

Schedule 2 - Residential Premises Condition Report

Residential Tenancies Regulation 2019

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 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 **www.fairtrading.nsw.gov.au** for more information about the rights and responsibilities of landlords and tenants or before completing the condition report.

Please note: If the Tenant does not return a signed copy of the Condition Report to the Landlord/Agent the Tenant will be taken to have accepted the information contained in the Condition Report as true and correct.

EXAMPLE CONDITION REPORT

		CONDITION OF PREMISES AT START OF TENANCY					
		Clean Undamaged Working			Landlord/Agent Comments		
					Tenant Agrees 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
	Doorway frames	Y	Y	Y		Y	
	Windows/screens/window safety devices	Y	Y	Y		Y	
	Ceiling/light fittings	Y	Y	Y		N	Stain on ceiling
	Blinds/curtains	Y	Y	Y		Y	
	Lights/power points/door bell	Y	Y	Y		Y	
	Skirting boards	Y	Y	Y		Y	
	Floor coverings	N	Y		Carpet stain near window	Y	

Address of Premises:

Name of Tenant/s:

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

		CONDITION OF PREMISES AT <u>START</u> OF TENANCY										CONDITION OF PREMISES AT <u>END</u> OF TENANCY									
		Clean Undamaged Working					Tenant Agrees					Clean Undamaged Working					Tenant Agrees				
		Landlord/Agent Comments					Tenant Comments					Landlord/Agent Comments					Tenant Comments				
ENTRANCE / HALL	Front door/screen door/security door																				
	Walls/picture hooks																				
	Doorway frames																				
	Windows/screens/window safety devices																				
	Ceiling/light fittings																				
	Blinds/curtains																				
	Lights/power points/door bell																				
	Skirting boards																				
	Floor coverings																				
Other																					
LOUNGE ROOM	Walls/picture hooks																				
	Doors/doorway frames																				
	Windows/screens/window safety devices																				
	Ceiling/light fittings																				
	Blinds/curtains																				
	Lights/power points																				
	Skirting boards																				
	Floor coverings																				
	Television points																				
	Heating																				
	Other																				
	DINING ROOM	Walls/picture hooks																			
Doors/doorway frames																					
Windows/screens/window safety devices																					
Ceiling/light fittings																					
Blinds/curtains																					
Lights/power points																					
Skirting boards																					
Floor coverings																					
Television points																					
Heating																					
Other																					

		CONDITION OF PREMISES AT <u>START</u> OF TENANCY					CONDITION OF PREMISES AT <u>END</u> OF TENANCY											
		Clean Undamaged Working	Landlord/Agent Comments			Tenant Agrees	Tenant Comments			Clean Undamaged Working	Landlord/Agent Comments			Tenant Agrees	Tenant Comments			
KITCHEN	Walls/picture hooks																	
	Doors/doorway frames																	
	Windows/screens/window safety devices																	
	Ceiling/light fittings																	
	Blinds/curtains																	
	Lights/power points																	
	Skirting boards																	
	Floor coverings																	
	Cupboards/drawers																	
	Bench tops/tiling																	
	Sink/taps/disposal unit																	
	Stove top/hot plates																	
	Oven/griller																	
	Exhaust fan/range hood																	
	Dishwasher																	
Refrigerator																		
Other																		
BEDROOM 1	Walls/picture hooks																	
	Built-in wardrobe/shelves																	
	Doors/doorway frames																	
	Windows/screens/window safety devices																	
	Ceiling/light fittings																	
	Blinds/curtains																	
	Lights/power points																	
	Skirting boards																	
	Floor coverings																	
	Other																	
ENSUITE	Walls/tiles																	
	Floor tiles/floor coverings																	
	Doors/doorway frame																	
	Windows/screens/window safety devices																	
	Ceiling/light fittings																	
	Blinds/curtains																	
	Lights/power points																	
	Bath/taps																	
	Shower/screen/taps																	
	Wash basin/taps																	
	Mirror/cabinet/vanity																	
	Towel rails																	
	Toilet/cistern/seal																	
	Toilet roll holder																	
	Heating/exhaust fan/vent																	
Other																		

		CONDITION OF PREMISES AT <u>START</u> OF TENANCY						CONDITION OF PREMISES AT <u>END</u> OF TENANCY							
		Clean Undamaged Working			Landlord/Agent Comments	Tenant Agrees	Clean Undamaged Working			Landlord/Agent Comments	Tenant Agrees	Clean Undamaged Working			Tenant Comments
BEDROOM 2	Walls/picture hooks														
	Built-in wardrobe/shelves														
	Doors/doorway frames														
	Windows/screens/window safety devices														
	Ceiling/light fittings														
	Blinds/curtains														
	Lights/power points														
	Skirting boards														
	Floor coverings														
	Other														
BEDROOM 3	Walls/picture hooks														
	Built-in wardrobe/shelves														
	Doors/doorway frames														
	Windows/screens/window safety devices														
	Ceiling/light fittings														
	Blinds/curtains														
	Lights/power points														
	Skirting boards														
	Floor coverings														
	Other														
BATHROOM	Walls/tiles														
	Floor tiles/floor coverings														
	Doors/doorway frames														
	Windows/screens/window safety devices														
	Ceiling/light fittings														
	Blinds/curtains														
	Lights/power points														
	Bath/taps														
	Shower/screen/taps														
	Wash basin/taps														
	Mirror/cabinet/vanity														
	Towel rails														
	Toilet/cistern/seat														
	Toilet roll holder														
	Heating/exhaust fan/vent														
Other															

		CONDITION OF PREMISES AT <u>START</u> OF TENANCY					CONDITION OF PREMISES AT <u>END</u> OF TENANCY				
		Clean Undamaged Working			Landlord/Agent Comments	Tenant Agrees	Clean Undamaged Working			Landlord/Agent Comments	Tenant Agrees
OTHER ROOM	Walls/picture hooks										
	Built-in wardrobe/shelves										
	Doors/doorway frames										
	Windows/screens/window safety devices										
	Ceiling/light fittings										
	Blinds/curtains										
	Lights/power points										
	Skirting boards										
	Floor coverings										
	Other										
TOILET	Walls										
	Doors/doorway frames										
	Windows/screens/window safety devices										
	Ceiling/light fittings										
	Blinds/curtains										
	Lights/power points										
	Skirting boards										
	Floor coverings										
	Toilet/cistern/seat										
	Toilet roll holder										
	Wash basin/taps										
	Mirror/cabinet/vanity										
	Towel rails										
	Other										
LAUNDRY	Walls/tiles										
	Floor tiles/floor coverings										
	Doors/doorway frames										
	Windows/screens/window safety devices										
	Ceiling/light fittings										
	Blinds/curtains										
	Lights/power points										
	Washing machine/taps										
	Exhaust fan/vent										
	Washing tub/taps										
	Dryer										
Other											
SECURITY / SAFETY	External door locks										
	Window locks										
	Keys										
	Other security devices										
	Security/alarm system										
	Smoke alarms										
	Electrical safety switch										
	Other 1										
	Other 2										

		CONDITION OF PREMISES AT <u>START</u> OF TENANCY					CONDITION OF PREMISES AT <u>END</u> OF TENANCY						
		Clean Undamaged Working				Tenant Agrees	Tenant Comments	Clean Undamaged Working				Tenant Agrees	Tenant Comments
GARAGE	Walls/picture hooks												
	Built-in bench/shelves												
	Doors/doorway frames												
	Windows/screens/window safety devices												
	Ceiling/light fittings												
	Blinds/curtains												
	Lights/power points												
	Skirting boards												
	Floor coverings												
	Other												
GENERAL	Heating/air conditioning												
	Staircase/handrails												
	External television antenna/TV points												
	Balcony/porch/deck												
	Swimming pool												
	Swimming pool fence/gate												
	Gates/fences												
	Grounds/garden												
	Garden hose/fittings												
	Watering system												
	Lawns/edges												
	Letter box/street number												
	Water tanks/septic tanks												
	Garbage bins												
	Paving/driveways												
	Clothesline												
	Carport/storeroom												
	Garden shed												
	Hot water system												
	Gutters/downpipe												
	Outside lights												
	External walls/doors												
	External eaves/fascias												
Other													
OTHER													

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.

Do 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

Do 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 ☐ No ☐ 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 ☐ No ☐ 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 ☐ 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:

Water meter location:

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 / AGENT'S PROMISE TO UNDERTAKE WORK [Delete if not required]

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

The Landlord/Agent agrees to complete that work by:

Landlord/Agent's Signature: Date:

FURNITURE LIST [if insufficient space, attach schedule]

SIGNATURES AT THE START OF TENANCY

Landlord/Agent's Signature: Date:

Tenant's Signature: Date:

SIGNATURES AT THE END OF TENANCY

Landlord/Agent's Signature: Date:

Tenant's Signature: Date:

- Notes.
- Further items and comments may be added on additional pages signed by the landlord/agent and the tenant and attached to this report.
 - Where it is indicated that smoke alarms are 'undamaged' and/or 'working', it confirms only that at the time of inspection, each smoke alarm's sounder was working.
 - A question mark ('?') entered against an item in this form means 'Could not be determined on inspection' unless the Landlord's/Agent's comments for that item indicate another meaning.

PHOTOGRAPHS/VIDEO RECORDINGS OF THE PREMISES [Please attach]