet details what you must know before you sign a lease.
3. The landlord is required to give the tenant a copy of this agreement for the tenant to keep.

DCJ Privacy Notice

This is a notice under the Privacy and Personal Information Protection Act 1998 (PPIP Act) and the Health Records and Information Privacy Act 2002 (HRIP Act), which govern the collection, security, use and disclosure of personal information and health information respectively. DCJ collects personal information (including health information) in order to provide services to you. The supply of the information by you is voluntary. If you cannot or do not wish to provide the information, DCJ may be unable to process your application. The intended recipients of your information include those involved in the administration of your housing application or tenancy or any others who may have an interest in considering your application or tenancy including where relevant, DCJ, Aboriginal Housing Office, or a community housing organisation, or Housing Appeals Committee and survey companies for the purpose of determining client satisfaction and related long term service enhancement. DCJ may disclose information to other government agencies or statutory bodies for purposes including child protection, health reasons, law enforcement and investigation, where authorised to do so under the PPIP Act, HRIP Act, or by another Act or law. You have a right of access to, and correction of, your personal information held by DCJ to ensure it is accurate and not misleading.

Further information about your privacy rights and your personal information, can be found on the Department's website www.dcj.nsw.gov.au or by calling 02 9377 6000

The residential premises are unfurnished.

TERM refer to Part 1

Tenancy laws

The *Residential Tenancies Act 2010* and the *Residential Tenancies Regulation 2010* apply to this agreement. Both the landlord and the tenant must comply with these laws.

For information about your rights and obligations as a landlord or tenant, contact NSW Fair Trading on 13 32 20 or www.fairtrading.nsw.gov.au.

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 this agreement is signed and given by the tenant to the landlord or a person on the landlord's behalf, and
 - 2.2 a copy of the 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 pay rent in advance every Monday to DCJ Housing and, subject to clause 49 of this agreement to pay by rental deduction from Centrelink payments, by direct debit, by BPAY, by Internet transfer or by any other means agreed between the parties, 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
- 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.
- 4.6 to give a rent receipt to the tenant if rent is paid in person (other than by cheque) and to make a rent receipt available for collection by the tenant or to post it to the residential premises if rent is paid by cheque, and
- 4.7 to keep a record of rent paid under this agreement and to provide a written statement showing the rent record for a specified period within 7 days of a request by the tenant (unless the landlord has previously provided a statement for the same period).

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

RENT INCREASES

5. **The landlord and the tenant agree** that the rent cannot be increased after the end of the fixed term (if any) of this agreement 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.

6. The landlord and the tenant agree:

- 6.1 that the increased rent is payable from the day specified in the notice, and
- 6.2 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.

RENT REDUCTIONS

7. **The landlord and the tenant agree** that the rent abates if the residential premises:

- 7.1 are destroyed, or become wholly or partly uninhabitable, otherwise than as a result of a breach of this agreement, or
- 7.2 cease to be lawfully usable as a residence, or
- 7.3 are compulsorily appropriated or acquired by an authority.

8. 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

9. **The landlord agrees** to pay:

- 9.1 rates, taxes or charges payable under any Act (other than charges payable by the tenant under this agreement), and
 - 9.2 the installation costs and charges for initial connection to the residential premises of an electricity, water, gas, bottled gas or oil supply service, and
 - 9.3 all charges for the supply of electricity, gas (except bottled gas) or oil to the tenant at the residential
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- 9.4 premises that are not separately metered, and 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
 - 9.5 all charges (other than water usage charges) in connection with a water supply service to separately metered residential premises, and
 - 9.6 all charges in connection with a water supply service to residential premises that are not separately metered, and
 - 9.7 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.
- 10. The tenant agrees to pay:**
- 10.1 all charges for the supply of electricity, gas (except bottled gas) or oil to the tenant at the residential premises if the premises are separately metered, and
 - 10.2 all charges for the supply of bottled gas to the tenant at the residential premises, and
 - 10.3 all charges for pumping out a septic system used for the residential premises, and
 - 10.4 any excess garbage charges relating to the tenant's use of the residential premises, and
 - 10.5 water usage charges, determined in accordance with approved Ministerial Guidelines.

POSSESSION OF THE PREMISES

11. The landlord agrees:

- 11.1 to make sure the residential premises are vacant so the tenant can move in on the date agreed, and
- 11.2 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

12. The landlord agrees:

- 12.1 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, and
- 12.2 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
- 12.3 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

13. The tenant agrees:

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

14. The tenant agrees:

- 14.1 to keep the residential premises reasonably clean, and
- 14.2 to notify the landlord as soon as practicable of any damage to the residential premises, and
- 14.3 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.
- 14.4 that it is the tenant's responsibility to replace light globes and batteries for smoke detectors on the residential premises.

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).

15. The tenant agrees, when this agreement ends:

- 15.1 to remove all the tenant's goods from the residential premises, and
- 15.2 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
- 15.3 to leave the residential premises reasonably clean, having regard to their condition at the commencement of the tenancy, and
- 15.4 to remove or arrange for the removal of all rubbish from the residential premises, and
- 15.5 to make sure that all light globes on the premises are working, and
- 15.6 to return to the landlord all keys, and other opening devices or similar devices, provided by the landlord.

LANDLORD'S GENERAL OBLIGATIONS FOR RESIDENTIAL PREMISES

16. The landlord agrees:

- 16.1 to make sure that the residential premises are reasonably clean and fit to live in, and
- 16.2 to make sure that all light globes on the residential premises are working on the commencement of the tenancy, and
- 16.3 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
- 16.4 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
- 16.5 to comply with all statutory obligations relating to the health or safety of the residential premises.

URGENT REPAIRS

17. 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:

- 17.1 the damage was not caused as a result of a breach of this agreement by the tenant, and
- 17.2 the tenant gives or makes a reasonable attempt to give the landlord notice of the damage, and
- 17.3 the tenant gives the landlord a reasonable opportunity to make the repairs, and
- 17.4 the tenant makes a reasonable attempt to have any appropriate tradesperson named in this agreement make the repairs, and
- 17.5 the repairs are carried out, where appropriate, by licensed or properly qualified persons, and
- 17.6 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 as follows:

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

SALE OF THE PREMISES

18. The landlord agrees:

- 18.1 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
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- 18.2 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.
19. **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.
20. **The landlord and tenant agree:**
- 20.1 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
 - 20.2 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

21. **The landlord agrees** that 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:
- 21.1 in an emergency (including entry for the purpose of carrying out urgent repairs),
 - 21.2 if the NSW Civil and Administrative Tribunal so orders,
 - 21.3 if there is good reason for the landlord to believe the premises are abandoned,
 - 21.4 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,
 - 21.5 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),
 - 21.6 to carry out, or assess the need for, necessary repairs, if the tenant is given at least 2 days notice each time,
 - 21.7 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,
 - 21.8 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),
 - 21.9 to value the property, if the tenant gets 7 days notice (not more than one valuation is allowed in any period of 12 months),
 - 21.10 if the tenant agrees.
22. **The landlord agrees** that a person who enters the residential premises under clause 21.5, 21.6, 21.7, 21.8 or 21.9 of this agreement:
- 22.1 must not enter the premises on a Sunday or a public holiday, unless the tenant agrees, and
 - 22.2 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
 - 22.3 must, if practicable, notify the tenant of the proposed day and time of entry.
23. **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.
24. **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.

ALTERATIONS AND ADDITIONS TO THE PREMISES

25. **The tenant agrees:**
- 25.1 not to install any fixture or renovate, alter or add to the residential premises without the landlord's written permission, and
 - 25.2 not to remove, without the landlord's written permission, any fixture attached by the tenant that was paid for by the landlord or for which the landlord gave the tenant a benefit, and
 - 25.3 to notify the landlord of any damage caused by removing any fixture attached by the tenant, and
 - 25.4 to repair any damage caused by removing the fixture or compensate the landlord for the cost of repair.
26. **The landlord agrees** not to unreasonably refuse permission for the installation of a fixture by the tenant or to a minor alteration, addition or renovation by the tenant.
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LOCKS AND SECURITY DEVICES

27. The landlord agrees:

- 27.1 to provide and maintain locks or other security devices necessary to keep the residential premises reasonably secure, and
- 27.2 to give the tenant 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
- 27.3 not to charge the tenant for the cost of providing the copies except to recover the cost of replacement or additional copies, and
- 27.4 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 the tenant agrees, and
- 27.5 to give the tenant a copy of any key or other opening device or information that the landlord changes within 7 days of the change.

28. The tenant agrees:

- 28.1 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 the landlord agrees, and
- 28.2 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.

29. 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 NSW 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

30. The landlord and tenant agree that:

- 30.1 the tenant may, with the landlord's prior written permission, transfer the tenant's tenancy under this agreement or sub-let the residential premises, and
- 30.2 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.

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

LANDLORD'S CHANGE OF ADDRESS

32. The landlord agrees:

- 32.1 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
- 32.2 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
- 32.3 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
- 32.4 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

33. 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 Management Act 1996*, the *Strata Schemes (Leasehold Development) Act 1986*, the *Community Land Development Act 1989* or the *Community Land Management Act 1989*.
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MITIGATION OF LOSS

34. **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

35. **The tenant agrees** to pay bond instalments on time.
36. **The tenant acknowledges** that:
- a) a rental bond may be payable on the commencement of this Residential Tenancy Agreement; or
 - b) a rental bond may be payable after the commencement of this Residential Tenancy Agreement in accordance with section 156D of the *Residential Tenancies Act 2010* (NSW).
37. **The tenant acknowledges** a landlord may give a termination notice to a tenant if the tenant fails to pay all or part of a rental bond in accordance with section 156C of the *Residential Tenancies Act 2010* (NSW).
38. **The landlord agrees** that where the landlord or the landlord's agent applies to the Rental Bond Board or the NSW Civil and Administrative Tribunal for payment of the whole or part of the rental bond to the landlord, then the landlord or the landlord's agent will provide the tenant with details of the amount claimed and with copies of any quotations, accounts and receipts that are relevant to the claim and a copy of a completed condition report about the residential premises at the end of this Residential Tenancy Agreement .

SMOKE ALARMS

39. **The landlord agrees** to ensure that smoke alarms are installed in the residential premises in accordance with section 146A of the *Environmental Planning and Assessment Act 1979* if that section requires them to be installed in the premises.
40. **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.

DCJ HOUSING ADDITIONAL TERMS

KEEPING OF PETS

41. **The landlord agrees**
- 41.1 **subject to any by-law applicable under clause 33 prohibiting pets**, that the tenant may keep pets in the residential premises if the pets do not interfere with the reasonable peace comfort and/or privacy of neighbours.
 - 41.2 The tenant agrees to remove any pet within 48 hours where in the reasonable opinion of the landlord the pet is not suitable to be kept on the premises and the landlord gives the tenant written notice to that effect
 - 41.3 Clauses 41.1 and 41.2 do not apply to restricted dogs as defined by the Companion Animals Act 1998 or dogs declared as dangerous pursuant to that Act. The tenant must not keep any such dogs on the premises.

NOTIFY THE LANDLORD OF ADDITIONAL OCCUPANT

42. **The tenant agrees:**
- 42.1 to give the landlord written notice within 28 days of any change of household membership; or
 - 42.2 to give the landlord written notice when an additional occupant resides in the premises for longer than 28 days.

NOTIFY THE LANDLORD OF ADDITIONAL OCCUPANT WHERE THERE IS ANTI-SOCIAL BEHAVIOUR

43. **The tenant agrees**, notwithstanding sub clause 42.2, to give the landlord notice (tenant's notice) as required where:
- 43.1 the tenant has allowed an additional occupant to reside in the premises and the landlord has alleged that there has been a prior breach of this agreement, then the landlord may give notice (landlord's notice) to the tenant requiring the tenant to give the landlord notice (tenant's notice) of any additional occupant who resides or may reside in the premises for longer than 3 days.
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- 43.2 the tenant lives in a neighbourhood which the landlord has determined is subject to a strategy directed to combating anti-social behaviour and the landlord has given the tenant notice (landlord's notice) that the strategy applies to the neighbourhood in which the tenant's premises are situated and that notice also requires the tenant to give the landlord notice (tenant's notice) of any additional occupant who resides or may reside in the premises for longer than 3 days.

PROVISION OF INCOME AND ASSET DETAILS

44. The tenant agrees for the purposes of rental rebate assessment:

- 44.1 that the landlord may formulate policy for the granting of rental rebates and that in accordance with such policies the landlord may grant a rental rebate in its absolute discretion; and
- 44.2 to provide to the landlord such material and documentation as required by the landlord to verify all the income and assets of the tenant; and
- 44.3 to provide to the landlord such material, documentation, or written authority as required by the landlord to verify all the income and assets of all other persons residing in the residential premises; and
- 44.4 to notify the landlord in writing within 28 days of any changes to the income and/or assets of the tenant; and
- 44.5 to notify the landlord in writing within 28 days of any changes to the income and/or assets of any other person residing in the premises; and
- 44.6 that the landlord may seek confirmation from any third party of the information provided under clauses 42 and 43 and sub-clauses 44.2 and 44.4; and
- 44.7 that the tenant will obtain the written consent on behalf of the landlord, within 28 days of the landlord's request, of all other persons residing in the residential premises for the purpose of the landlord seeking confirmation from any third party of the information provided under sub-clauses 44.3 and 44.5 in respect of those persons; and
- 44.8 for any third party to provide written confirmation requested by the landlord that any statements as to income or assets of the tenant or occupancy of the premises, as disclosed by the tenant from time to time, are true and correct. The confirmation requested might relate to any period of time. The authority in sub-clause 44.6 and the authority in this sub-clause cease upon the tenant giving the landlord written notice of cessation of the authority and the tenant having proof of receipt of such notice by the landlord; and
- 44.9 to obtain the written authority, within 28 days of the landlord's request, of all other persons residing in the residential premises for any third party to provide written confirmation requested by the landlord that any statements as to income or assets of persons residing in the residential premises, other than the tenant, are true and correct. The authority referred to in sub-clause 44.7 and the authority in this sub-clause cease upon the tenant giving the landlord written notice of cessation of the authority and the tenant having proof of receipt of such notice by the landlord; and
- 44.10 that failing, as required by clause 42 and this clause, to notify and/or verify income, assets or occupancy may result in the reduction or cancellation of the rental rebate from a date determined by the landlord.

CLEANLINESS OF THE PREMISES

45. Consistently with sub-clause 14.1 of this agreement, the tenant agrees to keep the residential premises reasonably clean, including by:
- 45.1 not hanging any washing on any balcony or verandah, forming part of the residential premises, in such a way as to be visible from outside the premises other than on any washing lines provided for the purpose; and
- 45.2 keeping any goods and objects stored on the premises out of public view and out of any common areas, particularly by keeping any unkempt and/or unregistered motor vehicles out of public view and out of any common areas; and
- 45.3 not placing any caravan on the premises without the agreement of the landlord, such agreement to comply with relevant local government laws.

HOARDING

- 46.
- 46.1 "Hoarding" means having; and/or collecting; and/or acquiring; and/or keeping; and/or permitting objects in or at the premises of an amount; and/or at a level; and/or to an extent that:
- 46.1.1 impairs or prevents the use of the premises or any part of the premises as residential premises;
- 46.1.2 impairs or prevents the use of particular rooms within the premises for their intended purpose or
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- purposes;
- 46.1.3 causes or permits the premises or any part of the premises to become or to be in a
 - 46.1.4 condition that is unsanitary and/or unsafe and/or that makes the premises or any part of the premises a risk to personal and/or occupational and/or public health and safety;
 - 46.1.5 causes or permits the premises or part of the premises to become or to be in a condition that encourages infestation by or attracts rats, mice and other rodents, fleas, lice, moths, insects, vermin or other pests.
- 46.2 Consistently with sub-clause 14.1 of this agreement, the tenant agrees not to engage in or participate in or allow hoarding on the premises.

PERSONAL OCCUPANCY REQUIRED

- 47.
- 47.1 **The tenant agrees** that he or she will personally occupy the residential premises at all times.
 - 47.2 Without limiting the operation or generality of sub-clause 44.1, **the tenant acknowledges** that the premises are intended to be available as social housing and that the payment of rent or maintaining of the premises does not constitute occupancy.

NO LIGHTING OF FIRES

48. **The tenant** shall not light a fire on the residential premises to burn household or garden refuse or any other matter at any time.

RENT DEDUCTION

- 49.
- 49.1 The tenant agrees to the regular fortnightly deduction by Centrelink from any Commonwealth welfare benefit accruing to the tenant of such amount of monies as are notified by the landlord to Centrelink as are required to pay rent, water charges, bond charges or other lawfully payable sums of monies with respect to this Residential Tenancy Agreement.
 - 49.2 The tenant further agrees to sign a deduction authority to give immediate effect to clause 49.1 above.
 - 49.3 The tenant acknowledges that, at or before the time of signing this Residential Tenancy Agreement, the tenant was given a copy of the "Authority for Rent Deduction."
 - 49.4 The tenant agrees to the provision of all relevant personal and other information to Centrelink to give effect to the tenant's participation in the Rent Deduction Scheme.
 - 49.5 The landlord acknowledges that the tenant may choose to end the deduction authority at any time by notifying Centrelink or the landlord.

UNDER OCCUPANCY

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

SOCIAL HOUSING DEBTS

51. **The tenant agrees** to enter into reasonable arrangements for the repayment of any debt, incurred in connection with this or any prior social housing tenancy agreement, and to comply with those arrangements and any variations to those arrangements.

RENEWABLE ENERGY & EMISSIONS TRADING SCHEMES AND TECHNOLOGIES

- 52.
- 52.1 **The tenant agrees** that the landlord is entitled to all rights and interests in relation to any certificate that may issue (or has issued) pursuant to any renewable energy or emissions trading schemes
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(Schemes), including the State Government's NSW Energy Efficiency Trading (NEET) Scheme, to the extent arising from the installation of any thing, or any activities undertaken, by or on behalf of the landlord on or in relation to the residential premises, including without any limitation:

- 52.1.1** the installation of solar water heaters or small generation units giving rise to an entitlement to create renewable energy certificates under the Renewable Energy (Electricity) Act 2000 (Cth); and
 - 52.1.2** any activity giving rise to an entitlement to abatement certificates under the Greenhouse Gas Reduction Scheme pursuant to the Electricity Supply Act 1995 (NSW).
- 52.2 The landlord agrees** that the tenant will be entitled to all rights and interests in any certificate that may issue (or has issued) pursuant to the Schemes, to the extent arising from the installation of any thing, or any activities undertaken, by the tenant on or in relation to the premises with the landlord's written consent, which consent may be on terms. For the avoidance of any doubt, in consideration of the parties entering into this agreement, the landlord consents to the tenant installing energy efficient (or saving) light bulbs or globes and shower heads in the premises at his or her cost.
- 52.3** Renewable energy or emissions technology, such as grid-interactivity or two way grid interconnections as between the premises and any electricity grid, may provide benefits to the parties under this agreement such as reduced electricity charges and lower maintenance costs. The tenant agrees that the landlord may determine during this agreement to implement any such technology in relation to the premises, in which case the determination may also provide for the tenant deriving some benefit in his or her capacity as a tenant under this agreement.

ELIGIBILITY AND TENURE

- 53.**
- 53.1** The landlord may give the tenant a notice of termination as the result of an assessment by the landlord that the tenant is not eligible to reside in social housing premises.
 - 53.2** In making this assessment the landlord is to apply criteria, approved by the Minister, that are to be provided free of charge to the tenant on request.
 - 53.3** Those criteria must not relate to whether the tenant has complied with any terms of this agreement.
 - 53.4** If the tenant refuses to provide any information reasonably required for the landlord's assessment, then the landlord may determine that the tenant is not eligible to reside in the social housing premises under this agreement.
 - 53.5** For fixed term tenancies, the assessment may not be carried out prior to 6 months before the end of the fixed term.
 - 53.6** Before giving notice of termination, the landlord is to notify the tenant in writing of the landlord's decision to end the tenant's tenancy. The tenant then has 30 days in which to request the landlord to review this decision. If the tenant makes such a request, then no notice of termination can be given until any review has been completed in accordance with any Ministerial procedures.
 - 53.7** The notice of termination is to give the tenant under a fixed term tenancy at least 90 days to vacate or until the end of the fixed term, whichever is the later. For other tenancies, the tenant is to get at least 90 days to vacate.

ALTERNATIVE OFFERS

- 54.**
- 54.1** The landlord may give the tenant a notice of termination on the basis that the landlord has offered the tenant alternate social housing premises to those currently occupied by the tenant
 - 54.2** Before giving such a notice of termination, the landlord is to notify the tenant in writing of the landlord's decision to end the tenant's tenancy. The tenant then has 14 days in which to request the landlord to review this decision. No notice of termination can be given until any such review has been completed
 - 54.3** Unless the landlord and the tenant have agreed to a shorter time, the notice of termination is to give the tenant at least 30 days in which to vacate
 - 54.4** The notice of termination is ineffective unless the alternative premises, which are related to the notice, are available no later than 7 days before the existing premises are required to be vacated
 - 54.5** The notice of termination may relate to under occupancy in accordance with clause 50.
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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.

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.

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). Clause 5 of this agreement provides for rent to be able to be increased if the agreement continues in force.

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 include sale of the residential premises, breach of this agreement by the tenant and hardship. The grounds for the tenant include sale of the residential premises (not revealed when this agreement was entered into), breach of this agreement by the landlord and hardship. 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 NSW Civil and Administrative Tribunal if the tenant does not willingly move out. A court can order fines and compensation to be paid for such an offence.

7. Rental Rebate Fraud

The tenant acknowledges that a notice of termination may issue if the tenant receives a rental rebate or subsidy to which they are not entitled.

8. Anti-Social Behaviour

The tenant acknowledges that behaviour of the kind described below may entitle the landlord to take action to terminate their tenancy. More particularly, the types of behaviour that are not acceptable include, without limitation to the Residential Tenancies Act:

- Repeatedly making excessive noise such as shouting, screaming or playing loud music, especially late at night.
 - Letting other members of the household including children behave in an uncontrolled manner.
 - Leaving rubbish such as household garbage, broken appliances, discarded furniture and unregistered motor vehicles in the property or yard.
 - Damaging any part of the property you live in, including roofing, walls, utility connections, pipes and electricity
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conduits.

- Damaging (willfully) any other property or public building in the neighbourhood.
 - Going into other people's properties or yards without their permission.
 - Threatening, abusing, intimidating or swearing at other people living nearby or visiting the neighbourhood.
 - Throwing anything at people living nearby or visiting the neighbourhood.
 - Assaulting people living nearby or visiting the neighbourhood.
 - Taking any other action that harasses, scares or distresses other people living nearby or visiting the neighbourhood.
 - Letting dogs or other household pets stray from the property.
 - Letting dogs or other household pets hurt others or damage property.
 - Allowing visitors to do any of the things described above.
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