

RESIDENTIAL TENANCY AGREEMENT (New South Wales)
(for Term of 3 Years or Less)

NOTES:

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 "The Renting Guide: A guide for Landlords and Tenants". That book explains both parties' rights and obligations under this Agreement.
3. The Landlord is required to give the Tenant a copy of this Agreement for the Tenant to keep.

PART 1 - TERMS OF AGREEMENT

THIS AGREEMENT made as of the ____ day of _____, _____ at N.S.W.

BETWEEN:

[NAME OF LANDLORD] (A.C.N.)
[Landlord's address]
(the "Landlord")

- and -

[NAME OF LANDLORD'S AGENT] (A.C.N.)
[agent's address]
(the "Agent")

- and -

[NAME(S) OF TENANT(S)]
(the "Tenant")

Other people who will ordinarily live at the premises are as follows: *(delete if not applicable)*

PREMISES

The Landlord gives the Tenant the right to occupy the residential premises at *[insert full address of rental premises]* and the following parking space and storage locker: *(delete if not applicable)*

[choose the appropriate option and delete the others: The premises are unfurnished. OR The premises are furnished. OR The furniture and furnishings set out in the condition report are included.]

No more than ## persons may ordinarily live in the premises at any one time.

RENT

The rent is \$###.## payable every [week / fortnight / month] starting on *[insert date that the first rent payment is due]*. The Tenant must pay in advance on the ____ day of every [week / fortnight / month].

The rent must be paid:

- (a) to the Landlord, or the Landlord's agent, at *[insert address to which rent payments are to be sent]*, or
- (b) at any other reasonable place the Landlord notifies the Tenant in writing, or
- (c) into the following account *[insert account details]*, or any other account nominated by the Landlord.

Payment must be made by the following method: *[choose the appropriate option and delete the others: in cash, by cheque, by bank account deposit, or set out any alternative method agreed upon by the parties]*.

TERM

The term of this Agreement shall be for _____ [months], commencing on the _____ day of _____, _____ and ending on the _____ day of _____, _____.

CONTINUATION

At the end of the term hereunder, the Tenant may stay in the premises at the same rent (or at an increased rent if the rent is increased in accordance with the Residential Tenancies Act 1987) but otherwise under the same terms unless or until the Agreement is renewed or ended in accordance with the Residential Tenancies Act 1987.

RENTAL BOND *(delete if there is not going to be a bond)*

A rental bond of \$###.## must be paid by the Tenant to the Landlord or the Landlord's agent on or before signing this Agreement.

THE AGREEMENT

1. The Landlord agrees to give the Tenant:
 - 1.1 a copy of this Agreement at or before the time the Agreement is signed and given by the Tenant to the Landlord or a person on the Landlord's behalf, and
 - 1.2 a copy of the Agreement signed by both the Landlord and the Tenant as soon as reasonably practicable.

RENT

2. The Tenant agrees to pay rent on time.
3. The Landlord agrees to provide a receipt for any rent paid to the Landlord or to ensure that the Landlord's agent provides a receipt for any rent paid to the agent. If the rent is not paid in person, the Landlord agrees only to make the receipt available for collection by the Tenant or to post it to the Tenant. (The Landlord is not required to provide or make available a receipt if rent is paid into the Landlord's account.)