



Living away from home? Here are your basic rights as a tenant. Tenant rights in NSW

A tenant is someone who is renting or paying for accommodation while under an agreement with a landlord. While studying at UOW, we want to ensure you are confident, comfortable and safe in your accommodation. For this reason, it's important to be aware and educated on your rights in this space.

Here are some key points to keep in mind:

WHO IS RESPONSIBLE FOR REPAIRS & MAINTENANCE?

The landlord is under a general obligation to both provide and maintain the rented premises in a reasonable state of repair. 'Reasonable' is relative to the age of the premises, the rent payable and the prospective life of the premises. This means that the landlord must conduct repairs to any defect that was noticeable at the time of inspection when your tenancy began. They must also fix any defects that you notify them of during your tenancy. These repairs must be carried out within a reasonable period – this is measured by the nature of the repair and the urgency. The landlord is not responsible for damage to the property caused by the tenant however. It is still best to notify the landlord if any damage does occur.

TERMINATION - ENDING THE TENANCY EARLY

If a tenant wants to end a tenancy agreement early, he or she may become liable for some extra costs. Under the *Residential Tenancies Act 2010*, the landlord can claim compensation from the tenant for any loss suffered as a result of ending the agreement early, such as a payment of rent until new tenants move in, reletting fees and advertising costs. Make sure you keep your landlord updated as early as possible on any changes in your situation.

UNEXPECTED SALE OF RENTED PROPERTY

Under the *Residential Tenancies Act 2010*, the landlord has an obligation to disclose a proposed sale of the property before entering into a residential tenancy agreement. Otherwise the tenants may terminate the tenancy during the fixed term without being liable to pay any compensation or an additional amount for the early termination of the agreement.

THE RIGHT TO QUIET ENJOYMENT

As a tenant of a residential property you are entitled to quiet enjoyment, peace and privacy of your home. Your landlord cannot unreasonably interfere with these rights by attending your property without notice unless it is an emergency or to carry out urgent repairs.

NEED SOME ADVICE FOR RENTING DURING COVID-19?

Check out [this guide](#) which will give you a good overview of what to expect during this COVID-19 period and covers common questions you may have.

tenants.org.au/covid19/guide

KEY THINGS TO REMEMBER:

- Have a written agreement before you move into a place
- Familiarise yourself with your rights and responsibilities as a tenant (and the rights and responsibilities of your landlord)
- Educate yourself and know where you can get assistance for legal issues during your tenancy

SOME USEFUL WEBSITES FOR FURTHER INFORMATION:

- fairtrading.nsw.gov.au/housing-and-property/renting
- choice.com.au/money/property/renting/articles/rental-rights-you-didnt-know-you-had
- service.nsw.gov.au/transaction/apply-international-student-covid-19-crisis-accommodation
- flatmates.com.au/info/flatmate-agreement
- uow.edu.au/study/accommodation/
- servicesaustralia.gov.au/individuals/services/centrelink/rent-assistance
- <https://www.tenants.org.au/resources/all>

For more information visit
uow.info/legal-clinic



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