

Your rights as a tenant factsheet

As a tenant you have a range of rights under the *Residential Tenancies Act 2010* (NSW). This factsheet is designed for tenants. If you are unsure of your tenancy status, seek legal advice.

It is important to determine what kind of agreement you have with your landlord. These agreements are either; fixed, which means that it is only for a specific period of time, or periodic, meaning that it continues indefinitely.

Access

You have the right to 'reasonable peace, comfort and privacy' in your premises. The landlord/agent cannot interfere with this.

This means that they should not come to the property without your consent.

A landlord or agent can only enter the premises if you give consent, and they provide notice. The only exception is where there is an emergency, urgent repairs or the Tribunal gives them permission to do so.

Repair

You have the right to premises being in a reasonably clean state and fit for you to live in.

You can request for the landlord to resolve any urgent maintenance issues. Urgent repairs may include;

- Gas/electricity/water failure,
- Damage which makes the premises unsafe,
- Damage from a natural disaster,
- Serious roof leak, or
- An appliance is not working.

If requests for repair are refused, you may be reimbursed for *reasonable* costs incurred to have repairs done yourself. This is usually limited to \$1,000 for repairs. A strict process needs to be followed so seek advice.

You can also request for non-urgent repairs to be completed. Ensure you give the landlord a clear deadline of when you expect work to be complete and ensure you keep record of all conversations and negotiations with the landlord and/or agent.

If no repairs are done to the property after following these steps, do NOT go on a rent strike.

Apply to the NSW Civil and Administrative Tribunal. [Contact Marrickville Legal Centre](#) for more information on this process and your options.

Rent reduction

You can make a written request to the landlord during your tenancy for a reduction in rent if:

- Any of the goods, services or facilities which came with the property are reduced or withdrawn because of your landlord's failure to make repairs; or
- The property is completely or partly uninhabitable/unusable.

Request that the rent for the property be reduced until the issues are resolved. If this is unsuccessful, apply to NCAT.

[Contact Marrickville Legal Centre](#) for more information on this process.

Rent increases

A landlord or agent may only increase the rent if:

- You have been given **correct** notice, and
- Rent increases are **permitted** under the tenancy agreement

For notice to be **correct**, it must:

- Be given within 60 days of the increase; and
 - If posted, extra 7 days for delivery
- Be in writing;
- Specify the amount of the increase; and
- Specify the day from which the increase applies.

If the notice is incorrect, you do not need to pay the increased rent. However, continue paying the current rent and notify the landlord in writing.

Additionally, rent increases are only permitted for:

- **A fixed term of 2 years or more:** ONCE in any 12-month period
- **A fixed term of less than 2 years:** ONLY if the increase amount and date of increase is in the agreement
- **A periodic agreement:** ONCE in any 12-month period

If you believe the increase is excessive, you can negotiate with the landlord or apply to NCAT for an *excessive rent order*. [Contact Marrickville Legal Centre](#) for advice on this process as strict time limits apply.

Leaving a lease

This table outlines the reasons you may leave a fixed and/or periodic agreement and how you can do so.

Reason	Action	Minimum Notice
No reason - Fixed	Give notice. Vacate (and return keys) by the date in your notice. Break fee would be payable depending on how far into the tenancy you are.	None
No reason - Periodic	Give notice. Vacate (and return keys) by the date in your notice.	21 days
Rent increase – Fixed only	Give notice if the landlord has increased the rent during a lease of 2 or more years.	21 days
Landlord breach – Both	Seek advice from Marrickville Legal Centre for more information on this process. Give notice and include that the reason for termination is serious and persistent breach of agreement.	14 days
Hardship – Fixed only	Apply to NCAT	N/A

Premises unusable/frustration	Give notice	None
Domestic Violence	Give immediate domestic violence termination notice	None
Breach of disclosure requirements	Give notice	14 days
	Apply to NCAT for termination order and compensation	N/A

NB: Notice should be in writing and given to the landlord or agent.

If you are seeking to leave your fixed term early without reason, you are required to pay a break fee.

[Contact Marrickville Legal Centre](#) to discuss what actions are best suited to your situation.

Domestic & Family Violence

There are options if you need to leave a tenancy due to domestic or family violence.

As a **co-tenant** of the perpetrator, you can leave a fixed term or periodic lease in the following ways:

- If you have an AVO or other evidence of domestic violence, you can give a domestic violence termination notice and leave.
- Otherwise, you can apply to NCAT for an order to terminate or give a 21-day termination notice.

If you want the perpetrator to leave, you can:

- Apply to NCAT for an order to end their tenancy
- Apply for a final AVO, which excludes the perpetrator from the premises – this automatically ends their tenancy

As a **sub-tenant** of the perpetrator in a periodic agreement, you can leave by:

- Giving termination notice of 14 days for breach of peace, comfort and privacy – and leave
- Giving a termination notice of 21 days and leave
- Issuing an immediate domestic violence termination notice – if you have an AVO or other evidence of domestic violence

As a **head-tenant** of the perpetrator in a periodic agreement, you can make them leave by:

- Issuing a termination notice of 90 days
- Issuing a termination notice of 14 days for breach of your peace, comfort and privacy
- Seeking a final AVO which excludes the perpetrator from the premises
- Applying to NCAT for termination of their tenancy

If you are experiencing concerns regarding your current lease, please contact Marrickville Legal Centre by [submitting an enquiry online](#) or call us on 02 9559 2899. The solicitors and tenancy advocates at Marrickville Legal Centre can identify what you can do if your rights as a tenant are being dismissed.