

# RESIDENTIAL TENANCY AGREEMENT

(New South Wales)

*Residential Tenancies Act 2010 (NSW)*

House: \_\_\_\_\_

Address: \_\_\_\_\_

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## 1. PARTIES

### Landlord (Lessor):

Full legal name: \_\_\_\_\_

Address for service: 445-455 Liverpool rd., Ashfield, NSW 2131

**Phone:** 1300 304 281

**Email:** [admin1@mltaustralia.com.au](mailto:admin1@mltaustralia.com.au)

### Tenant (Lessee):

Full legal name(s): \_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

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## 2. PREMISES

The landlord rents to the tenant the residential premises located at:

\_\_\_\_\_

Including all fixtures, fittings, and any inclusions listed in the **Condition Report** forming part of this agreement.

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## 3. TERM OF AGREEMENT

**Fixed-term agreement**

Commencement date: \_\_\_\_\_

End date: \_\_\_\_\_

**Periodic agreement** (if applicable after the fixed term)

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#### 4. RENT

Rent payable: \_\_\_\_\_

Rent must be paid: \_\_\_\_\_

Weekly  Fortnightly  Monthly

Rent due on: \_\_\_\_\_

Method of payment:

Electronic transfer  Cash  Other: **we accept both Cash and Bank Transfer**

The landlord must provide a rent receipt if rent is paid in cash.

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#### 5. RENT BOND

Bond:

The bond must be paid before the tenancy starts and will be lodged with **NSW Fair Trading (Rental Bonds Online)** in accordance with the law.

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#### 6. USE OF PREMISES

- The premises must be used **only for residential purposes**.
  - The tenant must not use the premises for any illegal purpose.
  - The tenant must not cause or permit nuisance or interference with neighbours.
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#### 7. UTILITIES AND SERVICES

~~The tenant is responsible for payment of all usage charges for services separately metered to the premises, including:~~

Electricity  Gas  Water usage  Internet: **All Bills Included**

The landlord is responsible for council rates, land tax, and any charges not legally payable by the tenant.

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#### 8. MAINTENANCE AND REPAIRS

- The landlord must maintain the premises in a **reasonable state of repair**, having regard to the age and condition of the property.

- The tenant must notify the landlord as soon as practicable of any damage or need for repairs.
  - The tenant must not make alterations, additions, or renovations without the landlord's **prior written consent**.
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## 9. ACCESS AND INSPECTIONS

The landlord or agent may enter the premises in case of emergencies, and to check on students.

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## 11. SMOKE ALARMS

The landlord warrants that smoke alarms are installed and maintained in accordance with NSW legislation.

The tenant must notify the landlord if a smoke alarm is not working.

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## 12. SUBLETTING AND ASSIGNMENT

The tenant must not sublet or transfer the tenancy without the landlord's **written consent**, except as permitted by law.

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## 13. TERMINATION

This agreement may be terminated only in accordance with the **Residential Tenancies Act 2010 (NSW)**, including required notice periods for termination by either party.

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## 14. ADDITIONAL TERMS (if any)

(Any additional terms must comply with NSW tenancy laws)

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## 15. GOVERNING LAW

This agreement is governed by the laws of **New South Wales**.

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## 16. SIGNATURES

### Landlord / Agent

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Date: \_\_\_\_\_

### Tenant

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Date: \_\_\_\_\_

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### Important Note

For full legal compliance, NSW Fair Trading recommends attaching:

- **Smoke Alarm Information**

## **SMOKE ALARM INFORMATION**

**(New South Wales – Residential Tenancies Act 2010)**

### **1. LANDLORD RESPONSIBILITIES**

The landlord must ensure that:

- Smoke alarms are **installed in the residential premises** in accordance with NSW legislation.
- Smoke alarms are **in working order** at the start of the tenancy.
- Smoke alarms are **maintained and repaired** as required during the tenancy (except where the tenant is responsible due to misuse or damage).

Smoke alarms must be installed:

- On each level of the premises
- Between sleeping areas and the rest of the property

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### **2. TENANT RESPONSIBILITIES**

The tenant must:

- Test smoke alarms **at least once every 12 months** (or as reasonably required).
- Replace smoke alarm batteries (if the alarm uses replaceable batteries) during the tenancy.
- Notify the landlord or agent **as soon as practicable** if a smoke alarm is not working or is defective.
- Not remove, disable, or damage any smoke alarm.

The tenant must not install or remove batteries if the smoke alarm is a **hard-wired or sealed unit**.

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### 3. TYPES OF SMOKE ALARMS

Smoke alarms may be:

- Battery-operated
- Hard-wired (connected to mains power)
- Sealed 10-year lithium battery alarms

The landlord is responsible for replacing smoke alarms that are:

- Faulty
  - Expired
  - Beyond repair
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### 4. AT THE END OF THE TENANCY

The tenant must leave smoke alarms:

- Properly installed
  - In working condition
  - With batteries fitted (where applicable), excluding fair wear and tear
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### 5. COMPLIANCE

Failure to comply with smoke alarm requirements may result in penalties under NSW law.

This information is provided in accordance with the **Residential Tenancies Act 2010 (NSW)** and relevant fire safety legislation.

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