

27 August 2024

Ms Anna Wade
Policy Manager
NSW Fair Trading



By email: Anna.Wade@customerservice.nsw.gov.au

Dear Ms Wade,

Request to amend the layout of the prescribed form in Schedule 2 to the Residential Tenancies Regulation 2019 (NSW)

REINSW would like to request that NSW Fair Trading amend the format of the Condition Report in Schedule 2 to the *Residential Tenancies Regulation 2019* (NSW) (**Regulation**) so that there is an option for the ingoing and outgoing inspection report to be physically separate, rather than on the same page. This will enhance the user friendliness of the form by giving the landlord/agent and tenant more space to leave detailed comments at the commencement and end of the tenancy. It will also permit the real estate industry to better harness technological developments, and allow the Condition Report to be completed electronically, which the requirement to adhere to the formatting of the prescribed form currently restricts.

As you would be aware, the current prescribed format of the Condition Report was brought in during the March 2020 reforms of the *Residential Tenancies Act 2010* (NSW) (**Act**) and the Regulation. The format of the current version requires a landlord/agent to nominate whether, at the start of the tenancy, certain household items are "clean", "undamaged" and "working" and to leave their comments in relation to same. The tenant can then nominate whether they agree, and can also leave comments. This formatting is then replicated, on the same page, for the condition of the premises at the end of the tenancy (refer to **Annexure A** below, being REINSW's current Condition Report Form dated August 2022 which aligns with the prescribed form in Schedule 2 to the Regulation).

However, this layout has posed a significant problem for consumers in practice as it leaves insufficient space for the parties to a tenancy to leave detailed comments about the status of the premises, which can contribute to disputes over the bond. This is an issue that REINSW has raised in past correspondence with NSW Fair Trading. REINSW also raised similar issues in section 5(d) of its *Submission in response to the Public Consultation Draft Residential Tenancies Regulation 2019* (NSW) (**Residential Tenancies Submission**) dated 8 August 2019, which is **enclosed** as **Annexure B** to this letter. For example, the Residential Tenancies Submission suggested that the Condition Report should be prescribed but adaptable to "accurately reflect the subject property" and recommended that it be permissible to have a version of the Condition Report where the ingoing and outgoing inspection sections were not side-by-side. As envisaged by REINSW a few years ago, the issue is real in practice and, for the reasons set out below, REINSW requests that NSW Fair Trading amend the formatting in the prescribed form in Schedule 2 to the Regulation.

1. Due to the number of columns in the prescribed Condition Report, its current layout only allows for one line of text in the comments section. This is not enough space for landlord/agents and tenants to accurately describe the condition of the premises. REINSW has been able to increase the comment space in the online version of the form, but only slightly and, even allowing for this, there is still insufficient space to enable parties to a tenancy to leave detailed descriptions. Furthermore, this increased row size makes the document lengthy (more than 30 pages without

photographs attached) which is feedback that REINSW has received from members. The size of the rows cannot be increased if a hard copy version were used. This all culminates in a form which is cumbersome and which is not user friendly for consumers. The result is that there is not sufficient space on the form for the condition of the premises to be completed by the parties, which essentially defeats the purpose of the form.

2. The Condition Report is an essential form for property managers. Because it must be completed at the beginning and end of each tenancy, it is used frequently in practice and so ease of use is important. To give some context, it is a regularly used form that REINSW offers on REI Forms Live, but as the issue is compliance related, other provider's forms surely also face the same problem, so the number of consumers impacted is greater.

Furthermore, the importance of this form is not only how frequently it is used, but also its purpose. The Condition Report is the only evidence before NCAT in end of tenancy proceedings. It is, therefore, important to ensure that the parties have enough space to describe the condition of the premises before and after a tenancy. If a Condition Report is not sufficiently detailed it leads to disputes over a party's entitlement to the bond or gives rise to circumstances where a party, who might be entitled to the bond, cannot recover the amount because the state of the premises was not adequately documented. NCAT increasingly requires more detail to protect all parties to the lease, but the current layout prevents parties from leaving such detailed comments where it is required.

3. There is a clear industry demand for change. REINSW has received multiple complaints from agents about the limited space to comment in the Condition Report. REINSW's view is that these complaints echoes feedback received directly from members that the limited space for comments makes this form difficult to use in practice.

Agents are looking for alternative ways to improve the user friendliness of the Condition Report but this can come at a compliance cost. REINSW is aware of an agent who created their own version of the Condition Report. It contained all the prescribed items and more, in addition to a lot of blank space for tenants to give detailed feedback – the agent was complimented on the form by tenants and its user friendliness for tenants and landlords/agents alike. However, during an NCAT hearing, a landlord, on behalf of whom the agent was appearing, was unsuccessful because it was found that the Condition Report was non-compliant with the version prescribed by the Regulation owing to the ingoing and outgoing inspections not being on the same page (the content wasn't an issue). As a result, other tenancies where this version of the Condition Report had been used were significantly vulnerable. Where a Condition Report is not in the prescribed form it affects whether a tenant can ensure their own interests in the case of a claim. It also affects whether agents can pursue an end of tenancy claim on behalf of the landlord and, if they can't, can leave them open to a compensation action by the landlord. In the case described above, we understand that the NCAT Member's reasons were only stated verbally and their decision was not appealed because the matter was conciliated. As this example shows, it benefits parties to a tenancy to include detailed comments within the Condition Report, but they cannot do so because they cannot change the formatting of this prescribed form without being at risk of non-compliance – something which would not be an issue if the formatting of the prescribed form itself were updated.

4. NSW Fair Trading's March 2020 version of the Condition Report (see **enclosed** as **Annexure C** to this Submission) combines the "landlord/agent comments" and "tenant comments" columns into "landlord/agent and tenant comments" in the table titled "Condition of the premises at the END of the tenancy". Not only does the formatting of NSW Fair Trading's form differ from that currently prescribed by the Regulation, it also suggests that NSW Fair Trading may also have received similar feedback about the space of the prescribed layout or had trouble fitting all of the prescribed columns onto one A4 page. This supports REINSW's position that the layout of the prescribed form is not working well in practice and should be updated.
5. REINSW has liaised with NSW Fair Trading about making certain format changes to the prescribed form, including whether it could combine the "landlord/agents comments" and "tenants comments" into one column, namely, "landlord/agents and tenant comments". As a result of these discussions, REINSW understands that NSW Fair Trading does not object to certain format changes provided the form remains substantially compliant pursuant to section 80 of the *Interpretation Act 1987* (NSW). REINSW is more than willing to provide a copy of this correspondence should the need arise. However, REINSW has been hesitant to change the formatting of the Condition Report for compliance reasons, particularly having regard to the agent's experience set out in paragraph 3 above. Further, REINSW guarantees that all of its template forms and agreements on REI Forms Live are compliant with the Act and Regulation, and a lot of agents rely on REINSW's Condition Report. It cannot make a change without certainty that it is compliant with the prescribed form if it were put to the test in an NCAT proceeding.
6. As mentioned in the Residential Tenancies Submission, there are now apps and programs which allow the Condition Report to be completed electronically. However, often such apps or programs do not show the ingoing and outgoing inspection side-by-side as currently required by the prescribed Condition Report. If a physically separate version of inspection was permitted (i.e not required to be on the same page), it would help the industry better keep up with these emerging technologies which can streamline and expedite the process for parties (especially for tenants who can send the Condition Report electronically rather than physically returning it to the relevant property manager's office). Electronic Condition Reports would also resolve issues about lack of sufficient space for comments. As the form would not require printing except for in the case of a Tribunal hearing, parties would be free to detail the condition of the rental premises at length without concern for space. This would reduce the number of disputes which proceed to NCAT as a detailed Condition Report allows parties to better assess the condition of the premises at the beginning versus the end of the tenancy and to mediate more clearly.
7. Providing more room for comments facilitates tenant participation in the completion of this form, ensuring that they are actively adding comments where their view of the property differs to that of the agent/landlord. This protects their bond and creates a smoother rental process for all parties involved.
8. On balance, REINSW does not consider amending the prescribed form to be difficult as it is located in the Regulation as opposed to the Act, but is of the view that the flow on effects for consumers within the real estate industry will be significant and beneficial.

To address these issues, **REINSW recommends:**

- a. That NSW Fair Trading permit a version of this prescribed form which allows the ingoing and outgoing inspection report to be physically separate rather than requiring each inspection to be side-by-side on one page (as previously suggested in section 5(d) of REINSW's Residential Tenancies Submission). This would ensure that landlords/agents and tenants have sufficient space to include detailed comments about the premises' condition, without the document being too long. It would also facilitate current emerging technologies which allow Condition Reports to be completed electronically making this form more user friendly for all parties to use. The original version (where both ingoing and outgoing reports are side-by-side) could also be permitted but it would give consumers more choice as to the format that works best for them.
- b. However, as an alternative (though less preferrable) REINSW recommends that the Condition Report could be made more user friendly by rolling the "landlord/agent comments" column and the "tenant comments" column into one. This would mean that there are only two columns for comments per page (one for the start and one for the end of the tenancy) and would give parties more space to record information they may wish to provide. This would also allow the ability for a tenant to include their comments right next to the landlord or agent's comments.

REINSW also recommends, NSW Fair Trading consider amending section 29(6) of the Act to specify that the Condition Report "should" or "may be" in the form set out in the Regulation rather than prescribing that it "is to be" in that form. While this would require an amendment to the Act, it would provide a Tribunal Member with the discretion to consider that a Condition Report, which is more user friendly, is compliant notwithstanding that it is in a different form.

For the reasons above, we would be grateful if you would consider an amendment to the prescribed Condition Report in Schedule 2 to the Regulation. REINSW believes it would help support parties to tenancies and the property industry at large and will facilitate technological advancements which would enhance the user-friendliness of the form.

We look forward to your response.

Yours faithfully,



Timothy McKibbin
Chief Executive Officer

cc Ms Diana Holy and Ms Katerina Pavlidis
Directors, Real Estate and Housing
Better Regulation Division
Department of Customer Service.
**By email: katerina.pavlidis1@customerservice.nsw.gov.au;
diana.holy@customerservice.nsw.gov.au**

Annexure A

The following pages include a copy of REINSW's current Condition Report which aligns with the current prescribed form in Schedule 2 to the Regulation

CONDITION REPORT

FM00409

08/22

RESIDENTIAL TENANCY AGREEMENT

HOW TO COMPLETE

- (1) Three copies, or one electronic copy, of this condition report should be completed and signed by the landlord or the landlord's agent.
- (2) Two copies, or one electronic copy, of the report, which have been completed and signed by the landlord or the landlord's agent, must be given to the tenant before or when the tenant signs the agreement. The landlord or landlord's agent keeps the third copy or an electronic copy.
- (3) Before the tenancy begins, the landlord or the landlord's agent must inspect the residential premises and record the condition of the premises by indicating whether the particular room item is clean, undamaged and working by placing "Y" (YES) or "N" (NO) in the appropriate column (see example below). Where necessary, comments should be included in the report. The landlord or the landlord's agent must also indicate "yes" or "no" in relation to the matters set out under the headings "Minimum standards", "Health issues", "Smoke alarms", "Other safety issues", "Communications facilities" and "Water usage charging and efficiency devices".
- (4) As soon as possible after the tenant signs the agreement, the tenant must inspect the residential premises and complete the tenant section of the condition report. The tenant indicates agreement or disagreement with the condition indicated by the landlord or landlord's agent by placing "Y" (YES) or "N" (NO) in the appropriate column and by making any appropriate comments on the form. The tenant may also comment on the matters under the headings "Minimum standards", "Health issues", "Smoke alarms", "Other safety issues", "Communications facilities" and "Water usage charging and efficiency devices".
- (5) The tenant must return one copy of the completed condition report, or a completed electronic copy, to the landlord or landlord's agent **within 7 days** after taking possession of the residential premises and is to keep the other copy or a completed electronic copy. The tenant is not required to do this if the landlord or landlord's agent has failed to give the tenant either two copies, or one electronic copy, of the completed condition report (see 2 above).
- (6) If photographs or video recordings are taken at the time the inspection is carried out, it is recommended that all photographs or video recordings are verified and dated by all parties. Any photographs should be attached to this condition report, in hard copy or electronically, under the heading "Photographs/video recordings of the premises". Any video recordings should be attached to this condition report electronically.
 NOTE: Photographs and/or video recordings are not a substitute for accurate written descriptions of the condition of the premises.
- (7) At, or as soon as practicable after, the termination of the tenancy agreement, both the landlord or the landlord's agent and the tenant should complete the copy of the condition report that the landlord, landlord's agent or the tenant has retained, indicating the condition of the premises at the end of the tenancy. This should be done in the presence of the other party, unless the other party has been given a reasonable opportunity to be present and has not attended the inspection.
- (8) If the residential premises are separately metered for water and if the tenant is required to pay for water usage charges under the residential tenancy agreement, the landlord or landlord's agent must also indicate whether the residential premises has the required water efficiency measures.

Note: If a report requires additional rooms, items or comments, extra attachment pages are supplied with this pad. Ensure the "Are Additional pages attached to this report?" on the last page is ticked "Yes" if an attachment is completed and that the landlord/agent and tenant signs and dates each attachment.

IMPORTANT NOTES ABOUT THIS REPORT

- (a) It is a requirement that a condition report be completed by the landlord or the landlord's agent and the tenant (see above). This condition report is an important record of the condition of the residential premises when the tenancy begins and may be used as evidence of the state of repair or general condition of the premises at the commencement of the tenancy. It is important to complete the condition report accurately. It may be vital if there is a dispute, particularly about the return of the rental bond money and any damage to the premises.
- (b) At the end of the tenancy, the premises will be inspected and the condition of the premises at that time will be compared to that stated in the original condition report.
- (c) A tenant is not responsible for fair wear and tear to the premises. Fair wear and tear is a general term for anything that occurs through ordinary use, such as the carpet becoming worn in frequently used areas. Intentional damage, or damage caused by negligence, is not fair wear and tear.
- (d) A condition report must be filled out whether or not a rental bond is paid.
- (e) If you do not have enough space on the report you can attach additional pages. All attachments should be signed and dated by all parties to the residential tenancy agreement.
- (f) Call **NSW Fair Trading on 13 32 20** or visit www.fairtrading.nsw.gov.au for more information about the rights and responsibilities of landlords and tenants or before completing the condition report.

EXAMPLE

CONDITION OF PREMISES AT START OF TENANCY							
		CLEAN UNDAMAGED WORKING			Landlord/agent comments	TENANT AGREES	
		Y	Y	Y		Y	Tenant comments
ENTRANCE / HALL	front door/screen door/security door	Y	Y	Y		Y	
	walls/picture hooks	Y	Y	Y	3 picture hooks	N	2 picture hooks
	lights/power points/door bell	Y	Y	Y		Y	
	floor coverings	N	Y		carpet stain near window	Y	
	ceiling/light fittings	Y	Y	Y		N	stain on ceiling
	skirting boards	Y	Y	Y		Y	

CONDITION REPORT RESIDENTIAL TENANCY AGREEMENT

HOW TO COMPLETE

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- (3) Before the tenancy begins, the landlord or the landlord's agent must inspect the residential premises and record the condition of the premises by indicating whether the particular room item is clean, undamaged and working by placing "Y" (YES) or "N" (NO) in the appropriate column (see example below). Where necessary, comments should be included in the report. The landlord or the landlord's agent must also indicate "yes" or "no" in relation to the matters set out under the headings "Minimum standards", "Health issues", "Smoke alarms", "Other safety issues", "Communications facilities" and "Water usage charging and efficiency devices".
- (4) As soon as possible after the tenant signs the agreement, the tenant must inspect the residential premises and complete the tenant section of the condition report. The tenant indicates agreement or disagreement with the condition indicated by the landlord or landlord's agent by placing "Y" (YES) or "N" (NO) in the appropriate column and by making any appropriate comments on the form. The tenant may also comment on the matters under the headings "Minimum standards", "Health issues", "Smoke alarms", "Other safety issues", "Communications facilities" and "Water usage charging and efficiency devices".
- (5) The tenant must return one copy of the completed condition report, or a completed electronic copy, to the landlord or landlord's agent **within 7 days** after taking possession of the residential premises and is to keep the other copy or a completed electronic copy. The tenant is not required to do this if the landlord or landlord's agent has failed to give the tenant either two copies, or one electronic copy, of the completed condition report (see 2 above).
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 NOTE: Photographs and/or video recordings are not a substitute for accurate written descriptions of the condition of the premises.
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- (8) If the residential premises are separately metered for water and if the tenant is required to pay for water usage charges under the residential tenancy agreement, the landlord or landlord's agent must also indicate whether the residential premises has the required water efficiency measures.

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- (b) At the end of the tenancy, the premises will be inspected and the condition of the premises at that time will be compared to that stated in the original condition report.
- (c) A tenant is not responsible for fair wear and tear to the premises. Fair wear and tear is a general term for anything that occurs through ordinary use, such as the carpet becoming worn in frequently used areas. Intentional damage, or damage caused by negligence, is not fair wear and tear.
- (d) A condition report must be filled out whether or not a rental bond is paid.
- (e) If you do not have enough space on the report you can attach additional pages. All attachments should be signed and dated by all parties to the residential tenancy agreement.
- (f) Call **NSW Fair Trading on 13 32 20** or visit www.fairtrading.nsw.gov.au for more information about the rights and responsibilities of landlords and tenants or before completing the condition report.

EXAMPLE

CONDITION OF PREMISES AT START OF TENANCY							
		CLEAN UNDAMAGED WORKING			Landlord /agent comments	TENANT AGREES	
		Y	Y	Y		Y	Tenant comments
ENTRANCE / HALL	front door /screen door /security door	Y	Y	Y		Y	
	walls /picture hooks	Y	Y	Y	3 picture hooks	N	2 picture hooks
	lights /power points /door bell	Y	Y	Y		Y	
	floor coverings	N	Y		carpet stain near window	Y	
	ceiling /light fittings	Y	Y	Y		N	stain on ceiling
	skirting boards	Y	Y	Y		Y	

The tenant /s received a copy of this report on (date):

ADDRESS OF PREMISES:

TENANT:
 COMMENCEMENT DATE:

CONDITION REPORT RESIDENTIAL TENANCY AGREEMENT

ADDRESS OF PREMISES:

TENANT:
 COMMENCEMENT DATE:

CONDITION OF PREMISES AT START OF TENANCY					CONDITION OF PREMISES AT END OF TENANCY							
NOTE: SEE FRONT OF THIS FORM FOR INSTRUCTIONS FOR COMPLETION	CLEAN	UNDAMAGED	WORKING	Landlord / agent comments	TENANT AGREES	Tenant comments	CLEAN	UNDAMAGED	WORKING	Landlord / agent comments	TENANT AGREES	Tenant comments
Entrance / Hall												
Front door												
Screen door												
Security door												
Walls												
Picture hooks												
Doorway frames												
Windows / screens / window safety devices												

SAMPLE ONLY

CONDITION REPORT RESIDENTIAL TENANCY AGREEMENT

ADDRESS OF PREMISES:

TENANT:
 COMMENCEMENT DATE:

CONDITION OF PREMISES AT START OF TENANCY					CONDITION OF PREMISES AT END OF TENANCY							
NOTE: SEE FRONT OF THIS FORM FOR INSTRUCTIONS FOR COMPLETION	CLEAN	UNDAMAGED	WORKING	Landlord / agent comments	TENANT AGREES	Tenant comments	CLEAN	UNDAMAGED	WORKING	Landlord / agent comments	TENANT AGREES	Tenant comments
Ceiling												
Ceiling fans / lights / light fittings												
Blinds / curtains												
Power points												
Door bell												
Skirting boards												
Floor coverings												

SAMPLE ONLY

CONDITION REPORT RESIDENTIAL TENANCY AGREEMENT

ADDRESS OF PREMISES:

TENANT:
 COMMENCEMENT DATE:

CONDITION OF PREMISES AT START OF TENANCY					CONDITION OF PREMISES AT END OF TENANCY							
NOTE: SEE FRONT OF THIS FORM FOR INSTRUCTIONS FOR COMPLETION	CLEAN	UNDAMAGED	WORKING	Landlord / agent comments	TENANT AGREES	Tenant comments	CLEAN	UNDAMAGED	WORKING	Landlord / agent comments	TENANT AGREES	Tenant comments
Other												
Lounge Room												
Walls												
Picture hooks												
Doors												
Doorway frames												
Windows / screens / window safety devices												
Ceiling												

SAMPLE ONLY

CONDITION REPORT RESIDENTIAL TENANCY AGREEMENT

ADDRESS OF PREMISES:

TENANT:
 COMMENCEMENT DATE:

CONDITION OF PREMISES AT START OF TENANCY					CONDITION OF PREMISES AT END OF TENANCY							
NOTE: SEE FRONT OF THIS FORM FOR INSTRUCTIONS FOR COMPLETION	CLEAN	UNDAMAGED	WORKING	Landlord / agent comments	TENANT AGREES	Tenant comments	CLEAN	UNDAMAGED	WORKING	Landlord / agent comments	TENANT AGREES	Tenant comments
Ceiling fans / lights / light fittings												
Blinds												
Curtains												
Power points												
Skirting boards												
Floor coverings												
Other												
Kitchen												

SAMPLE ONLY

CONDITION REPORT RESIDENTIAL TENANCY AGREEMENT

ADDRESS OF PREMISES:

TENANT:
 COMMENCEMENT DATE:

CONDITION OF PREMISES AT START OF TENANCY					CONDITION OF PREMISES AT END OF TENANCY							
NOTE: SEE FRONT OF THIS FORM FOR INSTRUCTIONS FOR COMPLETION	CLEAN	UNDAMAGED	WORKING	Landlord / agent comments	TENANT AGREES	Tenant comments	CLEAN	UNDAMAGED	WORKING	Landlord / agent comments	TENANT AGREES	Tenant comments
Walls												
Picture hooks												
Doors												
Doorway frames												
Windows / screens / window safety devices												
Ceiling												
Ceiling fans / lights / light fittings												

SAMPLE ONLY

CONDITION REPORT RESIDENTIAL TENANCY AGREEMENT

ADDRESS OF PREMISES:

TENANT:
 COMMENCEMENT DATE:

CONDITION OF PREMISES AT START OF TENANCY					CONDITION OF PREMISES AT END OF TENANCY							
NOTE: SEE FRONT OF THIS FORM FOR INSTRUCTIONS FOR COMPLETION	CLEAN	UNDAMAGED	WORKING	Landlord / agent comments	TENANT AGREES	Tenant comments	CLEAN	UNDAMAGED	WORKING	Landlord / agent comments	TENANT AGREES	Tenant comments
Blinds												
Curtains												
Power points												
Skirting boards												
Floor coverings												
Cupboards												
Drawers												

SAMPLE ONLY

CONDITION REPORT RESIDENTIAL TENANCY AGREEMENT

ADDRESS OF PREMISES:

TENANT:
 COMMENCEMENT DATE:

CONDITION OF PREMISES AT START OF TENANCY					CONDITION OF PREMISES AT END OF TENANCY							
NOTE: SEE FRONT OF THIS FORM FOR INSTRUCTIONS FOR COMPLETION	CLEAN	UNDAMAGED	WORKING	Landlord / agent comments	TENANT AGREES	Tenant comments	CLEAN	UNDAMAGED	WORKING	Landlord / agent comments	TENANT AGREES	Tenant comments
Bench tops												
Tiling												
Sink												
Taps												
Disposal unit												
Stove top												
Hot plates												

SAMPLE ONLY

CONDITION REPORT RESIDENTIAL TENANCY AGREEMENT

ADDRESS OF PREMISES:

TENANT:
 COMMENCEMENT DATE:

CONDITION OF PREMISES AT START OF TENANCY					CONDITION OF PREMISES AT END OF TENANCY							
NOTE: SEE FRONT OF THIS FORM FOR INSTRUCTIONS FOR COMPLETION	CLEAN	UNDAMAGED	WORKING	Landlord / agent comments	TENANT AGREES	Tenant comments	CLEAN	UNDAMAGED	WORKING	Landlord / agent comments	TENANT AGREES	Tenant comments
Oven												
Griller												
Exhaust fan												
Range hood												
Dishwasher												
Other												
Dining room												
Walls												

SAMPLE ONLY

CONDITION REPORT RESIDENTIAL TENANCY AGREEMENT

ADDRESS OF PREMISES:

TENANT:
 COMMENCEMENT DATE:

CONDITION OF PREMISES AT START OF TENANCY					CONDITION OF PREMISES AT END OF TENANCY							
NOTE: SEE FRONT OF THIS FORM FOR INSTRUCTIONS FOR COMPLETION	CLEAN	UNDAMAGED	WORKING	Landlord / agent comments	TENANT AGREES	Tenant comments	CLEAN	UNDAMAGED	WORKING	Landlord / agent comments	TENANT AGREES	Tenant comments
Picture hooks												
Doors												
Doorway frames												
Windows / screens / window safety devices												
Ceiling												
Ceiling fans / lights / light fittings												
Blinds												

SAMPLE ONLY

CONDITION REPORT RESIDENTIAL TENANCY AGREEMENT

ADDRESS OF PREMISES:

TENANT:
 COMMENCEMENT DATE:

CONDITION OF PREMISES AT START OF TENANCY					CONDITION OF PREMISES AT END OF TENANCY							
NOTE: SEE FRONT OF THIS FORM FOR INSTRUCTIONS FOR COMPLETION	CLEAN	UNDAMAGED	WORKING	Landlord / agent comments	TENANT AGREES	Tenant comments	CLEAN	UNDAMAGED	WORKING	Landlord / agent comments	TENANT AGREES	Tenant comments
Curtains												
Power points												
Skirting boards												
Floor coverings												
Other												
Laundry Walls												
Tiles												

SAMPLE ONLY

CONDITION REPORT RESIDENTIAL TENANCY AGREEMENT

ADDRESS OF PREMISES:

TENANT:
 COMMENCEMENT DATE:

CONDITION OF PREMISES AT START OF TENANCY					CONDITION OF PREMISES AT END OF TENANCY								
NOTE: SEE FRONT OF THIS FORM FOR INSTRUCTIONS FOR COMPLETION	CLEAN	UNDAMAGED	WORKING	Landlord / agent comments	TENANT AGREES	Tenant comments	CLEAN	UNDAMAGED	WORKING	Landlord / agent comments	TENANT AGREES	Tenant comments	
Floor tiles													
Floor coverings													
Doors													
Doorway frames													
Windows / screens / window safety devices													
Ceiling													
Ceiling fans / lights / light fittings													

SAMPLE ONLY

CONDITION REPORT RESIDENTIAL TENANCY AGREEMENT

ADDRESS OF PREMISES:

TENANT:
 COMMENCEMENT DATE:

CONDITION OF PREMISES AT START OF TENANCY					CONDITION OF PREMISES AT END OF TENANCY							
NOTE: SEE FRONT OF THIS FORM FOR INSTRUCTIONS FOR COMPLETION	CLEAN	UNDAMAGED	WORKING	Landlord / agent comments	TENANT AGREES	Tenant comments	CLEAN	UNDAMAGED	WORKING	Landlord / agent comments	TENANT AGREES	Tenant comments
Blinds												
Curtains												
Power points												
Washing machine												
Taps												
Exhaust fan / vent												
Washing tub												

SAMPLE ONLY

CONDITION REPORT RESIDENTIAL TENANCY AGREEMENT

ADDRESS OF PREMISES:

TENANT:
 COMMENCEMENT DATE:

CONDITION OF PREMISES AT START OF TENANCY					CONDITION OF PREMISES AT END OF TENANCY							
NOTE: SEE FRONT OF THIS FORM FOR INSTRUCTIONS FOR COMPLETION	CLEAN	UNDAMAGED	WORKING	Landlord / agent comments	TENANT AGREES	Tenant comments	CLEAN	UNDAMAGED	WORKING	Landlord / agent comments	TENANT AGREES	Tenant comments
Dryer												
Other												
Bedroom 1												
Walls												
Picture hooks												
Built-in wardrobe												
Shelves												
Doors												

SAMPLE ONLY

CONDITION REPORT RESIDENTIAL TENANCY AGREEMENT

ADDRESS OF PREMISES:

TENANT:
 COMMENCEMENT DATE:

CONDITION OF PREMISES AT START OF TENANCY					CONDITION OF PREMISES AT END OF TENANCY							
NOTE: SEE FRONT OF THIS FORM FOR INSTRUCTIONS FOR COMPLETION	CLEAN	UNDAMAGED	WORKING	Landlord / agent comments	TENANT AGREES	Tenant comments	CLEAN	UNDAMAGED	WORKING	Landlord / agent comments	TENANT AGREES	Tenant comments
Doorway frames												
Windows / screens / window safety devices												
Ceiling												
Ceiling fans / lights / light fittings												
Blinds												
Curtains												
Power points												

SAMPLE ONLY

CONDITION REPORT RESIDENTIAL TENANCY AGREEMENT

ADDRESS OF PREMISES:

TENANT:
 COMMENCEMENT DATE:

CONDITION OF PREMISES AT START OF TENANCY					CONDITION OF PREMISES AT END OF TENANCY							
NOTE: SEE FRONT OF THIS FORM FOR INSTRUCTIONS FOR COMPLETION	CLEAN	UNDAMAGED	WORKING	Landlord / agent comments	TENANT AGREES	Tenant comments	CLEAN	UNDAMAGED	WORKING	Landlord / agent comments	TENANT AGREES	Tenant comments
Skirting boards												
Floor coverings												
Other												
Ensuite Walls												
Tiles												
Floor tiles												
Floor coverings												

SAMPLE ONLY

CONDITION REPORT RESIDENTIAL TENANCY AGREEMENT

ADDRESS OF PREMISES:

TENANT:
 COMMENCEMENT DATE:

CONDITION OF PREMISES AT START OF TENANCY					CONDITION OF PREMISES AT END OF TENANCY							
NOTE: SEE FRONT OF THIS FORM FOR INSTRUCTIONS FOR COMPLETION	CLEAN	UNDAMAGED	WORKING	Landlord / agent comments	TENANT AGREES	Tenant comments	CLEAN	UNDAMAGED	WORKING	Landlord / agent comments	TENANT AGREES	Tenant comments
Doors												
Doorway frames												
Windows / screens / window safety devices												
Ceiling												
Ceiling fans / lights / light fittings												
Blinds												
Curtains												

SAMPLE ONLY

CONDITION REPORT RESIDENTIAL TENANCY AGREEMENT

ADDRESS OF PREMISES:

TENANT:
 COMMENCEMENT DATE:

CONDITION OF PREMISES AT START OF TENANCY					CONDITION OF PREMISES AT END OF TENANCY							
NOTE: SEE FRONT OF THIS FORM FOR INSTRUCTIONS FOR COMPLETION	CLEAN	UNDAMAGED	WORKING	Landlord / agent comments	TENANT AGREES	Tenant comments	CLEAN	UNDAMAGED	WORKING	Landlord / agent comments	TENANT AGREES	Tenant comments
Power points												
Bath												
Taps												
Shower												
Shower screen												
Shower taps												
Wash basin												

SAMPLE ONLY

CONDITION REPORT RESIDENTIAL TENANCY AGREEMENT

ADDRESS OF PREMISES:

TENANT:
 COMMENCEMENT DATE:

CONDITION OF PREMISES AT START OF TENANCY					CONDITION OF PREMISES AT END OF TENANCY							
NOTE: SEE FRONT OF THIS FORM FOR INSTRUCTIONS FOR COMPLETION	CLEAN	UNDAMAGED	WORKING	Landlord / agent comments	TENANT AGREES	Tenant comments	CLEAN	UNDAMAGED	WORKING	Landlord / agent comments	TENANT AGREES	Tenant comments
Wash basin taps												
Mirror												
Cabinet												
Vanity												
Towel rails												
Toilet												
Cistern												

SAMPLE ONLY

CONDITION REPORT RESIDENTIAL TENANCY AGREEMENT

ADDRESS OF PREMISES:

TENANT:
 COMMENCEMENT DATE:

CONDITION OF PREMISES AT START OF TENANCY					CONDITION OF PREMISES AT END OF TENANCY							
NOTE: SEE FRONT OF THIS FORM FOR INSTRUCTIONS FOR COMPLETION	CLEAN	UNDAMAGED	WORKING	Landlord / agent comments	TENANT AGREES	Tenant comments	CLEAN	UNDAMAGED	WORKING	Landlord / agent comments	TENANT AGREES	Tenant comments
Toilet seat												
Toilet roll holder												
Heating												
Exhaust fan / vent												
Other												
Bedroom 2 Walls												
Picture hooks												

SAMPLE ONLY

CONDITION REPORT RESIDENTIAL TENANCY AGREEMENT

ADDRESS OF PREMISES:

TENANT:
 COMMENCEMENT DATE:

CONDITION OF PREMISES AT START OF TENANCY					CONDITION OF PREMISES AT END OF TENANCY							
NOTE: SEE FRONT OF THIS FORM FOR INSTRUCTIONS FOR COMPLETION	CLEAN	UNDAMAGED	WORKING	Landlord / agent comments	TENANT AGREES	Tenant comments	CLEAN	UNDAMAGED	WORKING	Landlord / agent comments	TENANT AGREES	Tenant comments
Built-in wardrobe												
Shelves												
Doors												
Doorway frames												
Windows / screens / window safety devices												
Ceiling												
Ceiling fans / lights / light fittings												

SAMPLE ONLY

CONDITION REPORT RESIDENTIAL TENANCY AGREEMENT

ADDRESS OF PREMISES:

TENANT:
 COMMENCEMENT DATE:

CONDITION OF PREMISES AT START OF TENANCY					CONDITION OF PREMISES AT END OF TENANCY							
NOTE: SEE FRONT OF THIS FORM FOR INSTRUCTIONS FOR COMPLETION	CLEAN	UNDAMAGED	WORKING	Landlord / agent comments	TENANT AGREES	Tenant comments	CLEAN	UNDAMAGED	WORKING	Landlord / agent comments	TENANT AGREES	Tenant comments
Blinds												
Curtains												
Power points												
Skirting boards												
Floor coverings												
Other												
Bedroom 3												
Walls												

SAMPLE ONLY

CONDITION REPORT RESIDENTIAL TENANCY AGREEMENT

ADDRESS OF PREMISES:

TENANT:
 COMMENCEMENT DATE:

CONDITION OF PREMISES AT START OF TENANCY					CONDITION OF PREMISES AT END OF TENANCY							
NOTE: SEE FRONT OF THIS FORM FOR INSTRUCTIONS FOR COMPLETION	CLEAN	UNDAMAGED	WORKING	Landlord / agent comments	TENANT AGREES	Tenant comments	CLEAN	UNDAMAGED	WORKING	Landlord / agent comments	TENANT AGREES	Tenant comments
Picture hooks												
Built-in wardrobe												
Shelves												
Doors												
Doorway frames												
Windows / screens / window safety devices												
Ceiling												

SAMPLE ONLY

CONDITION REPORT RESIDENTIAL TENANCY AGREEMENT

ADDRESS OF PREMISES:

TENANT:
 COMMENCEMENT DATE:

CONDITION OF PREMISES AT START OF TENANCY					CONDITION OF PREMISES AT END OF TENANCY							
NOTE: SEE FRONT OF THIS FORM FOR INSTRUCTIONS FOR COMPLETION	CLEAN	UNDAMAGED	WORKING	Landlord / agent comments	TENANT AGREES	Tenant comments	CLEAN	UNDAMAGED	WORKING	Landlord / agent comments	TENANT AGREES	Tenant comments
Ceiling fans / lights / light fittings												
Blinds												
Curtains												
Power points												
Skirting boards												
Floor coverings												
Other												
Bathroom												

SAMPLE ONLY

CONDITION REPORT RESIDENTIAL TENANCY AGREEMENT

ADDRESS OF PREMISES:

TENANT:
 COMMENCEMENT DATE:

CONDITION OF PREMISES AT START OF TENANCY					CONDITION OF PREMISES AT END OF TENANCY							
NOTE: SEE FRONT OF THIS FORM FOR INSTRUCTIONS FOR COMPLETION	CLEAN	UNDAMAGED	WORKING	Landlord / agent comments	TENANT AGREES	Tenant comments	CLEAN	UNDAMAGED	WORKING	Landlord / agent comments	TENANT AGREES	Tenant comments
Walls												
Tiles												
Floor tiles												
Floor coverings												
Doors												
Doorway frames												
Windows / screens / window safety devices												

SAMPLE ONLY

CONDITION REPORT RESIDENTIAL TENANCY AGREEMENT

ADDRESS OF PREMISES:

TENANT:
 COMMENCEMENT DATE:

CONDITION OF PREMISES AT START OF TENANCY					CONDITION OF PREMISES AT END OF TENANCY							
NOTE: SEE FRONT OF THIS FORM FOR INSTRUCTIONS FOR COMPLETION	CLEAN	UNDAMAGED	WORKING	Landlord / agent comments	TENANT AGREES	Tenant comments	CLEAN	UNDAMAGED	WORKING	Landlord / agent comments	TENANT AGREES	Tenant comments
Ceiling												
Ceiling fans / lights / light fittings												
Blinds												
Curtains												
Power points												
Bath												
Bath taps												

SAMPLE ONLY

CONDITION REPORT RESIDENTIAL TENANCY AGREEMENT

ADDRESS OF PREMISES:

TENANT:
 COMMENCEMENT DATE:

CONDITION OF PREMISES AT START OF TENANCY					CONDITION OF PREMISES AT END OF TENANCY						
NOTE: SEE FRONT OF THIS FORM FOR INSTRUCTIONS FOR COMPLETION	CLEAN	UNDAMAGED	WORKING	Landlord / agent comments	TENANT AGREES	CLEAN	UNDAMAGED	WORKING	Landlord / agent comments	TENANT AGREES	Tenant comments
Shower											
Shower screen											
Shower taps											
Wash basin											
Wash basin taps											
Mirror											
Cabinet											

SAMPLE ONLY

CONDITION REPORT RESIDENTIAL TENANCY AGREEMENT

ADDRESS OF PREMISES:

TENANT:
 COMMENCEMENT DATE:

CONDITION OF PREMISES AT START OF TENANCY					CONDITION OF PREMISES AT END OF TENANCY							
NOTE: SEE FRONT OF THIS FORM FOR INSTRUCTIONS FOR COMPLETION	CLEAN	UNDAMAGED	WORKING	Landlord / agent comments	TENANT AGREES	Tenant comments	CLEAN	UNDAMAGED	WORKING	Landlord / agent comments	TENANT AGREES	Tenant comments
Vanity												
Towel rails												
Toilet												
Cistern												
Toilet seat												
Toilet roll holder												
Heating												

SAMPLE ONLY

CONDITION REPORT RESIDENTIAL TENANCY AGREEMENT

ADDRESS OF PREMISES:

TENANT:
 COMMENCEMENT DATE:

CONDITION OF PREMISES AT START OF TENANCY					CONDITION OF PREMISES AT END OF TENANCY							
NOTE: SEE FRONT OF THIS FORM FOR INSTRUCTIONS FOR COMPLETION	CLEAN	UNDAMAGED	WORKING	Landlord / agent comments	TENANT AGREES	Tenant comments	CLEAN	UNDAMAGED	WORKING	Landlord / agent comments	TENANT AGREES	Tenant comments
Exhaust fan / vent												
Other												
Security / Safety												
External door locks												
Window locks												
Keys												
Other security devices												
Security / alarm system												

SAMPLE ONLY

CONDITION REPORT RESIDENTIAL TENANCY AGREEMENT

ADDRESS OF PREMISES:

TENANT:
 COMMENCEMENT DATE:

CONDITION OF PREMISES AT START OF TENANCY					CONDITION OF PREMISES AT END OF TENANCY							
NOTE: SEE FRONT OF THIS FORM FOR INSTRUCTIONS FOR COMPLETION	CLEAN	UNDAMAGED	WORKING	Landlord / agent comments	TENANT AGREES	Tenant comments	CLEAN	UNDAMAGED	WORKING	Landlord / agent comments	TENANT AGREES	Tenant comments
Smoke alarms												
Electrical safety switch												
Other												
General Heating												
Air conditioning												
Staircase												
Handrails												

SAMPLE ONLY

CONDITION REPORT RESIDENTIAL TENANCY AGREEMENT

ADDRESS OF PREMISES:

TENANT:
 COMMENCEMENT DATE:

NOTE: SEE FRONT OF THIS FORM FOR INSTRUCTIONS FOR COMPLETION	CONDITION OF PREMISES AT START OF TENANCY				CONDITION OF PREMISES AT END OF TENANCY			
	CLEAN	UNDAMAGED	WORKING	Tenant comments	CLEAN	UNDAMAGED	WORKING	Tenant comments
External television antenna								
TV points								
Balcony								
Porch								
Deck								
Swimming pool								
Swimming pool fence								

SAMPLE ONLY

CONDITION REPORT RESIDENTIAL TENANCY AGREEMENT

ADDRESS OF PREMISES:

TENANT:
 COMMENCEMENT DATE:

CONDITION OF PREMISES AT START OF TENANCY					CONDITION OF PREMISES AT END OF TENANCY							
NOTE: SEE FRONT OF THIS FORM FOR INSTRUCTIONS FOR COMPLETION	CLEAN	UNDAMAGED	WORKING	Landlord / agent comments	TENANT AGREES	Tenant comments	CLEAN	UNDAMAGED	WORKING	Landlord / agent comments	TENANT AGREES	Tenant comments
Swimming pool gate												
Gates												
Fences												
Grounds												
Garden												
Garden hose												
Garden hose fittings												

SAMPLE ONLY

CONDITION REPORT RESIDENTIAL TENANCY AGREEMENT

ADDRESS OF PREMISES:

TENANT:
 COMMENCEMENT DATE:

CONDITION OF PREMISES AT START OF TENANCY					CONDITION OF PREMISES AT END OF TENANCY							
NOTE: SEE FRONT OF THIS FORM FOR INSTRUCTIONS FOR COMPLETION	CLEAN	UNDAMAGED	WORKING	Landlord / agent comments	TENANT AGREES	Tenant comments	CLEAN	UNDAMAGED	WORKING	Landlord / agent comments	TENANT AGREES	Tenant comments
Watering system												
Lawns												
Lawn edges												
Letter box												
Street number												
Water tanks												
Septic tanks												

SAMPLE ONLY

CONDITION REPORT RESIDENTIAL TENANCY AGREEMENT

ADDRESS OF PREMISES:

TENANT:
 COMMENCEMENT DATE:

CONDITION OF PREMISES AT START OF TENANCY					CONDITION OF PREMISES AT END OF TENANCY							
NOTE: SEE FRONT OF THIS FORM FOR INSTRUCTIONS FOR COMPLETION	CLEAN	UNDAMAGED	WORKING	Landlord / agent comments	TENANT AGREES	Tenant comments	CLEAN	UNDAMAGED	WORKING	Landlord / agent comments	TENANT AGREES	Tenant comments
Garbage bins												
Paving												
Driveways												
Clothesline												
Storeroom												
Garden shed												
Hot water system												

SAMPLE ONLY

CONDITION REPORT RESIDENTIAL TENANCY AGREEMENT

ADDRESS OF PREMISES:

TENANT:
 COMMENCEMENT DATE:

CONDITION OF PREMISES AT START OF TENANCY					CONDITION OF PREMISES AT END OF TENANCY							
NOTE: SEE FRONT OF THIS FORM FOR INSTRUCTIONS FOR COMPLETION	CLEAN	UNDAMAGED	WORKING	Landlord / agent comments	TENANT AGREES	Tenant comments	CLEAN	UNDAMAGED	WORKING	Landlord / agent comments	TENANT AGREES	Tenant comments
Gutters												
Downpipe												
Other												
Garage / Carport Walls												
Ceiling												
Floor												
Door												

SAMPLE ONLY

CONDITION REPORT RESIDENTIAL TENANCY AGREEMENT

ADDRESS OF PREMISES:

TENANT:
 COMMENCEMENT DATE:

CONDITION OF PREMISES AT START OF TENANCY					CONDITION OF PREMISES AT END OF TENANCY							
NOTE: SEE FRONT OF THIS FORM FOR INSTRUCTIONS FOR COMPLETION	CLEAN	UNDAMAGED	WORKING	Landlord / agent comments	TENANT AGREES	Tenant comments	CLEAN	UNDAMAGED	WORKING	Landlord / agent comments	TENANT AGREES	Tenant comments
Main roller door												

SAMPLE ONLY

CONDITION REPORT RESIDENTIAL TENANCY AGREEMENT

ADDRESS OF PREMISES:

TENANT:
 COMMENCEMENT DATE:

MINIMUM STANDARDS

The landlord must indicate whether the following apply to the residential premises:

Are the premises structurally sound? Yes No

Note. Premises are structurally sound only if the:

- (a) floors, ceilings, walls, supporting structures (including foundations), doors, windows, roof, stairs, balconies, balustrades and railings are:
 - (i) in a reasonable state of repair, and
 - (ii) are not liable to collapse because they are rotted or otherwise defective, and
- (b) floors, ceiling, walls and supporting structures are not subject to significant dampness, and
- (c) roof, ceilings and windows do not allow water penetration into the premises.

Does the premises have adequate:

- (a) natural or artificial lighting in each room (excluding storage rooms or garages)? Yes No
- (b) ventilation? Yes No
- (c) electricity outlet sockets or gas outlet sockets for the supply of lighting and heating to the premises, and for the use of appliances in the premises? Yes No
- (d) plumbing and drainage? Yes No

UTILITIES

Are the premises:

- (a) supplied with electricity? Yes No
- (b) supplied with gas? Yes No
- (c) connected to a water supply service or infrastructure that supplies water (including, but not limited to, a water bore or water tank) that is able to supply to the premises hot and cold water for drinking and ablution and cleaning activities? Yes No

Does the premises contain bathroom facilities, including toilet and washing facilities that allow privacy for the user? Yes No

Does the tenant agree with all of the above? Yes No

If no, specify which items:

HEALTH ISSUES

The landlord must indicate whether the following apply to the residential premises:

- (a) are there any signs of mould and dampness? Yes No
- (b) are there any pests and vermin? Yes No
- (c) has any rubbish been left on the premises? Yes No
- (d) are the premises listed on the Loose-Fill Asbestos Insulation Register? Yes No

SMOKE ALARMS

The landlord must indicate the following:

Have smoke alarms been installed in the residential premises in accordance with the *Environmental Planning and Assessment Act 1979* (including any regulations made under that Act)? Yes No

Have all the smoke alarms installed on the residential premises been checked and found to be in working order? Yes No

Date last checked:

Have the removable batteries in all the smoke alarms been replaced within the last 12 months, except for removable lithium batteries? Yes N/A

Date batteries were last changed:

Have the batteries in all the smoke alarms that have a removable lithium battery been replaced in the period specified by the manufacturer of the smoke alarm? Yes N/A

Date batteries were last changed:

Note. Section 64A of the *Residential Tenancies Act 2010* provides that repairs to a smoke alarm includes maintenance of a smoke alarm in working order by installing or replacing a battery in the smoke alarm.

OTHER SAFETY ISSUES

The landlord must indicate whether the following apply to the residential premises:

- Are there any visible signs of damaged appliances (if appliances are included as part of the tenancy)? Yes No
- Are there any visible hazards relating to electricity (e.g. a loose or damaged electricity outlet socket, loose wiring or sparking power points)? Yes No
- Are there any visible hazards relating to gas (e.g. a loose or damaged gas outlet socket or an open-ended gas pipe or valve)? Yes No

Does the tenant agree with all of the above? Yes No

If no, specify which items:

COMMUNICATION FACILITIES

The landlord must indicate whether the following communications facilities are available:

- (a) a telephone line is connected to the residential premises Yes No
- (b) an internet line is connected to the residential premises Yes No

WATER USAGE CHARGING AND EFFICIENCY DEVICES

[only applicable if tenant pays water usage charges for the residential premises]

Are the residential premises separately metered? Yes No

The landlord must indicate the following:

- (a) all showerheads have a maximum flow rate of 9 litres per minute Yes No
- (b) on and from 23 March 2025, all toilets are dual flush toilets with a minimum 3 star rating in accordance with the WELS scheme Yes N/A
- (c) all internal cold water taps and single mixer taps in kitchen sinks or bathroom hand basins have a maximum flow rate of 9 litres per minute Yes No
- (d) the premises have been checked and any leaking taps or toilets on the residential premises have been fixed Yes No

Date the premises were last checked to see if it is compliant with the water efficiency measures:

Water meter reading at START of tenancy: Lph

Date of reading:

Water meter reading at END of tenancy: Lph

Date of reading:

FURNITURE: (See attached list)

CONDITION REPORT RESIDENTIAL TENANCY AGREEMENT

ADDITIONAL COMMENTS ON MINIMUM STANDARDS, HEALTH ISSUES, SMOKE ALARMS, OTHER SAFETY ISSUES, COMMUNICATION FACILITIES, WATER USAGE CHARGING AND EFFICIENCY DEVICES

[may be added by landlord or tenant, or both]

APPROXIMATE DATES WHEN WORK LAST DONE ON RESIDENTIAL PREMISES

Installation, repair or maintenance of smoke alarms:

Painting of premises (external):

Painting of premises (internal):

Flooring laid/replaced/cleaned:

LANDLORD'S PROMISE TO UNDERTAKE WORK *[delete if not required]*

The landlord agrees to undertake the following cleaning, repairs, additions or other work during the tenancy:

The landlord agrees to complete that work by:

Landlord/agent's Signature:

Note. Further items and comments may be added on additional pages signed by the landlord/agent and the tenant and attached to this report.

Are additional pages attached to this report?

Yes

No

PHOTOGRAPHS / VIDEO RECORDINGS OF THE PREMISES *[Please attach]*

Condition report at START of tenancy

Landlord / Agent's Signature

Date

Tenant's Signature

Date

Condition report at END of tenancy

Landlord / Agent's Signature

Date

Tenant's Signature

Date

Annexure B

The following pages include REINSW's Submission in response to the Public Consultation Draft
Residential Tenancies Regulation 2019 (NSW) dated 8 August 2019



The Real Estate Institute of New South Wales Limited

Submission

Response to the Public Consultation Draft *Residential Tenancies Regulation 2019* [NSW]

8 August 2019

TO: NSW Fair Trading
Residential Tenancies Regulation 2019
Better Regulation Division, Regulatory Policy

BY EMAIL: rtreg@finance.nsw.gov.au

1. Introduction

This Submission has been prepared by The Real Estate Institute of New South Wales Limited (**REINSW**) and is in response to the public consultation draft *Residential Tenancies Regulation 2019* (NSW) (**Draft Regulation**) under the *Residential Tenancies Act 2010* (NSW) (**RT Act**).

REINSW is the largest professional association of real estate agents and other property professionals in New South Wales with over 8,000 individual members. REINSW seeks to promote the interests of its members and the property sector on property-related issues. In doing so, REINSW plays a substantial role in the formation of regulatory policy in New South Wales.

This Submission has been prepared with the assistance of the members of the REINSW Property Management Chapter Committee. These members are licensed real estate professionals with experience and expertise in the residential property management area of real estate practice, which includes the leasing and management of residential properties. Accordingly, the REINSW Property Management Chapter Committee feels it necessary to provide the Government with feedback on the proposed Draft Regulation.

This Submission is to be read in conjunction with the Draft Regulation, the RT Act, the *Residential Tenancies Regulation 2010* (NSW) (**Existing Regulation**), the *Residential Tenancies Amendment (Review) Act 2018* (NSW) (**Amendment Act**) and the Residential Tenancies Regulation 2019 - Regulatory Impact Statement issued by the Government in July 2019 (**RIS**).

Whilst REINSW respectfully acknowledges that the RT Act and Amendment Act cannot be changed at this juncture, this Submission focuses on how the Draft Regulation can be amended to support and provide guidance on interpreting, implementing and complying with the principal statute. With that intention and purpose of subordinate legislation in mind, REINSW would like the Draft Regulation to provide more guidance and support in clarifying and accurately defining issues in the RT Act and Amendment Act.

Please note that REINSW has responded to proposed clauses in the Draft Regulation and questions proposed in the RIS only where it feels there is a need for consideration, amendment and/or further discussion.

2. General Comments

REINSW agrees, in principle, that the Draft Regulation will strengthen consumer protection and place a higher accountability to certain parties involved in the tenancy process. However, REINSW acknowledges that there appears to be several inconsistencies within the proposed clauses throughout the Draft Regulation that hold a disconnect with current industry practice, as presented throughout this Submission. REINSW submits that the Government should address these inconsistencies so that what is ultimately legislated reflects what is achievable and practical in the relevant industry.

Further, in response to questions 1, 2 and 39 of the RIS in relation to the appropriateness of the proposed commencement date of 2 December 2019 for the Draft Regulation and Amendment Act, REINSW believes that this date is not appropriate because it is too soon after the close of the public consultation period and tabling of the Draft Regulation in both Houses of Parliament. Real estate agencies and industry bodies need more time to train and update their staff on the new practices and processes involved with these massive reforms, they need to edit and prepare template agency forms and agreements and they are likely to experience a shortfall of staff at the end of the year due to the imminent Christmas and New Year period.

For instance, the minimum standards reforms require extensive training and guidance in order to allow landlords, tenants and industry professionals to be properly educated on the amendments. Industry professionals will need sufficient time to change their practices and processes so that they can deliver compliant services to their clients. REINSW urges the Government to ensure that enough lead-time is given to consumers and the industry, in order to prepare for the new regime.

With the above in mind, REINSW proposes that mid-2020 is a more appropriate date for the commencement of the Draft Regulation and Amendment Act, particularly since this timing would be consistent with the introduction of the new minimum standards for rental properties.

3. Response to the Draft Regulation

(a) Draft Regulation: Clause 3 (Definitions)

RIS Question 3: Are there other terms in the proposed Regulation that should be defined so that their meaning is clear?

REINSW would like the definitions in clause 3 to specifically define “social housing tenant”, “social housing provider”, “social housing tenancy agreement” and “social housing premises”, even if those definitions replicate or make reference to the definitions in section 3 of the Act (noting that all but “social housing tenant” are defined in the Act). Clear definitions would improve reader useability so that consumers understand the concepts used in the Draft Regulation without confusion or having to refer to the Act.

(b) Draft Regulation Clause 4 (Standard form of agreement) and Schedule 1

RIS Question 4: Does the new standard tenancy form of tenancy agreement clearly define the rights and obligations of both landlords and tenants?

REINSW recommends that the format of the landlord's name and contact details section of the proposed standard form of residential tenancy agreement (**Standard Agreement**) be reverted back to mirror the prescribed agreement in Schedule 1 of the Existing Regulation. The existing prescribed agreement reads as follows:

Landlord

[Insert name of landlord (s) and contact details]

Tenant

[Insert name of tenant (s) and contact details]

Landlord's agent details

[Insert name of landlord's agent (if any) and contact details]

Tenant's agent details

[Insert name of tenant's agent (if any) and contact details]

To avoid potential confusion for tenant's communication, a helpful addition would be to add the words "if applicable" after the words "contact details" for the landlord only.

REINSW has always been, and continues to be, opposed to the inclusion of the landlord's contact details in the Standard Agreement where an agent manages the landlord's property. One of the reasons property managers are engaged by landlords is so that they deal directly with tenants because they are specialists in tenancy matters, hence, they are most appropriate to liaise with tenants on tenancy issues, rather than landlords. Having the landlord's details included in the Standard Agreement goes against this intention and causes confusion amongst tenants over whether to use the landlord's contact details or those of the agent.

Further, landlords should have the right to withhold their personal information from tenants and, instead, appoint a professional agent to manage their property. This provides a fair and equitable outcome, comfort in knowing that their rights and privacy are protected throughout the tenancy and safeguards them by relying on professional services provided by experienced property managers. Landlords should have the right to privacy and not have their rights diminished in any way. This is particularly important where landlords are victims of domestic violence. REINSW questions whether the Government intends to implement a framework to effectively deal with landlords that are also domestic violence victims and must, therefore, reasonably withhold their personal

information, especially where an agent has been appointed. REINSW is of the view that landlords should not be required to include their personal information in the Standard Agreement where they have appointed a property manager, particularly to protect landlords facing an increased diminished right to privacy.

Whilst REINSW acknowledges that the inclusion of the landlords details where an agent is appointed can also ensure that tenants have an alternative contact, REINSW is concerned that this opens up the avenue for tenants to by-pass agents altogether or if they don't get the response they want from the agent then they could have a second attempt by approaching the landlord directly. This voids a key purpose of landlords appointing agents, particularly where landlords want agents to manage communications with tenants without their involvement. A similar circumstance arises in common scenarios where a landlord has multiple properties and does not wish for their personal details to be exposed to a large number of people, some of whom may harass by continually and unreasonably contacting them. In more severe scenarios, by giving tenants their contact details where an agent is appointed, landlords could be exposed to unruly tenants who may harass and threaten them as a result of a negative tenancy dispute which is dealt with by the property manager.

However, REINSW acknowledges the circumstance where there is a private landlord directly dealing with tenants without being represented by a property manager, and it is in these circumstances where REINSW is not opposed to the Standard Agreement including the private landlord's personal contact details.

RIS Question 5: Are there other ways that the standard form of tenancy agreement can be improved? If so, how?

REINSW's position on the standard form of tenancy agreement (that is, Schedule 1 to the Draft Regulation) is set out in section 4 of this Submission.

(c) Draft Regulation Clause 7 (Condition Reports) and Schedule 2

RIS Question 9: Do you think that the proposed condition report is easy to use?

RIS Question 10: Should any other features be included in the condition report to help accurately describe the condition of the premises?

REINSW's position on the prescribed condition report (that is, Schedule 2 to the Draft Regulation) is set out in section 5 of this Submission.

(d) Draft Regulation Clause 8 (Disclosure of material facts to tenants)

RIS Question 13: Are the proposed material facts listed under clause 8 too broad or too narrow? If yes, why?

The 2-year limit that has been proposed in clauses 8(e) and 8(f) is a timeframe that REINSW supports in principle, however, concerns arise as to when an alleged offence has been committed and when the person is actually convicted, because that may be longer than 2 years.

Further, REINSW is of the view that clause 8(b) should be narrowed to specifically define which “health and safety risks” should be disclosed. Property managers are tenancy managers and not building inspectors. As such, property managers and landlords lack the requisite qualifications, skills and experience to accurately identify health and safety risks, particularly with respect to matters such as structural safety. These risks can only be identified and, therefore, disclosed by qualified, licensed and knowledgeable building inspectors. For this reason, REINSW proposes that clearer definition be included in clause 8(b) so that property managers are aware of the specific health and safety risks that they must disclose as material facts. Of course, REINSW’s position on this remains subject to its review of the landlord’s rights and obligations information statement (**Information Statement**) which is yet to be issued by Government. The health and safety risks that constitute material facts may be included in the Information Statement, however, REINSW is not in a position to confirm whether or not that is the case.

(e) Draft Regulation Clauses 9, 10 and 11 (Charges payable by social housing tenants)

RIS Question 15: Are clauses 9, 10 and 11 still appropriate? If so, why?

(i) Draft Regulation Clause 9

REINSW is not opposed to the proposed clause 9 but questions why it is limited to rebates paid to social housing providers, particularly when section 32 of the Act applies to all types of residential tenancy agreements (not just those relating to social housing). REINSW’s position is that there is a Government incentive for all landlords to be captured by this clause because they would be encouraged to engage in renewable energy and economically friendly investments such as solar hot water panels. This can only be to the benefit of consumers and the environment. For this reason, REINSW suggests that this clause apply to all types of tenants, landlords and tenancy agreements.

REINSW draws attention to its recommendation below with respect to proposed clause 10 (refer to paragraph 3(e)(ii) of this Submission). That recommendation applies equally to proposed clause 9 in that the clause should be replicated and appear in a specific Part of the Draft Regulation that deals only with social housing tenancies.

(ii) Draft Regulation Clause 10

This clause is only applicable to social housing tenancies. To avoid confusion, and so that the provisions in the Draft Regulation are user friendly and workable in practice, REINSW recommends that all provisions relating to social housing be grouped together in one Part of the Draft Regulation. That way, consumers can easily identify and locate the provisions applicable to social housing. Part 7 of the Act follows this approach and REINSW sees no reason why the Draft Regulation should not follow suit. It would limit confusion for both social housing and private tenancy consumers.

As above-mentioned, where provisions apply to both social housing and private tenancies (for instance, clause 9), to improve friendly useability, REINSW suggests that the Draft Regulation replicate the clause so that it appears in both the social housing section of the Draft Regulation as well as in the provisions relating to private tenancies.

(iii) Draft Regulation Clause 11

The same comment applies to this proposed clause as set out above with respect to clauses 9 and 10 in that it should be relocated to a specific Part of the Draft Regulation which only deals with social housing tenancies.

(f) Draft Regulation Clauses 12 (Water efficiency measures required for usage charge payment by tenants)

RIS Question 17: Are there any other water efficiency measures that should be prescribed? If so, why?

REINSW seeks clarity on whether clause 12(c) prohibits landlords from charging water usage if there are leaking taps at the start of the tenancy even after the leaks have been repaired. This has been made clear in the preamble in clause 11 of the Existing Regulation but that preamble has been removed from proposed clause 12 in the Draft Regulation. Consequently, confusion arises as to when a landlord can charge for water usage. Accordingly, REINSW recommends that the preamble in this proposed clause should revert to the preamble in clause 11 of the Existing Regulation.

Further, clause 12(c) should have a clear statement that the landlord cannot charge the tenant for water usage until all leaks are repaired and water efficiency measures have been installed. REINSW proposes the words “and

any leaks repaired” be included immediately after “installed” to avoid such confusion. Without this addition to the proposed clause, it can be interpreted that a tenant cannot be charged for water usage during the length of their entire tenancy if there are leaking taps at the commencement of the tenancy agreement. REINSW contends that this cannot be the intention of the legislation, particularly when leaking taps can be easily repaired. Accordingly, REINSW proposes that this clause be amended in the manner described above.

(g) Draft Regulation Clauses 14, 15 and 16 (Repair and Maintenance of Smoke Alarms)

RIS Question 19: Do the requirements appropriately balance tenant safety and administrative costs to landlords and agents? If not, why?

RIS Question 21: Are any of the smoke repair requirements unclear? If so, why?

(i) General comments

In the interests of public safety, and as a general comment, REINSW strongly recommends that the smoke alarm provisions in the Draft Regulation omit any requirement for a tenant or landlord to carry out smoke alarm repairs themselves. Instead, REINSW recommends a requirement be included in the Draft Regulation that only a competent fire safety practitioner within the meaning of s167A of the *Environmental Planning and Assessment Regulation 2000 (NSW)* (**Certified Professional**), carry out the repairs on behalf of tenants and landlords. By engaging with a Certified Professional for this service, it ensures that the correct testing has been administered, batteries have been replaced if necessary, expiry dates are identified, and tenants and landlords are not at risk of failure to comply with the manufacturer care manual of their alarm system. By doing this, at risk community groups, such as seniors, people with disabilities, and culturally and linguistically diverse individuals are not compelled to repair a smoke alarm on their own with only limited knowledge and experience with those devices. REINSW’s proposal above is cost-effective for both landlords and tenants in that smoke alarm costs are minimal, and Certified Professionals may return to reassess the same previously serviced smoke alarms under the annual subscription fee or warranty and, in most circumstances, at no additional fee. REINSW sees no reason why tenants and landlords should not be obliged to engage Certified Professionals to repair smoke alarms when peoples’ lives are at risk and low administrative costs are involved.

Further, REINSW asks the Government why a residential premises is treated differently to a commercial premises whereby, with the latter, regular fire

checks must be carried out by a Certified Professional who supplies a certificate of compliance. In both cases, lives are at risk.

As stated in more detail below in paragraph 3(g)(iv), it is unclear as to why social housing tenants are exempt from the smoke alarm repair requirements in the Draft Regulation. As an industry, the focus should be on the protection of the tenant, their families and invitees, the landlord, the property and all consumers involved. Not only is it unclear why the Government is placing certain fire safety responsibilities on tenants and landlords when they are not qualified or experienced to carry out these tasks (placing consumers at risk) but it is also unclear as to why there are different safety requirements and standards for different types of tenancies. Where the Government is the landlord (as is the case for social housing tenancies), REINSW is of the view that the Government should have to comply with the same safety requirements and standards as those of private landlords. The Government is differentiating between social housing tenants and private sector tenants and there is no differentiation when fire risk and safety is involved. In the interests of consumer protection, REINSW insists that the exemption for social housing tenancies be removed from the Draft Regulation.

REINSW would also like to bring the tragic case of Miata Jibba to the Government's attention for this specific reason. Due to the low compliance requirements in relation to smoke alarms, on 6 August 2016, 9-year-old Miata Jibba tragically lost her life during a house fire in a property that did not have effective smoke alarms installed, tested and repaired by a qualified tradesperson. Following an inquest into Miata's death, on 6 July 2018, the Deputy State Coroner found that she died as a result of inadequate smoke alarms fitted in the property.

To minimise the occurrence of cases like Miata Jibba's case, REINSW has continually advocated for improving the safety of tenants, their families and invitees, which is paramount. This has been REINSW's focus when reviewing the Draft Regulation. REINSW notes, with interest, three recommendations arising from the Deputy State Coroner's findings into Miata Jibba's case and encourages the Government to reflect these recommendations in the Draft Regulation.

One recommendation in the Deputy State Coroner's report requires the Minister of Innovation and Better Regulation to consider including a Certificate of Compliance regime as part of the Standard Agreement, such Certificate certifying that the rental property has valid smoke alarms which comply with current regulatory requirements and issued by a Certified Professional. For more information on what the Deputy State Coroner recommends being included in the Certificate of Compliance, refer to paragraph 5(f) of this submission.

REINSW also supports the recommendation of the Deputy State Coroner for the Minister of Innovation and Better Regulation to consider introducing an amendment to the definition of "urgent repairs" to specifically include a "smoke alarm that is not working". Whilst the Amendment Act did not amend section 62 of the RT Act to reflect this recommendation, REINSW does not believe the

change should wait until the RT Act is next reviewed and believes that it is not inconsistent with the RT Act to include this change in the definition of “urgent repairs” in clause 20.6 of the Standard Agreement.

Finally, REINSW supports the Deputy State Coroner’s recommendation that the Minister of Innovation and Better Regulation ensures that landlords and tenants are aware of their responsibilities around fire safety smoke alarms, by developing a clear Fire Fact Sheet as an essential tool for ongoing awareness. It would include relevant information on the following matters of:

- A. who to contact in the event that their smoke alarm is non-functioning;
- B. what procedures should be in place following the activation of a smoke alarm;
- C. who to contact in the event of a fire;
- D. who to contact in the event that the landlord has not rectified a fault within a reasonable timeframe;
- E. who is responsible for fixing or replacing smoke alarms;
- F. the timeframe and powers of entry for which a landlord should correct or rectify any fault;
- G. explanations on how and when to test, clean and change batteries (and REINSW notes that only Certified Professionals should carry out these activities); and
- H. information containing photographs of different smoke alarm models and the different type of smoke alarm technologies currently on the market.

This not only improves the education of landlords to minimise their risk but also empowers tenants to stay aware and compliant with the factors regarding their safety.

(ii) Draft Regulation Clause 14

REINSW’s position is that both landlords and tenants should not endeavour to repair any smoke alarm system on the premises and should only engage a Certified Professional to do so.

Accordingly, REINSW recommends that proposed clause 14 should be amended as follows:

- A. delete the word “hardwired” in the preamble so that the clause relates to hardwired and battery-operated smoke alarms; and
- B. delete subclauses (a) and (b) so that only Certified Professionals are to carry out repairs to smoke alarms, regardless of whether they are

hardwired, battery-operated or their manuals state that repairs do not need to be carried out by Certified Professionals.

REINSW is of the view that engaging a Certified Professional will minimise risks exposed to tenants, their families and invitees in the event that landlords incorrectly repair smoke alarm systems.

Further, if the onus is on the landlord to repair their tenant's smoke alarm, it opens the possibility for landlords to expect their property managers to repair it for them, which is a work, health and safety hazard. Landlords and property managers are not experts in this area and are not Certified Professionals. They, therefore, lack the requisite skills, accreditation and knowledge to repair smoke alarms (including, without limitation, changing batteries and checking if the system is compliant with mandatory health and safety standards). REINSW remains strong on its position, asking the question: how can it be guaranteed that the smoke alarm is compliant and operational if it has been tampered with by an unqualified person? For this reason, REINSW insists that the Draft Regulation be amended so that only a Certified Professional is the appropriate person to repair any type of smoke alarm in a rented property.

(iii) Draft Regulation Clause 15

REINSW would like the Government to consider its comments in response to proposed clause 14 as they equally apply to proposed clause 15, in that only Certified Professionals should repair smoke alarms.

REINSW insists that the reference to "tenant" in the third line of the "Note" in clause 15(1) be replaced with "the tenant's certified smoke alarm professional" and the reference to "landlord" in clause 15(2) be replaced with "the landlord's certified smoke alarm professional". As abovementioned, tenants, landlords and property managers are not qualified, skilled or experienced to carry out the repairs themselves and, in the interests of tenants, their families and invitees' safety, that work should only be carried out by Certified Professionals.

REINSW is of the view that a tenant should be required to notify their landlord or the landlord's agent when an alarm on the premises is not working. That way, landlords are made aware by the most suitable person because tenants are living inside the premises and are the first to become aware of a faulty smoke alarm. The proposed clause 15(1) in the Draft Regulation attempts to deal with the tenant's obligation to notify the landlord but falls short. REINSW proposes a new clause be included requiring the tenant to notify their landlord or landlord's agent when an alarm is not properly functioning, immediately after becoming aware of that fact.

(iv) Draft Regulation Clause 16

Again, REINSW asks the overarching question of why a social housing tenant is treated differently under proposed clause 16(1) to any other tenant, especially under the parameters of safety measures that should be applicable to all tenants. Regardless of whether a tenant lives in social housing or private

property, they are all faced with the same risk when it comes to fires and have the same skill set when it comes to smoke alarm repairs. REINSW believes that by excluding social housing tenants from this proposed clause the Government is contradicting its position with respect to putting consumer safety first.

REINSW would like the Government to consider REINSW's comments in response to proposed clause 14 as they equally apply to proposed clause 16 in that a tenant should not repair a smoke alarm in order to ensure safety. REINSW believes that to be the job of a Certified Professional with the requisite experience, accreditation and skills in smoke alarms.

With respect to clause 16(1), the words "For the purposes of section 64A(3) of the Act..." should be replaced with "If the landlord fails to comply with their obligations in clauses 14 and 15...". Further, the preamble in clause 16(1) should state that a tenant must engage a Certified Professional to carry out the repairs to any type of smoke alarm such that a tenant must not be permitted to repair it themselves.

REINSW's position is that a tenant should only be permitted to engage a Certified Professional to repair a smoke alarm and not repair it themselves if:

- A. the landlord has failed to arrange for those repairs to be carried out within 72 hours, pursuant to clauses 14 and 15;
- B. where the landlord has previously engaged a Certified Professional during the tenancy or has indicated in the residential tenancy agreement that it has a preferred Certified Professional to repair smoke alarms, the tenant engages that Certified Professional unless it is impracticable to do so; and
- C. the replaced or repaired smoke alarm meets current industry and Australian standards.

The proposal set out in paragraph (B) above puts parameters around proposed clause 16(2) to ensure fairness when a tenant engages a person to repair the smoke alarm (for instance, it requires them to engage a Certified Professional as opposed to their regular handyman). REINSW suggests that proposed clause 16(2) be amended to allow a tenant to be reimbursed only if they have used the landlord's preferred Certified Professional. This ensures that the landlord is not required to pay twice for the repairs, that is, when the landlord annually engages a Certified Professional to carry out repairs for the duration of the tenancy (for example, Smoke Alarms Australia) and when the tenant is entitled to reimbursement for the same services carried out by another Certified Professional.

Of course, the Draft Regulation needs to make it clear that, in the case of an emergency, if the landlord's preferred Certified Professional is unavailable then the tenant would be permitted to use another Certified Professional to carry out the repairs. In those circumstances, the tenant must notify the landlord that it has engaged a Certified Professional to carry out the repairs not more than 72 hours after the repairs were made. REINSW proposes that

this should be reflected in clauses 16(2) and 16(3) and that a tenant is entitled to a full reimbursement once these requirements are satisfied.

REINSW notes that, for the purposes of proposed clause 30(b) of the Draft Regulation, if the premises is a lot in a strata scheme and the owners corporation is responsible for repairing and maintaining smoke alarms in that lot then the landlord should nominate in the residential tenancy agreement the strata scheme's smoke alarm repair professionals as its preferred Certified Professional. REINSW believes this should be reflected in the Draft Regulation.

REINSW remains strong on its position for the need for regular smoke alarm compliance checks to be legislated, much in the same way as certificates of compliance for swimming pools. REINSW remains insistent that all landlords are to be required to warrant that a certificate of compliance (carried out by a Certified Professional) be issued and ongoingly maintained by way of a prescribed form or certificate.

(h) Draft Regulation Clause 17 (Alterations of a minor nature)

RIS Question 23: Do you agree that the prescribed list of minor alterations is reasonable? If not, why?

RIS Question 24: Do you agree with the list of alterations where consent may be conditional on having the work carried out by a qualified tradesperson? If not, why?

RIS Question 26: Do you agree with the list of exceptions? If not, why?

RIS Question 27: Are there any other situations where clause 17 should not apply?

(i) Draft Regulation Clause 17(1) (preamble)

REINSW recommends that the preamble to this proposed clause also refer to section 66(2A)(b) of the Amendment Act so that it begins with: "For the purposes of sections 66(2A)(a) and 66(2A)(b) of the Act...".

This amendment honours the intention of section 66(2A)(b) of the Amendment Act by permitting landlords to grant conditional consent where a minor alteration must only be carried out by a person appropriately qualified to do so. This provides assurance for the landlord in that the alternation is professionally executed, and peace of mind for the tenant to know that the alteration has been carried out by a skilled person, ensuring safety and appropriateness.

Of course, this proposal supports the requirement in section 66(4) of the RT Act which requires the minor alteration to be at the tenant's cost (unless the landlord otherwise agrees).

(ii) Draft Regulation Clause 17(1)(a)

To ensure that tenants' safety is not at risk, REINSW believes that a landlord should have the right to nominate which wall of their property a tenant can make minor alterations on. By a landlord assessing and nominating which wall is most suitably safe and appropriate, it minimises the risk of having a tenant exposed to a dangerous and hazardous incident, for instance, if the structure of the walls is compromised. REINSW recommends that, in the interest of tenants' safety and that of their families and invitees, the Draft Regulation should reflect this position.

(iii) Draft Regulation Clause 17(1)(c)

REINSW requests that this proposed clause be amended to include, immediately after "windows", the words "provided that no damage is caused to the windows or window frames as a result of such installation or replacement".

(iv) Draft Regulation Clause 17(1)(d)

REINSW is opposed to the introduction of this proposed clause and requests its deletion.

This position is based on the fact that blinds are permanent, and they may not be stored in the correct way (for example, in a manner which prevents mould from occurring). There is no assurance to the landlord that the tenants will store the blinds in the appropriate manner to ensure that their condition is maintained and not compromised when stored. In addition, the brackets supporting the curtain rods, if not installed correctly, can cause damage to either the plaster above the window architraves or the architraves themselves, which creates a significant repair job for the landlord such that installing or altering curtains should not be categorised as minor alterations.

However, should the Government decide not to proceed with REINSW's recommendation to delete the proposed clause then, at the very least, for the reasons stated above, the Government should delete "or replacing" and "an internal window covering", and limit the provision so that it applies just to the installation of curtains, not blinds as blinds are permanent coverings.

(v) Draft Regulation Clause 17(1)(e)

REINSW requests that this proposed clause be amended to include, immediately after "premises", the words "provided that no damage is caused to the premises as a result of such installation".

(vi) Draft Regulation Clause 17(1)(h)

REINSW insists that “screws” be removed from this proposed clause in the interests of safety, and in light of the potential damage and repair that screws cause and the fact that they are not required in order to hang paintings.

REINSW would like to reiterate its position with respect to section 66(2A) of the Amendment Act that landlords are entitled to absolute discretion when deciding on the various improvements and alterations made to their property.

A tenant who possesses various items that are tall and large (for example, bookcases or wall units) requires properly secured measures to be in place in order to guarantee their safety. While REINSW remains committed to the assurance of tenants’ safety, there needs to be a reasonably tightened framework provided to the tenant to indicate that these are complex or big tasks that are likely to create a significant amount of damage to the walls and injury to the tenant if they are not installed correctly. Therefore, REINSW’s recommendation is that these works must be undertaken by a qualified tradesperson.

At the conclusion of each tenancy, if screws are used, the landlord may be left with a property which has large holes in the walls, and the number of holes may increase with each new tenancy. REINSW remains concerned that if a tenant installs screws incorrectly, significantly damaging walls upon their removal, landlords are left with damaged walls and a heavy financial bill for the purposes of rectification. This is not only because tenants have their own preferences when altering the premises in the way in which they desire, but also because it is unreasonable to expect landlords to accept that their property is left damaged with many holes in each wall.

Essentially, REINSW believes that large items require proper installation in order to protect tenants’ safety in the event that incorrectly installed items loosen over time and cause damage to the walls but also place tenants at risk of serious injury. Hence, REINSW’s request to delete the reference to screws in this clause.

Further, REINSW is also aware of numerous alternatives in the market that substitute the use of traditional screws, such as picture hooks, for the purpose of hanging paintings, and it is noted that hooks have already been addressed in the proposed clause so there is no need for screws in light of consumer safety.

REINSW is also concerned that the catch all phrase “and other items” at the end of the proposed clause is too broad and needs to clearly indicate what comprises “other items”. It leaves the framework open for tenants to potentially install or mount objects onto walls, such as televisions, sound system units, heavy wall mounted speakers or furniture. It poses an enormous safety risk to tenants if they are installing these items themselves and potentially drilling into water pipes, gas pipes and/or electrical wirings. These objects are often heavy and require brackets with nails and screws drilled into the wall for installation,

likely to significantly damage the walls or cause these items to break free and injure people. In any event, these large items are captured by clause 17(1)(a) and, consistent with REINSW's proposed amendment to clause 17(2) below, should only be installed by qualified tradespeople. Accordingly, REINSW requests that "other items" be removed and replaced with "pictures" to make it clear that the proposed clause relates to hanging paintings and pictures which are lightweight.

Further, REINSW proposes that there needs to be provisions in place to reduce the amount of installations that a tenant can undertake in any one tenancy. What would stop a tenant from installing many large bookcases or shelving in each room of the property which ruins the walls throughout the property?

(vii) Draft Regulation Clause 17(1)(j)(ii)

REINSW is of the view that a 2-metre high shrub could cause the view of the property to be blocked and could have roots that cause significant damage to drainage and sewer pipes on the property, particularly if the tenant plants a group of shrubs. For these reasons and for the purpose of maintaining a neat, tidy and presentable garden, REINSW recommends that a 1-metre height limit on shrubs is more appropriate and manageable and reduces the risk of damage to drainage and sewer pipes which could ultimately cause great inconvenience to the tenant if repairs are required. Improper planting could result in a frustrated lease due to water or sewerage interruption.

(viii) Draft Regulation Clause 17(1)(l)

REINSW is of the view that for minor alterations that fall outside of the prescribed list in proposed clauses 17(1)(a)–(k) then those alterations should be governed by proposed clause 17(1)(l). This is important as it provides tenants with clear guidelines on all other minor alterations to the property that do not fall within the prescribed list. Accordingly, REINSW recommends that clause 17(1)(l) read as follows:

"(l) with respect to alterations of a minor nature other than those referred to in clauses 17(1)(a)–(k), making a modification that does not penetrate a surface, or permanently modify a surface, fixture or the structure of the premises."

(ix) Draft Regulation Clause 17(2)

Where a landlord grants permission for a tenant to make a minor alteration of a kind specified in proposed clause 17(1), by virtue of section 66(2A)(b) of the Amendment Act, that consent may be conditional if the landlord considers that only an appropriately qualified professional should carry out the alteration.

REINSW's position is that all minor alterations specified in clause 17(2) must be carried out by an appropriately qualified tradesperson unless otherwise consented to by the landlord in writing.

In light of this position, REINSW recommends that proposed clause 17(2) be amended so that it also captures clauses 17(1)(a), (d) and (f) in addition to what is currently drafted (namely, clauses 17(1)(g) and (i)). This is because each of those alterations should be carried out by a qualified professional and landlords should be entitled to provide consent conditional on the requirement for the relevant alteration to be carried out by a qualified professional to minimise the risk to tenants, their families and invitees if not installed correctly. REINSW's maintains its strong position that properties containing gyprock walls require items to be properly affixed to wall studs and security brackets. This is to ensure that items are attached to walls correctly not only for the benefit of landlords but, most importantly, for the safety of tenants, their families and invitees in the event that an item breaks free and causes injury.

REINSW would like to point out that it is happy for proposed clauses 17(1)(c) and (e) to be omitted from proposed clause 17(2) provided REINSW's requested changes are made to those provisions as set out in paragraphs 3(h)(iii) and 3(h)(v) above. If those requested changes are not made, then REINSW recommends clause 17(2) also refer to clauses 17(1)(c) and (e) in that the landlord's consent may be conditional on the work being carried out by a qualified tradesperson to ensure safety and minimise risk.

Further, REINSW believes that the Draft Regulation should also make allowance for the following:

- A. conditional alterations as agreed between a landlord and tenant at the beginning of the tenancy; and
- B. the landlord's ability to make rectification orders specifying conditions to be complied with by the tenant when the tenant vacates the premises, such rectification works to be at the tenant's cost. If the landlord is happy for the tenant to make a minor alteration provided the tenant ensures, at the end of the tenancy, that the property reverts to its original condition before the alteration was made, then the landlord should be able to provide this conditional consent. REINSW stands by its position that such conditional consent should have been reflected in section 66(2A) of the Amendment Act and so recommends that it is incorporated into the Draft Regulation. REINSW's view is supported by the fact that a regulation supports its principal statute and can provide a framework to expand, clarify and/or support the scope of the Act. For this reason, REINSW proposes that the Standard Agreement clearly indicate that the tenant is responsible for rectifying or "making good" minor alterations (at their cost) unless the parties otherwise agree in writing.

(x) Draft Regulation Clause 17(3)

REINSW recommends that another exemption be included in proposed clause 17(3) which states that clause 17 does not apply to premises under a residential tenancy agreement if the alteration would contravene or be inconsistent with any applicable guidelines, codes, standards or legislation, including (but not limited to) with respect to health and safety.

(xi) Draft Regulation Clause 17(4)

As mentioned throughout this submission, REINSW again queries why social housing landlords and tenants are exempt from certain clauses in the Draft Regulation and RT Act, particularly when consumer health and safety are at risk. The proposed exemption for social housing landlords by virtue of proposed clause 17(4) is such an example.

REINSW seeks clarification on whether a private landlord who leases their property to a social housing provider who then subleases the property to a social housing tenant under a social housing tenancy agreement will be captured by this clause and, therefore, exempt from having to comply with clause 17(1)(k) under the head lease. REINSW would also like clarification on whether any obligations under the head lease are diminished or are not required to be complied with because of the sublease's social housing tenancy arrangement. If the proposed legislation exempts social housing arrangements from compliance with its provisions, then landlords' rights are suddenly diminished. REINSW queries why social housing landlords in this instance (and social housing tenants generally) do not need to comply with the legislation in the same way as private landlords and tenants.

(xii) Draft Regulation Clause 17(5)

With respect to the definition of "furniture", REINSW recommends that the reference to "televisions" be deleted. To reiterate REINSW's position in paragraph 3(h)(vi) above, televisions are often large, heavy objects requiring support brackets to mount them to walls. If not installed correctly by a qualified professional, this can cause personal injury and/or significant damage to the walls, particularly where the walls are made of gyprock. REINSW proposes that unless televisions are secured by qualified tradespeople, then it poses a safety threat to the tenant, their families and invitees. For this reason, televisions should be excluded from the definition of "furniture".

For the reasons set out in paragraph 3(h)(iv) above, REINSW recommends that the definition of "window covering" be limited to curtains such that "and blinds" is deleted.

RIS Question 25: Are there other types of minor alterations that should be prescribed, including measures to further improve accessibility for elderly or disabled tenants?

REINSW does not believe that there should be any extension to the existing minor alteration framework.

REINSW is of the opinion that some minor alterations are too expensive to make good and result in significant damage to the property, for instance, certain minor alterations benefiting the elderly and disabled tenants. REINSW maintains its position in relation to the installation of grab rails for disabled or elderly tenants in their bathroom. Such installation causes considerable

damage to floor and wall tiles, as they require drilling in order to ensure that the grab rails are effectively installed. The tiles and the waterproof membrane could potentially be irreparably damaged during this process. These types of alterations are likely to surpass the requirement of being 'minor' particularly as they leave large holes in the wall once removed, and are often carried out in bathrooms, kitchens and laundries. Any alteration which affects floor and wall tiles makes it very difficult and expensive to revert back to the property's original condition before the alteration was made (especially if only one single floor or wall tile needs to be replaced, or where some types of floor and wall tiles are discontinued). This ultimately decreases the overall value of the property if not rectified. Accordingly, REINSW recommends that the list of minor alterations in clause 17(1) exclude any alterations carried out to bathrooms, kitchens and laundries where there are tiles.

Another type of minor alteration that should be conditional on landlord's consent is painting the premises. The Draft Regulation provides a wide scope for tenants to paint any room of a property in the colour of their preference. A tenant may wish to paint several rooms an extremely dark colour which would cause the landlord to face the expense of repainting their property at the end of the tenancy. Also, one tenant's choice of colour may not suit a new tenant in the future. This causes an expensive burden on landlords to rectify and should only be permitted with the consent of the landlord, with the ability for such consent to be refused even unreasonably.

(i) Draft Regulation Clause 18 (Domestic Violence Declaration Form) and Schedule 3

RIS Question 28: Do you have any suggestions on how the wording and layout of the declaration form could be improved?

REINSW maintains its position as set out in its previous submission dated 28 November 2018 in response to the Domestic Violence Declaration Form (enclosed). When considering REINSW's position on this form, please treat the **enclosed** submission as if it were set out in full in this paragraph 3(i).

(j) Draft Regulation Clauses 19-26 (Exemptions)

RIS Question 29: Should the exemptions provided for in clauses 19-26 continue to apply? If not, why?

REINSW recommends that clause 26 be amended by adding a new clause 26(c) to reflect the following position.

Current practice requires a new condition report to be prepared and signed for each new tenancy. However, REINSW's view is that if a tenant wishes to add

another tenant, with the landlord's consent and with at least one of the original tenants remaining on the residential tenancy agreement, then no new condition report is required. Where an original tenant wishes to add a tenant (for example, in marriage or relationship situations), they should still be able to use the same condition report that was prepared at the commencement of the tenancy. This is because the tenancy still applies to the original tenant, with the landlord approving an additional tenant. Therefore, as long as one original tenant remains named on the agreement, then no new condition report is needed.

REINSW suggests that this should be made clear in clause 26 as a new clause 26(c), however, if the Government's view is that it is already covered by clause 26(a) then REINSW suggests that clause 26(a) be amended to clarify that it also extends to the above scenario.

(k) Draft Regulation Clause 27 (Exemption for particular providers from landlord's information statement)

RIS Question 30: Is the new exemption provided by clause 27 appropriate? If not, why?

As abovementioned in paragraph 3(e)(i), REINSW questions why the Draft Regulation imposes different requirements and standards on social housing landlords compared to those of private landlords – they should be treated the same where the health and/or safety of a tenant, their family and invitees are at risk. REINSW further questions why the Government and other industry organisations are exempt from compliance with section 31A of the Amendment Act, particularly if the landlord's information statement deals with tenants' safety and other important rights and responsibilities. REINSW notes that the landlord's information statement is not part of this consultation and so REINSW has not had the opportunity to review it to determine its contents.

Nevertheless, although REINSW acknowledges that compliance with the RT Act and Regulation might create a large administrative burden on the entities listed in proposed clause 27, REINSW feels it is important for them to comply with the same requirements as those of private landlords. This will ensure that the health and safety of tenants are a top priority regardless of the type of landlord and all types of tenants will be aware of landlords' rights and responsibilities, resulting in better protection particularly for social housing tenants.

(l) Draft Regulation Clause 30: (Strata scheme)

RIS Question 33: Is the new exemption provided by clause 30 appropriate? If not, why?

REINSW is aware that there is difficulty for landlords and agents to obtain information on whether the landlord is required to be compliant with smoke alarm requirements with respect to their lot in a strata scheme, or whether the owners corporation is required to comply. This is a common issue that arises frequently in practice.

REINSW would like this proposed clause to also specify that if the landlord of a strata lot notifies the tenant that the owners corporation is responsible for the repair and maintenance of smoke alarms in that lot then the tenant must provide access for that purpose as and when required.

(m) Draft Regulation Clause 31 (Social housing tenancy agreements and rectification orders)

RIS Question 34: Is the exemption provided by clause 31 appropriate? If not, why?

REINSW opposes this proposed clause, as it is not in the best interest of tenants to be exempt from Division 5A of Part 3 of the Amendment Act. Tenants would not be able to obtain fair and equitable measures by way of rectification orders to deal with breaches in repairs and maintenance, potentially putting their health and safety at significant risk.

According to the RIS, social housing tenancy disputes are handled by the Department of Family and Community Services and NCAT. Irrespective of this, REINSW questions why social housing landlords and tenants are not required to comply with the RT Act and Draft Regulation, on the basis that they should not be treated any differently with respect to rectification orders where their health and safety may be at risk.

Social housing tenants and landlords should be required to follow the prescribed process for rectification orders in the same way as private landlords and tenants. This is particularly so where there is an established process in place in Division 5A of Part 3 of the Amendment Act, a process which the Department of Family and Community Services will be unfamiliar with compared to the Secretary with respect to rectification issues and, therefore, may find it difficult to remain consistent with, and determine, these types of matters.

(n)Draft Regulation Clause 33 (Monetary limit of jurisdiction of Tribunal)

RIS Question 36: Is the jurisdictional limit set for rental bond and other matters adequate? If not, why?

RIS Question 37: Are there any unintended consequences in prescribing a cumulative amount where an order is made with respect to both a rental bond and another matter?

While REINSW acknowledges that NCAT has specialist experience in dealing with residential tenancy disputes, REINSW is of the opinion that the monetary limit of NCAT's jurisdiction should remain as it currently is in the Existing Regulation.

Presently, landlords and tenants either represent themselves or engage their agent to do so in a tenancy dispute at NCAT. There is often no need for legal representation. This works because of the current monetary limit of NCAT's jurisdiction.

NCAT was designed to be a cost effective, and in some cases free, dispute resolution mechanism. However, REINSW is concerned that matters involving significant damages (that is, the amounts specified in proposed clause 33) relate to significant disputes which require qualified legal practitioners to adequately provide legal advice and guidance to their clients.

If the monetary thresholds in proposed clause 33 do not revert back to those in the Existing Regulation, the Government will see landlords and tenants continue to represent themselves or have agents represent them, but they will likely be unqualified, unprepared, unprotected and exposed to a significant amount of damages. REINSW is of the view that legal practitioners will always be required to represent parties at the proposed higher monetary threshold. This is because they can minimise their clients' exposure to risk, effectively advocate on their behalf and guide their clients through complex areas of law. However, REINSW points out that, at this higher monetary threshold, it will be more expensive for both landlords and tenants to resolve their disputes with the Local Court being the more appropriate dispute resolution forum to hear such matters (as opposed to NCAT), which is what currently happens.

For the above reasons, REINSW recommends that NCAT's jurisdictional monetary limit be reduced to what appears in the Existing Regulation. This will ensure that landlords and tenants receive a fair and equitable outcome.

4. Response to the Standard Form of Agreement (Schedule 1)

RIS Question 5: Are there other ways that the standard form of tenancy agreement can be improved? If so, how?

Although REINSW has responded to each amendment in the Standard Agreement below, it requests that the Standard Agreement be amended in a way that is consistent with its position on the issues discussed throughout this submission.

(a) Landlord's Details – Standard Agreement

REINSW is opposed to the Draft Regulation including the landlord's residential address and business address where the landlord is in the care of an agent and has engaged a property manager. REINSW understands that a private landlord's contact details are required where an agent has not been engaged to manage the property. REINSW's position on this issue is set out in paragraph 3(b) of this submission.

(b) Term of Agreement – Standard Agreement

To improve useability and clarity for all parties involved, REINSW strongly recommends that this section of the Standard Agreement be deleted and reverted to the format of what currently appears in the Existing Regulation with respect to the term.

Although this section contains a special row for 'Other' to indicate a different tenancy period to what is stated, the proposed periods reflected in the tick box format do not indicate common tenancy periods. For instance:

- (i) 13 weeks should appear and should be written in weeks; and
- (ii) further to this, all terms should be reflected in weeks and not months, the former being what is used in common practice. This is important because, when calculated, 12 months is different to 52 weeks depending on the year in which the agreement commences.

Regardless of whether or not the Government accepts REINSW's proposal, REINSW suggests a guidance "Note" be inserted to notify the parties that if the term exceeds 3 years then there is a requirement for the lease to be registered. REINSW is aware that there is already an existing "Note" in this section in the Draft Regulation, however, REINSW contends that the "Note" does not make it abundantly clear that the lease must be registered, so tenants and landlords are likely to be unaware of this requirement. REINSW recommends that the existing guidance "Note" be amended to clarify for the parties that the lease must be

registered if it has a term of more than 3 years and, if the proposed formatting remains, then that “Note” should also appear next to each of the “3 years”, “5 years” and “Other” tick boxes for abundance of clarity.

(c) Rental bond – Standard Agreement

REINSW points out that in the Draft Regulation and Existing Regulation it states that “A rental bond of \$..... must be paid by the tenant on signing this agreement”.

REINSW recommends that this statement be amended so that the bond can be paid on or before signing the Standard Agreement. There are some circumstances where tenants prefer to pay the bond before signing the agreement and they need to have this choice available to them. Tenants often need to pay the bond to the Rental Bond Board or to the agent (by EFT) before signing the Standard Agreement.

With regards to the “Rental Bond Online reference (if lodged online)”, it is REINSW’s understanding that this reference will not be known prior to signing the Standard Agreement. It is released only when the bond is finalised, which occurs after signing. Accordingly, REINSW recommends that, rather than have the Rental Bond Online reference in the agreement, there be a tick box (Yes or No) on whether there is an applicable online rental bond (for example, “Rental Bond Online: Yes/No”).

(d) Urgent Repairs – Standard Agreement

REINSW recommends that the landlord’s preferred glazier, locksmith and certified smoke alarm professional also be listed in the Standard Agreement as the landlord’s nominated tradespeople for urgent repairs.

Glass, lock and smoke alarm repairs are common tenancy matters that often need urgent attention. In order to minimise the safety risks to tenants, their families and invitees, these nominated professionals will eliminate any work that could be completed by an individual that is not licensed or certified, eliminating potential harm to tenants and damage to properties. This also allows for tenants to quickly locate the details of these nominated professionals to fix their urgent repairs rather than having to source and assess these services themselves.

Please refer to paragraphs 3(g)(iv) above and 4(r) below for more on nominating in the Standard Agreement the landlord’s preferred competent fire safety practitioner with respect to smoke alarms.

On a related note, REINSW would like to point out Recommendation 3 of the Deputy State Coroner’s report on the inquest into Miata Jibba’s death. Namely, that the Minister of Innovation and Better Regulation consider introducing an amendment to the definition of “urgent repairs” to specifically include a “smoke

alarm that is not working”. As mentioned above at paragraph 3(g)(i), although the Amendment Act did not amend section 62 of the RT Act to reflect this recommendation, REINSW does not believe the change should wait until the RT Act is next reviewed and believes that it is not inconsistent with the RT Act to include this change in the definition of “urgent repairs” in clause 20.6 of the Standard Agreement.

(e) Smoke Alarms – Standard Agreement

As aforementioned, it remains REINSW’s position that no tenant should be required to change smoke alarms, regardless of whether they are hardwired or battery operated. They simply lack the certification, skill, knowledge and experience to competently and properly change, inspect or repair a smoke alarm (irrespective of its type). This would expose them, their families and invitees to an increased risk of harm and danger (for example, climbing on ladders and/or standing on furniture). Accordingly, REINSW strongly recommends the deletion of the question whether smoke alarms are of a kind that the tenant can change.

REINSW believes that a more appropriate and practical question to include in the Standard Agreement is whether the landlord has engaged a professional smoke alarm company for the repair and maintenance of smoke alarms on a yearly basis, with a “Yes”/“No” tick box. This encourages landlords to engage such a company, minimising fire risks and maximising consumer safety.

(f) Giving Notices and Other Documents Electronically – Standard Agreement

REINSW submits that the question under the heading “Landlord” does not explicitly specify that a landlord gives express consent for the tenant to electronically serve them with notices and documents (for instance, a termination notice). REINSW recommends that the consent read as follows: *“Does the landlord give express consent to the tenant to electronically serve notices and documents on the landlord?”*. Similarly, the question under the heading “Tenant” should explicitly clarify that the tenant consents to the landlord’s electronic service such that the question should read: *“Does the tenant give express consent to the landlord to electronically serve notices and documents on the tenant?”*.

(g) Condition Report – Standard Agreement

REINSW acknowledges that section 29(2) of the Amendment Act cannot be changed, however, it wishes to raise the fact that landlords may not be able to comply with this provision in the Standard Agreement because tenants often choose to secure their tenancy by signing the lease on an earlier date than the date of taking possession and, therefore, without a condition report having been prepared. For example, where the tenant signs the lease on the first day of the month but does not take possession until the twentieth day of the month because

they go overseas immediately after signing but wish to secure the property before they depart.

To address this issue, REINSW recommends an exemption be included in the Draft Regulation which allows the circumstance where a tenant wants to sign the tenancy agreement to secure their home but does not take possession at the time of signing. In this circumstance, the Draft Regulation should permit a condition report to be prepared and given to the tenant after signing but before the lease commencement date.

(h) Copy of Agreement (Clause 2.1) – Standard Agreement

REINSW seeks clarification on what clause 2.1 means and its intention because the current drafting is unclear.

(i) Rent (Clause 4.2) – Standard Agreement

REINSW recommends the addition of “unless otherwise agreed by the landlord and tenant” immediately after “advance” to capture the type of agreement where the tenant pays monthly.

REINSW also suggests that this clause be amended so that payment of rent may be made before the end of the previous period. It should reflect the practical requirement for tenants to pay rent before the due date to ensure that cleared funds are available to the landlord on the relevant due date. This is especially important in circumstances where the managing agency engages a third-party service provider for the collection of rent. REINSW believes that this clause causes confusion amongst the parties and does not provide clarification to the tenant that they should pay rent before the end of the previous period so that the landlord can receive cleared funds by the due date. REINSW’s proposed changes ensures that tenants are prevented from being in arrears and that landlords do not receive rent after the due date. It is, therefore, a win-win situation.

(j) Rent Increases (Clause 5) – Standard Agreement

REINSW suggests that this clause be amended to clarify what happens where the agreement is for a term of less than 2 years. As currently drafted, the clause deals with what happens where the fixed term is for 2 years or more but not where it is less than 2 years.

(k) Payment of Council Rates, Land Tax, Water and Other Charges (Clauses 10, 11 and 12) – Standard Agreement

To avoid confusion and in the interests of user readability, REINSW recommends combining clauses 11.1 and 11.2 such that the exception of bottled gas in clause 11.1 can be removed.

REINSW also seeks clarification on the difference between clauses 10.8 and 11.1 with respect to gas.

In addition, “or other evidence” should be deleted from clause 12.1 as it is impractical in practice because it requires landlords and property managers to read water meters.

Further, clause 12.4.3 should be consistent and reflect REINSW’s position in paragraph 3(f) above.

In relation to ingoing and outgoing water meter readings, REINSW proposes that the water meter reading should be calculated having regard to the water meter readings and the landlord’s calculation, with evidence in the form of photos taken on the date of the reading.

(l) Landlord’s General Obligations for Residential Premises (Clause 19) – Standard Agreement

REINSW recommends that the Draft Regulation define what “adequate” means so that landlords are able to confidently comply with clause 19.1 in the Standard Agreement and section 52 of the Amendment Act. This definition should be included in clause 3 of the Draft Regulation.

The essential issue here is that what is considered to be “adequate” is highly subjective - what one person might consider to be adequate, another may not. REINSW asks the Government what is considered to be an adequate number of electricity or gas outlet sockets for the purposes of section 52(1A)(d) of the Amendment Act? The answer to this question is open to wide interpretation, is based on personal opinion and depends on the nature of the relevant property. Since the purpose of subordinate legislation is to support and provide guidance on principal Acts, such support and guidance on the interpretation of “adequate” must be provided in the Draft Regulation in the form of a clear definition to ensure compliance. An additional benefit of this definition is that it will provide guidance for NCAT when determining whether a property is fit for habitation.

REINSW would like to know whether a property is not fit for habitation if there is no hot water, for instance, laundry rooms and some kitchens in older houses which commonly only have cold water. Many properties have laundries (including shared laundries) and kitchens (in older properties) which only have running cold water,

but the property is still fit for habitation. For this reason, REINSW suggests that the Draft Regulation include an exemption for laundries (including shared laundries) and kitchens in older houses, which only have cold running water, from compliance with section 52(1A)(f) of the Amendment Act. This exemption also serves as a guidance for NCAT on this issue.

In paragraph (c) of “Note 2” with respect to water penetration, there is no allowance for the circumstance where there is only minor water penetration that can be rectified. The subject item might only be a small broken tile, but it does not mean that the property is not properly sound or fit to live in. Therefore, REINSW recommends that the Draft Regulation include an exemption where water penetration is only minor and rectifiable. This exemption would also give clear guidance to NCAT on what to do in these circumstances.

Please refer to paragraph 5(d)(ii) of this Submission for further recommended exemptions in the Draft Regulation from compliance with certain requirements of section 52 of the Amendment Act.

(m) Landlord’s Access to the Premises (Clause 24.10) – Standard Agreement

REINSW understands that the intention behind clause 24.10 is to clarify landlords’ and tenants’ rights and obligations with respect to the parameters around photographing and videoing the residential premises. Whilst REINSW supports this proposed clause, REINSW is of the view that there needs to be a more general exception of when it is reasonable for the landlord to retake photos and videos. For instance, where a landlord is selling their property and they need to relist with a different marketing campaign, they may need to retake photos/videos. Landlords need the ability to enter the premises for this purpose.

There is also the circumstance where the landlord has not properly commenced marketing the property for sale such that photos/videos have not yet been taken but the landlord has received an offer from a purchaser, following which that offer falls over. The landlord needs the ability to enter the premises to take photos after the preliminary marketing of the property has commenced. In another circumstance, where the marketing campaign has commenced, the property is undertaking renovations and photos/videos were taken before the marketing and renovations started, the prohibition on taking more photos/videos more than once in 28 days before marketing starts significantly limits the marketing potential of the property, where the owner wishes to showcase the final renovations.

Having considered these scenarios, REINSW recommends that an exemption be included in the Draft Regulation to allow landlords to enter premises after marketing commences where it is reasonable to do so.

On a minor drafting note, REINSW recommends changing “that” to “this” where it currently reads “(that is only allowed once in a 28-day period...)”.

(n) Publishing Photographs or Visual Recordings (Clauses 28 and 29) – Standard Agreement

REINSW suggests that clauses 28 and 29 include a guidance “Note” to direct people to sections 55A(4) and (5) of the Amendment Act so that they can gain an understanding of what “published” means.

(o) Alterations and Additions to the Premises (Clauses 30 and 31) – Standard Agreement

The Standard Agreement should include a positive obligation on the tenant to obtain written consent from the landlord before it makes any minor alternations to the premises, irrespective of whether those alterations must be carried out by an appropriately qualified tradesperson.

Further, REINSW notes that section 66(2A)(b) of the Amendment Act falls short of requiring prior written consent from the landlord where a tenant engages an appropriately qualified tradesperson, so this consent also needs to be factored into clause 30 of the Standard Agreement.

Accordingly, REINSW recommends that clause 30.2 in the Standard Agreement be deleted and replaced with the following:

- “(a) to obtain the landlord’s prior written consent to any minor alterations to the residential premises; and*
- (b) that minor alterations specified in clause 17(2) of the Residential Tenancies Regulation 2019 must only be carried out by a person appropriately qualified to carry out those alterations unless the landlord otherwise agrees in writing.”.*

(p) Transfer of Tenancy or Sub-Letting by Tenant (Clause 35.1) – Standard Agreement

REINSW is concerned that clause 35.1 does not make it clear that, where the landlord agrees to transfer the tenancy completely, a new condition report is required unless the landlord and tenant agree to use the existing report.

REINSW proposes that clause 35.1 be split in order to reflect the position in clause 26(b) of the Draft Regulation which permits a landlord and tenant to agree to use a previous condition report for a new tenancy. REINSW suggests that clause 35.1 be amended to read as follows:

“35. **The landlord and tenant agree that:**

- 35.1 (a) *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*
- (b) *if an assignment or sublease is created under clause 35.1(a), the tenant agrees to provide vacant possession for the period necessary to carry out a new condition report unless the tenant obtains consent from the new tenant to use the existing condition report applicable to this tenancy.”.*

(q) Copy of Certain By-Laws to be Provided (Clause 38) – Standard Agreement

REINSW notes that section 186 of the *Strata Schemes Management Act 2015 (NSW)* requires an owner of a strata lot to give a tenant a copy of the by-laws no later than 14 days after the tenant becomes entitled to possession of the lot. However, REINSW is aware that, in reality, owners simply do not have copies of by-laws for whatever reason. It may appear that this requirement is easy to comply with in practice, however, it does not happen in reality.

Although the onus is on owners/landlords to provide the by-laws to tenants, they often rely on property managers to do all the work in obtaining them. This can be a source of contention because it may be difficult to obtain the by-laws from owners corporations such that the requirement in section 186 can be difficult to comply with. REINSW seeks guidance from the Government on how property managers are to ensure their clients comply with section 186, particularly when owners corporations have not provided property managers with a copy of the relevant by-laws.

For this reason and to resolve potential issues with this new provision, REINSW proposes that the Draft Regulation allow the landlord to give the latest version of the by-laws that they have in their possession or a copy of the model by-laws to the tenant until the relevant owners corporation provides the updated by-laws to the landlord so that the landlord can provide them to the tenant within 14 days.

(r) Smoke Alarms (Clauses 42-44) – Standard Agreement

As previously mentioned in paragraph 3(g)(i), it is REINSW’s position that installing and repairing smoke alarms (including changing batteries) should only be carried out by a competent fire safety practitioner within the meaning of s167A of the *Environmental Planning and Assessment Regulation 2000 (NSW)*.

Further, there should be a clause inserted which reflects section 64A(1) of the Amendment Act in that repairs to a smoke alarm must only be carried out by a

landlord. To reiterate, REINSW's position is that only if the landlord fails to comply with that obligation should the tenant be able to engage a Certified Professional to repair the alarm (and not repair it themselves). For this reason, a clause should be included which states that the landlord agrees to install or replace all batteries and smoke alarms installed on the residential premises. Essentially, all types of smoke alarms are the responsibility of the landlord in the first instance.

In addition to what is currently stated in clause 42, it should also state the following:

- (i) that all smoke alarms should be inspected annually; and
- (ii) that all smoke alarms be replaced in the period specified by the manufacturer.

As mentioned above, REINSW strongly recommends that the Standard Agreement also include the landlord's preferred smoke alarm professional as a nominated tradesperson for urgent repairs (noting that it may be a strata scheme's smoke alarm professional if a strata lot's owners corporation is responsible for repairs and maintenance in that lot). Consequently, clause 42.5 should state that the tenant will only be reimbursed if they use the nominated smoke alarm professional unless that company is unavailable to carry out the repairs.

With respect to "Note 2" at the end of clause 42, again, REINSW asks how property managers and landlords are to comply with these provisions when there are so many different strata schemes having different compliance regimes with no guarantee of compliance with respect to arranging for repairs and maintenance of smoke alarms.

REINSW recommends that clause 43 be amended to make it clear that tenants can only replace smoke alarm batteries where the landlord has failed to do so after notification that replacement is required.

REINSW seeks clarification with respect to the "Note" at the end of clause 43. In particular, REINSW fails to understand why clauses 43.2 and 43.3 do not apply to social housing tenants but apply to private tenants. All types of tenants should be treated equally when safety and fire risk is an issue. If social housing tenants should not be required to replace batteries, then private tenants should also be refrained from doing so.

REINSW also seeks clarification with respect to clause 44 and, in particular, what is meant by "a reasonable excuse to do so". REINSW questions whether a reasonable excuse would capture the situation where tenants interfere with smoke alarms by putting a cover over them to prevent them from being activated in the event there is shower steam, or smoke from burnt toast, candles or religious home shrines. These are real-life examples of what happens. REINSW, therefore, recommends replacing "unless they have a reasonable excuse to do so" in clause

44 with “unless in accordance with clauses 42 and 43”. This covers the situations where they are permitted to remove, replace and repair smoke alarms. However, should the Government leave the clause unamended then REINSW recommends a guidance “Note” be included which explains that a reasonable excuse is where the smoke alarm is faulty or the battery needs to be changed.

(s) Electronic Service of Notices and Other Documents (Clause 48) – Standard Agreement

REINSW acknowledges that section 13A of the *Electronic Transactions Act 2000* (NSW) sets out when an electronic communication is deemed to have been received by the addressee. However, the Government should not treat this as assumed knowledge of the parties.

Therefore, REINSW recommends that clause 48 specify when service is deemed to have been made so that parties are aware and understand their rights, and to avoid potential disputes regarding electronic service.

(t) Break Fee (Clauses 49 and 50) – Standard Agreement

REINSW submits that there is no specification of what happens where the lease has a fixed term of more than three years. REINSW recommends that this be included in the Standard Agreement so that parties know what to do in those circumstances.

Further, REINSW is concerned that the current drafting of clause 50 may cause confusion in interpretation. So that it is clear to the parties, REINSW recommends that clause 50 clarify that an occupation fee can be charged for goods left on the premises *in addition to* the break fee.

(u) Additional Terms – Pets (Clause 53) – Standard Agreement

REINSW is of the view that this additional term should reflect best practice and so recommends changing both references to “or” in clause 53 to “and”. If there is a pet permitted, then the landlord and tenant need to agree that all carpets within the premises are to be professionally cleaned and that the premises must be fumigated. These requirements extinguish the likelihood of pests, fleas and urine from pets, which are not always visible to the naked eye, or may only become an evident problem within a few days or weeks when eggs hatch, carpets smell, etc. By requiring pet owners to professionally clean the carpets and fumigate the premises, it benefits the health and safety of incoming tenants, their families and invitees.

(v) Notes (Notes 2-6) – Standard Agreement

Considering the importance of the holding over provision and termination provisions in Notes 2-5, REINSW recommends moving these provisions into the body of the Standard Agreement. That way, they are operative clauses as opposed to mere guidance notes and can be easily located by the parties when necessary.

REINSW proposes that Note 5 should be deleted and, instead, there should be separate clauses in the Standard Agreement dealing with each ground of termination and the requirements applicable to those grounds (including relevant notice periods). For example, a separate clause for termination for sale, breach of the agreement, frustration and breach by the landlord of information disclosure provisions under section 26 of the Act. That way, the parties know exactly what to do in each of those circumstances, they have all the information they need when those circumstances arise, there is no confusion over the applicable requirements and obligations and, overall, the Standard Agreement is made more user-friendly and easier to read.

On this point, whilst termination due to the sale of premises is included in Note 5 and is captured by the legislation, REINSW contends that this ground of termination is more significant and important than to be caught up in a “catch-all” guidance note at the end of the agreement amongst different types of grounds. It needs to be explicitly made clear for a tenant, whose fixed term agreement has expired, that a landlord can terminate because there is an exchanged contract for sale and vacant possession is required. A separate new clause in the body of the Standard Agreement solely dealing with termination on the grounds of sale will benefit tenants because they will have the knowledge of what is involved with a termination on the grounds of sale.

With respect to the warning in Note 6, it needs to also refer to an eviction by court order and not just an order of NCAT. This goes to NCAT’s federal jurisdiction issue where one party may reside outside of New South Wales such that the matter must be referred to the Local or District Court for determination.

(w) Execution Clauses – Standard Agreement

The “Note” immediately above the execution clauses refers to section 9 of the *Electronic Transactions Act 2000* (NSW) (**ET Act**) as well as Division 2 of Part 2 of the ET Act. Since parties will be electronically signing the Standard Agreement, they need to know what is required of them to be compliant with the ET Act. REINSW recommends that this “Note” be expanded to clarify, in layman’s terms, the requirements that parties must comply with in order to electronically sign.

(x) Tenant Information Statement – Standard Agreement

The Standard Agreement states that the tenant “was given a copy of an information statement published by NSW Fair Trading”. For clarification purposes and to avoid any uncertainty or confusion, REINSW suggests that “the New Tenant Checklist Fact Sheet” replace “an information statement published by NSW Fair Trading”, if that is the relevant document. This amendment will make it easier for tenants because it reflects the actual name of the document appearing on the NSW Fair Trading website.

5. Response to the Proposed Condition Report (Schedule 2)

RIS Question 9: Do you think that the proposed condition report is easy to use?

RIS Question 10: Should any other feature be included in the condition report to help accurately describe the condition of the premises?

(a) How to Complete – Condition Report

(i) General Comment – How to Complete

In this “How to Complete” section, as a general comment, all references to the “landlord” should be immediately followed with “or the landlord’s agent”. This will ensure consistency and avoids confusion because, if the landlord engages an agent, it will be the landlord’s agent who completes the condition report.

(ii) Paragraph 1 – How to Complete

REINSW appreciates that the redrafting of this clause provides a higher level of clarity than in the existing condition report because it reflects the requirements of the Amendment Act. However, REINSW would like the Government to consider the readability of this clause, which is confusing when coupled with paragraph 4 in this section of the report. Both paragraphs refer to a different number of copies of the condition report, which appears confusing.

For the purpose of readability and clarity, REINSW recommends that paragraph 4 be lifted from its current positioning and relocated so that it is the new paragraph 2 (such that paragraph 2 becomes paragraph 3 and so forth). A repositioning of paragraph 4 so that it appears

immediately after paragraph 1 will assist with the ease of readership and use.

(iii) Paragraph 3 – How to Complete

REINSW recommends deleting “...if the tenant has agreed...” from this paragraph and inserting in its place “the tenant is required”. REINSW is concerned that the proposed drafting “...if the tenant has agreed...” suggests that a tenant has the right to refuse to make the relevant payment or the right to enter into a different agreement with the landlord. This could potentially cause confusion for both parties and even result in a breach by the tenant because they are statutorily bound to pay as per sections 88 and 89 of the Amendment Act.

(iv) Paragraph 6 – How to Complete

In this paragraph, the reference to “(see (d) above)” does not appear in the report. REINSW seeks clarification on whether this is an inadvertent drafting error and should be changed to ‘paragraph 4’ instead.

(v) Paragraph 7 – How to Complete

REINSW considers that photographs and videos are an important requirement to verify the condition of the premises and agrees that, if photographs/videos are taken, then they may form part of the condition report. However, REINSW believes that the method of verification by way of each party signing and dating each photo and video is impractical.

REINSW queries how a video can be signed, dated and attached to the report. In addition, both parties signing and dating each photograph is a time-consuming process, particularly where hundreds of photographs are attached to the report. REINSW is of the view that each party initialling each page with photos is a sufficient form of verification and that the date of the report is sufficient rather than dating every page with photos, particularly since those pages form part of the report.

REINSW also submits that this paragraph 7 should specify that landlords may distribute electronic versions of photos and videos rather than physically attach them to the report. Further, REINSW recommends that a note be included in paragraph 7 which states that if photos/videos have been provided to the tenant electronically, then they cannot be signed, dated or initialled.

(vi) Paragraph 8 – How to Complete

REINSW proposes that “the termination of the tenancy agreement” be replaced with “the tenant has vacated the premises” so that a final inspection can be carried out. REINSW strongly advocates for clarity within this paragraph 8 as a condition report cannot be completed until there is vacant possession of the premises.

What appears to be minor drafting changes to this paragraph has caused some concern for REINSW. In practice, the landlord is the first party to complete the condition report and so completes the copy they retain. The way the paragraph is drafted insinuates that the landlord and tenant should complete both the copy retained by the landlord and the copy retained by the tenant. REINSW would like this paragraph to clarify the accurate process whereby the landlord uses its retained copy to complete the report in the first instance unless there is a dispute, in which case the tenant can complete the copy that they retained.

(b) Important Notes - Paragraph (e) – Condition Report

From a timing perspective, REINSW believes that each party’s initial on each page of a printed attachment is sufficient to achieve the Government’s objective and reduces the time taken for each party to sign and date the printed attachments. On this note, REINSW recommends that “printed” be included immediately before “additional” and “attachments” in paragraph (e).

(c) Example of Condition Report

REINSW suggests that a guidance “Note” be included in this “Example” section of the report informing tenants that they should insert reasons where they disagree with a landlord’s opinion on the condition of an item. This supports the need for two physically separate reports because tenants need space on the report to be able to include reasons.

(d) Prescribed Example of Condition Report

REINSW acknowledges that this new format is a significant improvement from the existing prescribed report, both with respect to practicality and the inclusion of necessary items. However, REINSW notes that the report has omitted some key requirements/items, as discussed below, and requires additional changes to guide all parties in completing the form.

An example of the need for such guidance is in relation to what to do if an item in the report is not applicable to the relevant property (for example, should this item be crossed out completely or should ‘N/A’ be written beside the item?).

REINSW suggests that guidance on this be included in the “How to Complete” section of the report.

In response to question 9 of the RIS, REINSW acknowledges the industry must make changes as technological advances happen within the industry. These changes include new apps/programs for ingoing and outgoing inspections. Unfortunately, most of these apps/programs do not have the completed condition reports on the one page, side by side, as the current prescribed inspection report, but have the reports as a physically separate inspection report. Therefore, REINSW submits that the format of the condition reports needs to represent that both side by side ingoing and outgoing condition reports and a physically separate report of the ingoing and outgoing condition inspections are acceptable.

In response to question 10 of the RIS, whilst REINSW appreciates that the condition report is a prescribed form, REINSW recommends that parties use the prescribed version but also have the ability to expand and enhance it so that it accurately reflects the subject property. For instance, REINSW suggests that a row could be added where there may be different floor coverings (i.e., tiles and carpet).

The prescribed report does not include the ability to comment on, but parties should have the right to include, the following items in the report: window sills, security locks, door handles, shower rose, toilet bowls, bidets, cisterns (whether it is internal or external to the wall), kitchen pantries, kitchen cupboard doors, kitchen door handles and other items as detailed in this section below. REINSW requests that these items be included in the report because it is to the tenant’s benefit if they were included.

Another reason to include these additional items is to reflect the contents and structure of most properties. It is clear that not all rooms and areas of a property have been listed within the prescribed form. For this reason, REINSW recommends the inclusion of the separation between a lounge and family area, in order to accurately reflect a large majority of properties that have a second living space. It should also reflect the inclusion of staircase areas, a fourth bedroom and a separate toilet area/washroom.

REINSW also recommends that the following rooms and areas should be extracted from the “General” list of the condition report and added into a separate drop-down list in the same way that the other rooms are mentioned. This provides the parties with the opportunity to include a more detailed description of the contents and condition of these important rooms/areas:

- (i) **The Garage Area – Garage and Carport:** By including a separate list for the garage area, the parties have the opportunity to comment on the condition of the interior light switches/fittings, the ceilings and walls,

internal doors, power points, windows and windowsills, blinds, flyscreens, roller doors, motors and remotes, the floor coverings and skirting boards; and

- (ii) **The Front (and/or Rear) Exterior/Porch/Deck/Veranda:** This section should include external taps and irrigation systems, external light fittings, the roof, eaves, gutters, decking and veranda.

REINSW is also concerned that the categories that are listed in the proposed prescribed form are not exhaustive enough for the purpose of protecting the parties. Therefore, as abovementioned, REINSW recommends the report contain added detail by way of including other common items within properties. These include power points, heating and ventilation systems, flyscreens, ceiling fans (as separate from light fittings), shower recess, shower tracks, shower rose, light switches and the other common features of a property specified above in this section of the submission.

Not only does this capture common property inclusions, but more detail ultimately provides assurance for tenants and landlords as to the condition of properties, particularly in the course of tenancy disputes. It ensures clarity amongst the parties at the commencement of the tenancy and minimises disagreement at the conclusion of the tenancy period. It also avoids the need to dispute common tenancy matters on certain issues if they were accurately identified within the report.

Finally, with reference to the “Security/Safety” section on the bottom of page 39 of the Draft Regulation, REINSW recommends the following changes:

- (i) delete “smoke alarms” from this section because there is now a separate heading dealing with smoke alarms at the bottom of page 41 of the Draft Regulation; and
- (ii) “window locks” should be deleted and, instead, included in each section of the report because they may apply to each room.

(e) Minimum Standards – Condition Report

(i) Are the premises structurally sound?

REINSW remains strong on its position that landlords and tenants should not be required to determine whether a property is structurally sound, particularly as they have no qualification or experience in determining this. REINSW believes that a qualified professional is the appropriate person to determine whether a property is structurally sound.

(ii) Do the premises have adequate:

On a minor drafting note, REINSW proposes that, for the ease of readability, this question should be re-drafted to “Does the premises have adequate...”.

As it currently reads, if the property is not supplied with gas or electricity then the property is not fit for habitation for the purposes of section 52(1A) of the Amendment Act. However, if a property does not have a supply of electricity or gas this does not mean that it is not fit for habitation. The confusion here arises because the paragraphs under this question mostly reflect section 52(1A) and so the questions on the supply of gas/electricity should appear in a different section (as discussed further below).

While REINSW considers that the requirement for adequate natural or artificial lighting is reflective of section 52(1A)(b) of the Amendment Act, if there is no such lighting then that may not be a health hazard, structural defect or render the property uninhabitable. REINSW is aware that there are many properties with rooms that are built solely for the purpose of being ‘dark.’ For example, a photo dark room or media room. Further, internal bathrooms and internal laundries without windows are not purposefully built dark but their design has been approved by council. Accordingly, REINSW proposes that an exemption be included in the Draft Regulation so that section 52(1A)(b) of the Amendment Act does not apply to rooms that are intentionally or designed dark.

Further, REINSW requests the inclusion of the following additional exemptions in the Draft Regulation:

- A. an exemption from section 52(1A)(c) of the Amendment Act so that it does not apply where a council determines that there is adequate ventilation because it meets council codes/requirements;
- B. an exemption from section 52(1A)(g) of the Amendment Act so that it does not apply to premises where there are shared bathroom facilities because these types of facilities do not allow for privacy; and
- C. as previously mentioned, an exemption from section 52(1A)(f) of the Amendment Act so that it does not apply to properties which have laundries with no hot water taps. The properties are still fit for habitation as most washing machines on the market can still operate without a hot water tap.

On a related note, please refer to paragraph 4(l) for REINSW’s position on the need for a definition of “adequate” to be included in section 3 of the Draft Regulation.

Finally, REINSW recommends a restructure of this section of the report. The paragraph numbering is confusing as there are multiple paragraphs (a)-(c) throughout. Further, under the question “Are the premises:”, the paragraphs are unrelated to each other such that paragraph (c) should be a question in its own right and paragraphs (a) and (b) should be moved to a new section in the report immediately after the section entitled “Communication Facilities”. This new section should be called “Utilities” and the questions about whether there is a supply of electricity and gas should appear in this new section.

(f) Smoke alarms – Condition Report

Whilst REINSW appreciates the importance of including compliance for smoke alarms in the report, the questions posed in this section causes concern and REINSW recommends that they all be replaced with the following question:

*“Has a competent fire safety practitioner (within the meaning of the Environmental, Planning and Assessment Regulation 2000 (NSW)) tested and assessed all smoke alarms in the residential premises to be properly installed and in working order with all necessary batteries replaced?
Date of compliance certificate:_____”*

REINSW believes this question will achieve the desired outcome without having landlords (and property managers, if applicable) make such important determinations, without the requisite expertise and skill to install, test and maintain smoke alarms. It will encourage landlords to think about the issue and to engage Certified Professionals to do the compliance check as opposed to doing the assessment themselves.

REINSW’s concern with the two questions in the report appearing under the heading “Smoke Alarms” is that, where owners refuse to pay a yearly fee for Certified Professionals to carry out the assessment, REINSW asks the Government how landlords (and property managers, if applicable) are to determine whether smoke alarms have been:

- (i) installed “in accordance with the *Environmental Planning and Assessment Act 1979* (NSW) (including any regulations made under that Act)”; and
- (ii) tested and found to be in working order?

REINSW further asks the question how this is determined where strata is concerned where the owners' corporation is responsible for repairing and maintaining the smoke alarms in the residential premises?

REINSW's concern is increased by the requirement for laymen to test the smoke alarms. Just because a person may push a button which goes off when testing an alarm does not mean that the alarm is not faulty. That is not an adequate and sufficient test of determining whether an alarm can detect smoke nor does it mean that the alarm is not expired or requires a new battery.

REINSW reiterates its position that a Certified Professional should be required to issue a certificate of compliance (or non-compliance) annually to ensure regular and routine checking of smoke alarms. This will save lives and, as the Deputy State Coroner states in her report on the inquest into Miata Jibba's death, "*It is likely that if there were adequate smoke alarms fitted in the property, Miata's death could have been prevented*". Further to the argument, REINSW draws the Government's attention to paragraphs 80 and 81 of the report which states as follows:

- "80. *Had the house been fitted with a single basic working smoke alarm in the hallway, it is possible that Miata's parents or siblings would have heard it and that the entire family, including Miata would have had time to evacuate from the house safely. It would certainly have greatly improved Miata's chances of survival.*
81. *It is a massive tragedy that a few dollars spent on batteries could have saved Miata's life. Even a new unit, if necessary, could have been purchased at minimal expense. The smoke alarm requirements currently in place in NSW are not onerous, however it seems many people still fail to understand how important these devices are."*

REINSW's position is consistent with the recommendation made by the Deputy State Coroner in her report, whereby she recommended "*that consideration be given to a system where a Certificate of Compliance is included as part of the residential tenancy agreement for all residential dwellings certifying that the rental property has a valid smoke alarm(s) which comply with the current regulatory requirements. The Certificate of Compliance is to be certified by an appropriately qualified person in fire protection services and such certificate should certify the smoke alarm:*

- (i) has been properly installed in the correct location;*
- (ii) has been tested and cleaned in accordance with the manufacturer's instructions;*
- (iii) is working effectively; and*

(iv) *contains an attachment with a diagram of the location of each smoke alarm inside the rental property*".

In the interest of consumer safety, REINSW strongly insists that the Government implement this recommendation as well as REINSW's proposal set out in this paragraph 5(f).

(g) Other Safety Issues – Condition Report

Whilst REINSW understands the need for the requirement of disclosure to ensure the safety standards of the property, it has concern with the inclusion of sparking power points in the second question of this section.

REINSW recommends deleting this example from the question because landlords (and property managers, if applicable) are not building inspectors or electricians and so they cannot assess whether a power point sparks without possessing the requisite skill and expertise. For instance, REINSW draws the Government's attention to the circumstance where the electricity has been turned off during an inspection such that there are no visible hazards when it comes to sparking power points. If this example were to remain, REINSW seeks clarity on what happens in this circumstance.

REINSW's view is that this circumstance is an example which elevates the need for implementing the certificate of compliance regime which requires a qualified person to regularly inspect the property and issue a certificate of compliance, particularly since this circumstance requires landlords and property managers to put their safety at risk.

If the question were to remain, REINSW insists that it clarify that there is no need to plug something into each power point to determine whether it is faulty. To address this, REINSW recommends that the example of sparking power points be expanded to state "sparking power points where an appliance has been supplied by the landlord".

Further, to assist consumers completing the report, REINSW recommends a guidance "Note" be included in this section which states that if one of the questions is ticked 'Yes' then more detail on the issue should be identified within the body of the report.

(h) Signature Clauses – Condition Report

In order for ease of reference and to improve the user-friendliness of the condition report, REINSW suggests a prominent and more easily identifiable heading be included immediately above the signature blocks. Currently, the signing section is hidden under the heading "Furniture". In its proposed state,

if Government were to allow the current drafting to remain, landlords and tenants might miss the requirement to sign the document which could cause a greater tenancy dispute in the event that a matter of concern has been raised.

(i) Landlord’s Promise to Undertake Work – Condition Report

The guidance “Note” in this section refers to additional pages that should be signed by the parties. For consistency and for the reasons stated in paragraph 5(a)(v), REINSW proposes that the requirement should be for each party to initial the additional pages as opposed to signing them.

REINSW also notes that there is no requirement to date the additional pages. REINSW agrees with this approach and is of the view that all attachments (including photos) do not need to be dated because the report itself is dated, and the attachments form part of the report so they have the same date.

6. Conclusion

As mentioned throughout this submission, REINSW’s main priority focuses on ensuring that the rights of both tenants and landlords are upheld within the Draft Regulation, proposing fair and equitable outcomes throughout. With this in mind, REINSW’s recommendations aim to strengthen the rights of all parties involved by clearly outlining and defining their responsibilities and minimising costs, where applicable, in order to support the future of rental housing in New South Wales.

REINSW appreciates the opportunity to provide this Submission and would be pleased to discuss it further, if required.

Yours faithfully



Tim McKibbin
Chief Executive Officer

The Real Estate Institute of New South Wales Limited

Submission in response to the Domestic Violence Declaration Form

Date: 28 November 2018

To: Leona Fernandez
Policy Officer, Regulatory Policy, Real Estate and Housing
Better Regulation Division
Department of Finance, Services and Innovation

Delivered: By email to leona.fernandez@finance.nsw.gov.au

1. INTRODUCTION

This Submission has been prepared by The Real Estate Institute of New South Wales Limited (**REINSW**) and is in response to the draft Domestic Violence Declaration Form (**Form**) issued by the Department of Finance, Services and Innovation (**Department**) on 14 November 2018. This Submission has been prepared with the assistance of members of the Property Management Chapter Committee of REINSW. These members are licensed real estate professionals with experience and expertise in the residential property management area of real estate practice, which includes the leasing and management of residential properties.

To assist with the comments outlined in this Submission, please find **enclosed** an amended version of the Form, incorporating REINSW's suggestions in red text.

REINSW is appreciative that the Department has sought feedback from REINSW on the Form as part of developing the domestic violence tenancy reforms in New South Wales.

It is REINSW's hope that suggestions in this Submission will be implemented to create an improved residential tenancy system for New South Wales.

2. REINSW'S RESPONSE TO THE PROPOSED FORM

For convenience, the headings used in this section of the Submission reflect those used in the Form.

2.1 What is this Declaration About?

This section of the Form states that a signed declaration will allow the immediate termination of a tenant's tenancy under the *Residential Tenancies Act 2010* (NSW) (**Act**). However, clause 105C(1) of the Residential Tenancies Amendment (Review) Bill 2018 (NSW) (**Bill**) permits a termination date in a domestic violence termination notice to be a date which is *after* the date on which the notice is served. There may be reasons why a person in circumstances of domestic violence decides not to vacate the premises immediately and will, therefore, prefer a later termination date. REINSW proposes that this section of the Form be amended to reflect the ability of a notice to specify either immediate termination or a later date for termination.

2.2 Medical Practitioners – How to Complete this Declaration

REINSW understands that the intention of the notes is to assist medical practitioners to complete the Form. With this in mind, REINSW suggests that paragraph 1(a) in this section be revisited. It currently states that to provide a domestic violence declaration under the Act, a person must be a medical practitioner within the meaning of the *Health Practitioner Regulation National Law* (NSW) (**HPRNL**). Whilst REINSW acknowledges that this reflects the definition of a "competent person" in clause 105A of the Bill, it is of the view that the definition of "medical practitioner" in the HPRNL be used in the Form to clarify those who are permitted to complete it. To this end, REINSW recommends the drafting state that a person must be a medical practitioner registered under the HPRNL in the medical profession.

2.3 Part 1A: Insertion of a New Part

REINSW suggests that an additional part (Part 1A) be inserted immediately after Part 1 to include a space for the names of the principal tenant and any co-tenant(s), the name of the vacating tenant, the share of rent for each tenant as at the date of the Form and a forwarding address for future correspondence and communication (such as bond transfer forms) for those tenants that are terminating their tenancy. Given the serious nature of domestic violence, and the speed in which such situations need to be dealt with, REINSW is of the

opinion that the insertion of Part 1A will allow for practical considerations to be taken into account and, therefore, immediate steps to be taken - for instance, the rent payable by co-tenants continuing their tenancy can be considered quickly and all parties involved will have up-to-date records of service details to facilitate an efficient and easy communication process when dealing with a termination of tenancy on grounds of domestic violence.

2.4 Part 2: Details of the Person Seeking to Terminate their Tenancy (the Tenant)

REINSW suggests additional rows be included in the table to account for situations where there are multiple tenants seeking to terminate their tenancy in circumstances of domestic violence. Currently, there is only space for two tenants which is too limited.

REINSW would like to see the inclusion of a guidance note immediately under the table which flags to all parties that, despite the tenant(s) listed in the table seeking to terminate their tenancy, there may be co-tenants who are not in circumstances of domestic violence and whose tenancy will continue despite such termination. The note should also mention that any co-tenants continuing their tenancy will need to pay rent in accordance with clause 105D of the Bill. One of the benefits of including this note is that it will act as a guide for landlords and property managers in relation to what happens when these types of situations occur.

2.4 Part 3: Details of the Affected Person

There appears to be a drafting error in the question immediately beneath the heading. It currently reads "Who is the person/s A circumstances of domestic violence?". REINSW queries whether it should read "Who is the person(s) in circumstances of domestic violence?".

Once again, REINSW recommends more rows be included in the table in case there are numerous people experiencing domestic violence (for example, a tenant and their children).

Whilst REINSW is aware of the differences between Parts 2 and 3, it is concerned that people completing the Form may be confused by them. To avoid any potential confusion, REINSW recommends that the Form be amended to clarify the differences between the two Parts.

2.5 Part 5: Declaration by the Tenant

REINSW appreciates the importance of providing accurate and true information in the declaration and supports the penalties should false or misleading information be knowingly declared. With that in mind, REINSW does not consider this Part of the Form to be sufficient enough to minimise offences. Accordingly, REINSW recommends that the sentence immediately above the execution block be amended to read as follows:

"I acknowledge and understand that if I intentionally provide or make a false or misleading statement in this declaration then I am guilty of an offence under the Residential Tenancies Act 2010 (NSW) and that 2 years imprisonment or 100 penalty units, or both, may apply."

Please note that this acknowledgement more accurately reflects the penalty in clause 105H of the Bill, where both 2 years imprisonment and 100 penalty units may be the consequence of an offence. The warning in the box at the top of the declaration also needs to change to reflect the fact that both penalties may apply.

REINSW has concerns with the following statement in the declaration: "The information I have given, supplied or expressed to the medical practitioner and listed at Part 1 is not false or misleading and represents a true account of my circumstances". Firstly, this statement should apply to the whole Form and not be limited to Part 1 and, in this regard, REINSW notes that there may be a drafting error which is causing confusion. In any event, REINSW believes this

statement is not sufficient or effective enough and needs to be strengthened by way of a declaration by the tenant, declaring that they have not provided false or misleading information in any part of the Form.

REINSW recognises the possibility that a person might have been involved in domestic violence during a previous tenancy and are no longer in such circumstances in their existing tenancy. REINSW considers it a fair compromise for the Form to clarify that the tenant's circumstances are relevant to their existing tenancy and, accordingly, proposes the following declaration be included:

I declare that the circumstances of domestic violence occurred during the existing tenancy at.....(address of residential premises).

REINSW appreciates that the inclusion of the above declaration in Part 6 of the Form might not be possible due to doctor patient confidentiality but if that is not the case then REINSW recommends it also be included in Part 6.

Finally, given the serious nature of this declaration, REINSW recommends that the tenant complete it in front of a witness and that the witness be required to sign the Form.

2.6 Part 6: Declaration by Medical Practitioner

REINSW's comments above with respect to Part 5 in relation to the warning and proposed acknowledgement equally apply to Part 6.

In addition, REINSW would also like to see the medical practitioner declare that, in their professional opinion, they consider the circumstances of domestic violence occurred during the tenant's existing tenancy.

2.7 Declaration by Interpreter

Medical practitioners and tenants are likely to be unfamiliar with the qualifications required for interpreters to provide their services. Whilst the Form requires interpreters to include their relevant qualification, there is no guarantee that the stated qualification is recognised and respected by the profession. To avoid confusion, guarantee comfort and to ensure the tenant's interests are best protected in these circumstances, REINSW recommends that the interpreter's declaration prescribe a list of qualifications whereby the interpreter must select one that applies. REINSW is aware of a similar list of prescribed qualifications for interpreters used by the NSW Civil and Administrative Tribunal and suggests the Department approach the National Accreditation Authority for Translators and Interpreters for more guidance on this issue.

3. FINAL COMMENTS

REINSW's review of the Form has been very considered, maintaining a keen focus on providing fair and equitable outcomes for all parties involved. REINSW appreciates the opportunity to provide this Submission and welcomes discussion of the issues raised.

Yours sincerely



Tim McKibbin
Chief Executive Officer

DOMESTIC VIOLENCE DECLARATION FORM

What this declaration is about

This declaration will be used as evidence that a tenant is in circumstances of domestic violence. A signed declaration will allow the **immediate** termination of their tenancy under the *Residential Tenancies Act 2010* (the Act) **in accordance with the domestic violence termination notice prepared under section 105C of the Act.**

Medical practitioners - How to complete this declaration

- To be able to provide a domestic violence declaration under the Act, you must:
 - be a medical practitioner within the meaning of the *Health Practitioner Regulation National Law (NSW)* (**HPRNL**) i.e. **a person who is registered under the HPRNL in the medical profession**; and
 - have consulted with the affected person in the course of your professional practice as a medical practitioner. If the affected person is the tenant's dependent child, then your consultation should include the tenant.
- Before you complete this form, you will need to determine if the affected person is a victim of domestic violence during their current tenancy. To do this, you will need to establish:
 - who the affected person and the relevant domestic violence offender are;
 - whether the affected person is in a domestic relationship with the domestic violence offender; and
 - whether the affected person fears physical or mental harm if they remain living at or spending time at the residential premises because of violence and threatening behaviour, or behaviour that is coercive or controlling, arising from the domestic relationship with the domestic violence offender.
- You are not required to prove an incident of domestic violence has taken place. Your determination should be based on your professional observations and the information you have obtained (in your capacity as a medical practitioner) during your examination and/or consultation with the affected person.
- You must complete all parts of the declaration, except for Part 5 which the tenant must complete.
- It is an offence to knowingly provide false or misleading information in relation to the declaration or sign the declaration knowing that it is false or misleading. It is not an offence to make a declaration based on information that you believed to be true/factual at the time of making the declaration.
- Give the completed declaration to the tenant and keep a copy for your records.

PART 1: Medical practitioner making the declaration

First name		Last name	
Occupation or qualification			
General registration number for medical practitioners			
Business name of practice (if any)			
Business address			

Residential Tenancies Regulation 2010 - Standard form declaration

Division 3A, Part 5 of the *Residential Tenancies Act 2010* (NSW)

Part 1A: Details of Tenants and Co-Tenants

Set out the share of rent paid by each tenant and their future forwarding address for communication purposes.

	Share of Rent	Future Forwarding Address
Principal Tenant		
Tenant Leaving		
Co-Tenant		
Co-Tenant		
Co-Tenant		

PART 2: Details of the person seeking to terminate their tenancy (the tenant)

Set out the details of the person who is seeking to terminate their tenancy in circumstances of domestic violence

Family name	Given names	Date of birth	Residential address

Guidance note: Despite the tenant(s) listed in the table above seeking to terminate their tenancy, there may be co-tenants who are not in circumstances of domestic violence and whose tenancy will continue despite such termination. A co-tenant who is not a relevant domestic violence offender and who continues to occupy the residential premises after a domestic violence termination notice is given, is liable to pay rent in accordance with section 105D of the Act.

PART 3: Details of the affected person

Who is the person(s) in circumstances of domestic violence?

tenant only tenant and dependent child dependent child only

If applicable, details of the dependent child.

Family name	Given names	Date of birth	Residential address

PART 4: Relationship of affected person and relevant domestic violence offender

Section 5 of the *Crimes (Domestic and Personal Violence) Act 2007* sets out the types of relationships that are **domestic relationships** for the purposes of this declaration.

Select the type of domestic relationship the affected person/s **has** or **has had** with the relevant domestic violence offender.

The affected person and the domestic violence offender:

- are/have been (*select one*) married to each other
- are/have been (*select one*) in a de facto relationship with each other
- are/have been (*select one*) in an intimate personal relationship with each other, whether or not it is a sexual relationship
- are/have been (*select one*) in a relationship involving his or her dependence on the ongoing paid or unpaid care of the other person
- are/have been (*select one*) relatives
- live/have lived (*select one*) together in the same household
- live/have lived (*select one*) together as long-term residents in the same residential facility at the same time (excluding correctional and detention centres)
- in the case of an Aboriginal person or a Torres Strait Islander, are/have been (*select one*) part of the extended family or kin according to the Indigenous kinship system of the person's culture.

Residential Tenancies Regulation 2010 - Standard form declaration

Division 3A, Part 5 of the *Residential Tenancies Act 2010* (NSW)

PART 5: Declaration by the tenant

WARNING: Knowingly providing false or misleading information in this declaration is an offence. A penalty of 2 years imprisonment or 100 penalty units, or both, may apply.

I of (*address of residential premises*) am seeking to terminate my tenancy in circumstances of domestic violence.

I declare that the circumstances of domestic violence occurred during the existing tenancy at.....(*address of residential premises*).

I declare that.....(*name of the affected person/s*):

- is in a domestic relationship described at Part 4; and
- fears physical or mental harm if they remain living at the premises because of violent and threatening behaviour, or behaviour that coerces or controls, arising from the domestic relationship with the relevant domestic violence offender.

I declare that the information I have given, supplied or expressed to the medical practitioner in this form is not false or misleading and represents a true account of my circumstances.

Where the *affected person* is my dependent child:

- the child lives or spends time at the residential premises and is wholly or partly dependent on me for support
- I am not aware of or have reason to believe that the information my dependent child has given, supplied or expressed to the medical practitioner or myself is false or misleading.

I acknowledge and understand that if I intentionally provide or make a false or misleading statement in this declaration then I am guilty of an offence under the *Residential Tenancies Act 2010* (NSW) and that 2 years imprisonment or 100 penalty units, or both, may apply.

Full name

Signature

Date
DAY MONTH YEAR

In the Presence of:
Full name

of Witness

Signature

Date
DAY MONTH YEAR

Residential Tenancies Regulation 2010 - Standard form declaration

Division 3A, Part 5 of the *Residential Tenancies Act 2010* (NSW)

Please keep a copy of this form for your records.

PART 6: Declaration by medical practitioner

WARNING: Knowingly providing false or misleading information in this declaration is an offence. A penalty of 2 years imprisonment or 100 penalty units, or both, may apply.

I declare that:

I saw (*name of the tenant and affected person*)
on (*date of declaration*) in my professional capacity and
examined/consulted with them in person.

I declare that, in my professional opinion, the circumstances of domestic violence
occurred during the existing tenancy at (*address
of residential premises*).

On the basis of information obtained and observations made in the course of the
examination/consultation, I have formed the view that
(*name of the affected person/s*):

- is in a domestic relationship described at Part 4;
- fears physical or mental harm if they remain living at
(*address of residential premises*) because of violent and threatening behaviour, or
behaviour that coerces or controls, arising from the domestic relationship with the
relevant domestic violence offender; and

is therefore a victim of domestic violence.

In my professional opinion, I consider that (*name of the
tenant*):

- has a sufficient grasp of the English language to understand and complete the
declaration he or she is making, or
- does not have a sufficient grasp of the English language, and
 - I understand and speak the language which is the
same language spoken by the tenant and I am satisfied that the tenant
understands the declaration they are making, or
 - an interpreter was present (whether in person or via telephone)
(*interpreter to fill out separate declaration*).

I declare that the information I have given, supplied or expressed in this form is not false
or misleading.

I acknowledge and understand that if I intentionally provide or make a false or misleading
statement in this declaration then I am guilty of an offence under the *Residential
Tenancies Act 2010* (NSW) and that 2 years imprisonment or 100 penalty units, or both,
may apply.

Full name

Signature

Residential Tenancies Regulation 2010 - Standard form declaration

Division 3A, Part 5 of the *Residential Tenancies Act 2010* (NSW)

Date

DAY MONTH YEAR

Please keep a copy of this form and all attachments for your records.

Residential Tenancies Regulation 2010 - Standard form declaration

Division 3A, Part 5 of the *Residential Tenancies Act 2010* (NSW)

(SEPARATE DECLARATION FORM)

Declaration by interpreter

I declare that:

1. I am a qualified interpreter in [*name of language*]. My qualification to interpret is [*list a prescribed list of qualifications that the interpreter is to select as having completed*]. I am competent to interpret between the English language and the [*other*] language.
2. On [*date*] I attended the premises at [*address*] or I was present via telephone with [*name of the medical practitioner*] and [*name of tenant*] for the purpose of providing interpreting services to enable the tenant to make their declaration.
3. I spoke to the tenant in the [*name of language*] language and I established that this is [*his/her*] customary language.
4. Before the tenant signed the declaration, I truly interpreted, to the best of my skill and ability:
 - a. the questions that the medical practitioner asked the tenant
 - b. the answers the tenant gave in response to the questions asked by the medical practitioner
 - c. the contents of the declaration (annexed and marked 'A') which I read aloud to the tenant
 - d. the warning contained in the declaration.
5. Before the tenant made the declaration I truly interpreted, to the best of my skill and ability, the tenant's responses from the [*tenant's language*] to the English language.
6. I do not have a personal relationship with the tenant.
7. Other than payment for professional service, I receive no financial or other benefit from the matters to which the tenant's declaration relates.

Full name

Signature

Date

DAY MONTH YEAR

Please keep a copy of this form for your records.

Annexure C

The following pages include NSW Fair Trading's March 2020 version of the Condition Report

How to complete this report

1. Three copies, or one electronic copy, of this condition report should be completed and signed by the landlord or the landlord's agent.
2. Two copies, or one electronic copy, of the report, which have been completed and signed by the landlord or the landlord's agent, must be given to the tenant before or when the tenant signs the agreement. The landlord or landlord's agent keeps the third copy or an electronic copy.
3. Before the tenancy begins, the landlord or the landlord's agent must inspect the residential premises and record the condition of the premises by indicating whether the particular room item is clean, undamaged and working by placing "Y" (YES) or "N" (NO) in the appropriate column (see example below). Where necessary, comments should be included in the report. The landlord or the landlord's agent must also indicate "yes" or "no" in relation to the matters set out under the headings "Minimum standards", "Health issues", "Smoke alarms", "Other safety issues", "Communications facilities" and "Water usage charging and efficiency devices".
4. As soon as possible after the tenant signs the agreement, the tenant must inspect the residential premises and complete the tenant section of the condition report. The tenant indicates agreement or disagreement with the condition indicated by the landlord or landlord's agent by placing a "Y" (YES) or "N" (NO) in the appropriate column and by making appropriate comments on the form. The tenant may also comment on the matters under the headings "Minimum standards", "Health issues", "Smoke alarms", "Other safety issues", "Communication facilities" and "Water usage charging and efficiency devices".
5. The tenant must return one copy of the completed condition report, or a completed electronic copy, to the landlord or landlord's agent **within 7 days after taking possession of the residential premises** and is to keep the other copy or a completed electronic copy. The tenant is not required to do this if the landlord or landlord's agent has failed to give the tenant either two copies, or one electronic copy, of the completed condition report (see 2 above).

6. If photographs or video recordings are taken at the time the inspection is carried out, it is recommended that all photographs or video recordings are verified and dated by all parties. Any photographs should be attached to this condition report, in hard copy or electronically, under the heading "Photographs/video recordings of the premises". Any video recordings should be attached to this condition report electronically.
Note: Photographs and/or video recordings are not a substitute for accurate written descriptions of the condition of the premises.
7. At, or as soon as practicable after, the termination of the tenancy agreement, both the landlord or the landlord's agent and the tenant should complete the copy of the condition report that the landlord, landlord's agent or the tenant has retained, indicating the condition of the premises at the end of the tenancy. This should be done in the presence of the other party, unless the other party has been given a reasonable opportunity to be present and has not attended the inspection.
8. If the residential premises are separately metered for water and if the tenant is required to pay for water usage charges under the residential tenancy agreement, the landlord or landlord's agent must also indicate whether the residential premises has the required water efficiency measures.

Important notes about this report

- a) It is a requirement that a condition report be completed by the landlord or the landlord's agent and the tenant (see above). This condition report is an important record of the condition of the residential premises when the tenancy begins and may be used as evidence of the state of repair or general condition of the premises at the commencement of the tenancy. It is important to complete the condition report accurately. It may be vital if there is a dispute, particularly about the return of the rental bond money and any damage to the premises.

- b) At the end of the tenancy, the premises will be inspected and the condition of the premises at that time will be compared to that stated in the original condition report.
- c) A tenant is not responsible for fair wear and tear to the premises. Fair wear and tear is a general term for anything that occurs through ordinary use, such as the carpet becoming worn in frequently used areas. Intentional damage, or damage caused by negligence, is not fair wear and tear.
- d) A condition report must be filled out whether or not a rental bond is paid.
- e) If you do not have enough space on the report you can attach additional pages. All attachments should be signed and dated by all parties to the residential tenancy agreement.
- f) Call **NSW Fair Trading** on **13 32 20** or visit **fairtrading.nsw.gov.au** for more information about the rights and responsibilities of landlords and tenants or before completing the condition report.

Where to go for help when you are renting

1. NSW Fair Trading looks after your bond money, manages the renting laws that cover tenancy agreements, and can provide help with renting problems through the free tenancy complaint service.
Contact NSW Fair Trading at fairtrading.nsw.gov.au or call **13 32 20**.
Language assistance on **13 14 50** (*ask for an interpreter in your language*)
2. Your real estate agent or landlord (*record contact number here*):
3. Tenants' Advice and Advocacy Service at www.tenants.org.au

Schedule 2: Condition report

EXAMPLE CONDITION REPORT

		Condition of premises at START of tenancy					Condition of premises at END of tenancy										
		Clean		Undamaged		Working	Landlord /Agent Comments	Tenant agrees	Tenant comments	Clean		Undamaged		Working	Landlord/Agent and Tenant Comments	Tenant agrees	
		Y	N	Y	N					Y	Y	N	Y				N
ENTRANCE/HALL	front door/screen door /security door	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	walls/picture hooks	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	3 picture hooks	<input type="checkbox"/>	<input checked="" type="checkbox"/>	2 picture hooks	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	5 picture hooks
	doorway frames	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
	windows/screens/ window safety devices	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input checked="" type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
	ceiling/light fittings	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input checked="" type="checkbox"/>	stain on ceiling	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
	blinds/curtains	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
	lights/power points /door bell	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>		<input checked="" type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
	skirting boards	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
	floor coverings	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	carpet stain near window	<input type="checkbox"/>	<input type="checkbox"/>		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
	other	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

Condition report

THE TENANT/S RECEIVED A COPY OF THIS REPORT ON (DATE DD/MM/YY):

/ /

Address of premises:

		Condition of premises at START of tenancy						Condition of premises at END of tenancy										
		Clean		Undamaged		Working	Landlord /Agent Comments	Tenant agrees		Tenant comments	Clean		Undamaged		Working	Landlord/Agent and Tenant Comments	Tenant agrees	
		Y	N	Y	N			Y	Y		N	Y	N	Y			N	Y
ENTRANCE/HALL	front door/screen door /security door	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	
	walls/picture hooks	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	
	doorway frames	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	
	windows/screens/ window safety devices	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	
	ceiling/light fittings	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	
	blinds/curtains	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	
	lights/power points /door bell	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	
	skirting boards	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	
	floor coverings	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	
other	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>		
LOUNGE ROOM	walls/picture hooks	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	
	doors/doorway frames	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	
	windows/screens/ window safety devices	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	
	ceiling/light fittings	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	
	blinds/curtains	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	
	lights/power points	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	
	skirting boards	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	
floor coverings	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>		
other	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>		

Address of premises:

		Condition of premises at START of tenancy						Condition of premises at END of tenancy									
		Clean		Undamaged		Working	Landlord /Agent Comments	Tenant agrees	Tenant comments	Clean		Undamaged		Working	Landlord/Agent and Tenant Comments	Tenant agrees	
		Y	N	Y	N					Y	Y	N	Y				N
		Y	N	Y	N	Y	Y	N	Y	N	Y	N	Y	N	Y	N	
DINING ROOM	walls/picture hooks	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>
	doors/doorway frames	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>
	windows/screens/ window safety devices	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>
	ceiling/light fittings	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>
	blinds/curtains	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>
	lights/power points	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>
	skirting boards	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>
	floor coverings	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>
other	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	
KITCHEN	walls/picture hooks	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>
	doors/doorway frames	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>
	windows/screens/ window safety devices	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>
	ceiling/light fittings	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>
	blinds/curtains	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>
	lights/power points	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>
	skirting boards	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>
	floor coverings	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>
	cupboards/drawers	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>
	bench tops/tiling	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>
	sink/taps/disposal unit	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>
	stove top/hot plates	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>

Address of premises:

		Condition of premises at START of tenancy					Condition of premises at END of tenancy							
		Clean		Undamaged	Working	Landlord /Agent Comments	Tenant agrees	Tenant comments	Clean		Undamaged	Working	Landlord/Agent and Tenant Comments	Tenant agrees
		Y	N	Y	N		Y		N	Y	N	Y		N
KITCHEN	oven/griller	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	exhaust fan /range hood	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	dishwasher	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	other	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
BEDROOM 1	walls/picture hooks	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	built-in wardrobe /shelves	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	doors/doorway frames	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	windows/screens/ window safety devices	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	ceiling/light fittings	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	blinds/curtains	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	lights/power points	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	skirting boards	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	floor coverings	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	other	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
ENSUITE	walls/tiles	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	floor tiles /floor coverings	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	doors/doorway frame	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	windows/screens/ window safety devices	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	ceiling/light fittings	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	blinds/curtains	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	lights/power points	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Address of premises:

		Condition of premises at START of tenancy					Condition of premises at END of tenancy												
		Clean		Undamaged		Working	Landlord /Agent Comments	Tenant agrees		Tenant comments		Clean		Undamaged		Working	Landlord/Agent and Tenant Comments	Tenant agrees	
		Y	N	Y	N			Y	Y			N	Y	N	Y			N	Y
ENSUITE	bath/taps	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>
	shower/screen/taps	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>
	wash basin/taps	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>
	mirror/cabinet/vanity	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>
	towel rails	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>
	toilet/cistern/seat	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>
	toilet roll holder	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>
	heating/exhaust fan/vent	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>
other	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	
BEDROOM 2	walls/picture hooks	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>
	built-in wardrobe /shelves	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>
	doors/doorway frames	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>
	windows/screens/window safety devices	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>
	ceiling/light fittings	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>
	blinds/curtains	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>
	lights/power points	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>
	skirting boards	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>
	floor coverings	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>
other	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	
BED 3	walls/picture hooks	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>
	built-in wardrobe /shelves	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>

Address of premises:

		Condition of premises at START of tenancy						Condition of premises at END of tenancy										
		Clean		Undamaged		Working	Landlord /Agent Comments	Tenant agrees		Tenant comments	Clean		Undamaged		Working	Landlord/Agent and Tenant Comments	Tenant agrees	
		Y	N	Y	N			Y	Y		N	Y	N	Y			N	Y
		Y	N	Y	N	Y		Y	N		Y	N	Y	N	Y		N	
BEDROOM 3	doors/doorway frames	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	
	windows/screens/ window safety devices	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	
	ceiling/light fittings	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	
	blinds/curtains	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	
	lights/power points	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	
	skirting boards	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	
	floor coverings	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	
	other	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	
BATHROOM	walls/tiles	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	
	floor tiles /floor coverings	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	
	doors/doorway frames	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	
	windows/screens/ window safety devices	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	
	ceiling/light fittings	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	
	blinds/curtains	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	
	lights/power points	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	
	bath/taps	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	
	shower/screen/taps	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	
	wash basin/taps	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	
	mirror/cabinet/vanity	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	
	towel rails	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	
	toilet/cistern/seat	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	
toilet roll holder	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>		

Address of premises:

		Condition of premises at START of tenancy					Condition of premises at END of tenancy										
		Clean		Undamaged		Working	Landlord /Agent Comments	Tenant agrees	Tenant comments	Clean		Undamaged		Working	Landlord/Agent and Tenant Comments	Tenant agrees	
		Y	N	Y	N					Y	Y	N	Y				N
	heating/exhaust fan /vent	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>
	other	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>
LAUNDRY	walls/tiles	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>
	floor tiles /floor coverings	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>
	doors/doorway frames	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>
	windows/screens/ window safety devices	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>
	ceiling/light fittings	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>
	blinds/curtains	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>
	lights/power points	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>
	washing machine/taps	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>
	exhaust fan/vent	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>
	washing tub	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>
	dryer	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>
	other	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>
SECURITY/SAFETY	external door locks	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>
	window locks	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>
	keys/other security devices	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>
	security/alarm system	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>
	smoke alarms	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>
	electrical safety switch	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>
	other	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>

Address of premises:

	Condition of premises at START of tenancy					Condition of premises at END of tenancy										
	Clean		Undamaged		Working	Landlord /Agent Comments	Tenant agrees	Tenant comments	Clean		Undamaged		Working	Landlord/Agent and Tenant Comments	Tenant agrees	
	Y	N	Y	N					Y	Y	N	Y				N
GENERAL	heating/air conditioning	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>
	staircase/handrails	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>
	external television antenna/tv points	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>
	balcony/porch/deck	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>
	swimming pool	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>
	swimming pool fence/gate	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>
	gates/fences	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>
	grounds/garden	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>
	garden hose/fittings	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>
	watering system	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>
	lawns/edges	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>
	letter box/street number	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>
	water tanks /septic tanks	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>
	garbage bins	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>
	paving/driveways	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>
	clothesline	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>
	garage/carport /storeroom	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>
	garden shed	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>
	hot water system	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>
	gutters/downpipe	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>
other	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	

Address of premises:

Residential Tenancies Regulation Schedule 2: Condition report

MINIMUM STANDARDS

The landlord must indicate whether the following apply to the residential premises:

1. Are the premises structurally sound? Yes No

Note. Premises are structurally sound only if the-

- floors, ceilings, walls, supporting structures (including foundations), doors, windows, roof, stairs, balconies, balustrades and railings are-
 - i) in a reasonable state of repair, and
 - ii) are not liable to collapse because they are rotted or otherwise defective, and
- floors, ceiling, walls and supporting structures are not subject to significant dampness, and
- roof, ceilings and windows do not allow water penetration into the premises.

2. Does the premises have adequate:

- a) natural or artificial lighting in each room (excluding storage rooms or garages)? Yes No
- b) ventilation? Yes No
- c) electricity outlet sockets or gas outlet sockets for the supply of lighting and heating to the premises, and for the use of appliances in the premises? Yes No
- d) plumbing and drainage? Yes No

Utilities

3. Are the premises:
- a) supplied with electricity? Yes No
- b) supplied with gas? Yes No
- c) connected to a water supply service or infrastructure that supplies water (including, but not limited to, a water bore or water tank) that is able to supply to the premises hot and cold water for drinking and ablution and cleaning activities? Yes No

4. Does the premises contain bathroom facilities, including toilet and washing facilities that allow privacy for the user? Yes No

5. Does the tenant agree with all of the above? Yes No
If no, specify which items:

HEALTH ISSUES

The landlord must indicate whether the following apply to the residential premises:

- a) Are there any signs of mould and dampness? Yes No
- b) Are there any pests and vermin? Yes No
- c) Has any rubbish been left on the premises? Yes No
- d) Are the premises listed on the Loose-Fill Asbestos Insulation Register? Yes No

SMOKE ALARMS

The landlord must indicate the following:

1. Have smoke alarms been installed in the residential premises in accordance with the *Environmental Planning and Assessment Act 1979* (including any regulations made under that Act)? Yes No

2. Have all the smoke alarms installed on the residential premises been checked and found to be in working order? Yes No

Date last checked: / /

3. Have the removable batteries in all the smoke alarms been replaced within the last 12 months, except for removable lithium batteries? Yes N/A

Date batteries were last changed: / /

4. Have the batteries in all the smoke alarms that have a removable lithium battery been replaced in the period specified by the manufacturer of the smoke alarm? Yes N/A

Date batteries were last changed: / /

Note. Section 64A of the *Residential Tenancies Act 2010* provides that repairs to a smoke alarm (which includes a heat alarm) includes maintenance of a smoke alarm in working order by installing or replacing a battery in the smoke alarm.

OTHER SAFETY ISSUES

The landlord must indicate whether the following apply to the residential premises:

1. Are there any visible signs of damaged appliances (if appliances are included as part of the tenancy)? Yes No

2. Are there any visible hazards relating to electricity (e.g. a loose or damaged electricity outlet socket, loose wiring or sparking power points)? Yes No

3. Are there any visible hazards relating to gas (e.g. a loose or damaged gas outlet socket or an open-ended gas pipe or valve)? Yes No

4. Does the tenant agree with all of the above? Yes No
If no, specify which items:

Address of premises:

Residential Tenancies Regulation Schedule 2: Condition report

COMMUNICATION FACILITIES

The landlord must indicate whether the following facilities are available:

- a) a telephone line is connected to the residential premises Yes No
b) an internet line is connected to the residential premises Yes No

WATER USAGE CHARGING AND EFFICIENCY DEVICES

[only applicable if tenant pays water usage charges for the residential premises]

1. Are the residential premises separately metered? Yes No
2. The landlord must indicate the following:
a) all showerheads have a maximum flow rate of 9 litres per minute Yes No
b) on and from 23 March 2025, all toilets are dual flush toilets with a minimum 3 star rating in accordance with the WELS scheme Yes No
 N/A
c. all internal cold water taps and single mixer taps in kitchen sinks or bathroom hand basins have a maximum flow rate of 9 litres per minute Yes No
d. the premises have been checked and any leaking taps or toilets on the residential premises have been fixed Yes No

Date the premises were last checked to see if it is compliant with the water efficiency measures:

Water meter reading at START of tenancy: lph Date of reading:

Water meter reading at END of tenancy: lph Date of reading:

FURNITURE [If applicable - see attached list]

ADDITIONAL COMMENTS / INFORMATION

Additional comments on minimum standards, health issues, smoke alarms, other safety issues, communication facilities, water usage charging and efficiency devices (may be added by landlord or tenant, or both)

Approximate dates when work last done on residential premises

Installation repair or maintenance of smoke alarms:

Painting of premises (external):

Painting of premises (internal):

Flooring laid/replaced/cleaned:

LANDLORD'S PROMISE TO UNDERTAKE WORK: [If applicable]

The landlord agrees to undertake the following cleaning, repairs, additions or other work during the tenancy:

The landlord agrees to complete that work by:

Landlord/agent's signature:

Date:

Note. Further items and comments may be added on additional pages signed by the landlord/agent and the tenant and attached to this report.

PHOTOGRAPHS/VIDEO RECORDINGS OF THE PREMISES [Please attach – if applicable]

Address of premises:

Residential Tenancies Regulation Schedule 2: Condition report

SIGNATURE

Condition Report at START of tenancy

Landlord/agent's signature:

Tenant's signature:

Date:

Date:

Condition Report at END of tenancy

Landlord/agent's signature:

Tenant's signature:

Date:

Date: