# RESIDENTIAL SUBTENANCY AGREEMENT

#### **REKRO PTY LTD**

Student Housing Assistance Program
September 3, 2025

**Empowering Tenants with Transparent Housing Solutions** 

#### STANDARD FORM AGREEMENT

**Residential Tenancies Regulation 2019 Schedule 1** 

(Clause 4(1))

## **IMPORTANT INFORMATION**

Please read this before completing the residential subtenancy agreement (the Agreement).

## **Legal Document**

This form is your written record of your subtenancy agreement. This is a binding contract under the **Residential Tenancies Act 2010**, so please read all terms and conditions carefully.

#### **Get Advice**

If you need advice or information on your rights and responsibilities, please call **NSW Fair Trading** on 13 32 20 or visit nsw.gov.au/fair-trading before signing the Agreement.

#### **Additional Items**

If you require extra space to list additional items and terms, attach a separate sheet. All attachments should be signed and dated by both the sublandlord or the sublandlord's agent and the subtenant to show that both parties have read and agree to the attachments.

# **Required Documents**

The sublandlord or the sublandlord's agent must give the subtenant:

- A copy of the signed Agreement and any attachments
- Two copies or one electronic copy of the completed condition report
- A copy of the Tenant Information Statement published by NSW Fair Trading

#### **Subtenancy Nature**

This agreement is a subtenancy. The sublandlord (REKRO PTY LTD) is the tenant under the head lease with the landlord and is responsible to the landlord for all obligations under the head lease. The subtenant agrees to be bound by all terms of the head lease as if they were the tenant, and the sublandlord has the rights of a landlord under this subtenancy.

PARTY DETAILS
THIS AGREEMENT WAS MADE ON AT
BETWEEN
Sublandlord Information
Name: REKRO PTY LTD
<b>ABN:</b> 73675897417
Address: UNSW FOUNDERS Level 1/ Hilmer Building /MCIC UNSW 2032
Telephone:
Other Contact Details:
State/Territory/Country (if not in NSW):

Address for Service of Notices (can be an agent's address):
• Address:
• Suburb: State: Postcode:
Subtenant Information
Subtenant Name (1):
Subtenant Name (2):
Subtenant Name (3):
All Other Subtenants:
Address for Service of Notices (if different to residential premises):
• Address:
• Suburb: State: Postcode:
Contact Details:
LEASE TERMS
Term of Agreement
□ 6 months
□ 12 months
□ 2 years
□ Other (please specify):
☐ Periodic (no end date)
Starting on: // and ending on: // (Cross out if not applicable)
<b>Note:</b> For a residential subtenancy agreement having a fixed term of more than 3 years, the agreement must be annexed to the form approved by the Registrar-General for registration under the Real Property Act 1900.
Residential Premises
The residential premises are the room: [Room Number/Description] at [Full Property Address]
<b>The residential premises include:</b> [List furnishings if furnished, e.g., bed, desk, wardrobe. Attach additional pages if necessary.]
Furnished: ☐ Yes ☐ No
<b>Bills Included:</b> $\square$ Yes (water, electricity, gas, internet) $\square$ No (subtenant responsible for share of bi
<b>Note:</b> If more than one subtenant per room, rent and bills will be reviewed and adjusted upon application to reflect shared occupancy.
RENT DETAILS
The rent is: \$
Rent must be paid per: □ week □ fortnight □ Other:
Day rent must be paid:
Date first rent payment is due: //
<b>Note:</b> The sublandlord must not require the subtenant to pay more than 2 weeks rent in advance under this agreement.
Payment Method
Rent must be paid by:

Rent must be paid by:

☐ Approved electronic bank transfer (such as direct debit, bank transfer or BPAY)

☐ Other:
<b>Note:</b> The sublandlord must offer the subtenant the ability to pay rent by an approved electronic bank transfer method. The electronic bank transfer method must be free of charge to the subtenant, other than charges ordinarily imposed by the subtenant's bank.
Details of payment method:
The subtenant agrees to provide card details for record and payment purposes: [Placeholder for card details]
RENTAL BOND
(Cross out if there is not going to be a bond)
A rental bond of: \$ must be paid by the subtenant on signing this agreement.
The subtenant provided the rental bond amount to:  ☐ the sublandlord or another person, or  ☐ the sublandlord's agent
OCCUPANCY AND REPAIRS
Maximum Number of Occupants
No more than persons may ordinarily live in the room at any one time.
Urgent Repairs
Nominated tradespeople for urgent repairs:
Electrical repairs: Telephone: Plumbing repairs: Telephone: Other repairs: Telephone:
Plumbing repairs: Telephone: Other repairs: Telephone:
Plumbing repairs: Telephone: Other repairs: Telephone:
Plumbing repairs: Telephone: Other repairs: Telephone:  UTILITIES AND SERVICES
Plumbing repairs: Telephone: Other repairs: Telephone:  UTILITIES AND SERVICES  Water Usage
Plumbing repairs: Telephone: Other repairs: Telephone:  UTILITIES AND SERVICES  Water Usage  Will the subtenant be required to pay separately for water usage? □ Yes □ No
Plumbing repairs:Telephone: Other repairs:Telephone:  UTILITIES AND SERVICES  Water Usage  Will the subtenant be required to pay separately for water usage? □ Yes □ No  If yes, see clauses 12 and 13.
Plumbing repairs: Telephone: Other repairs: Telephone:  UTILITIES AND SERVICES  Water Usage Will the subtenant be required to pay separately for water usage? □ Yes □ No  If yes, see clauses 12 and 13.  Utilities
Plumbing repairs: Telephone: Other repairs: Telephone:  UTILITIES AND SERVICES  Water Usage Will the subtenant be required to pay separately for water usage? □ Yes □ No  If yes, see clauses 12 and 13.  Utilities  Is electricity supplied to the premises from an embedded network? □ Yes □ No
Plumbing repairs:Telephone: Other repairs:Telephone:  UTILITIES AND SERVICES  Water Usage Will the subtenant be required to pay separately for water usage? □ Yes □ No  If yes, see clauses 12 and 13.  Utilities  Is electricity supplied to the premises from an embedded network? □ Yes □ No  Is gas supplied to the premises from an embedded network? □ Yes □ No  For more information on consumer rights if electricity or gas is supplied from an embedded network
Plumbing repairs: Telephone: Other repairs: Telephone:  UTILITIES AND SERVICES  Water Usage Will the subtenant be required to pay separately for water usage? □ Yes □ No  If yes, see clauses 12 and 13.  Utilities Is electricity supplied to the premises from an embedded network? □ Yes □ No  Is gas supplied to the premises from an embedded network? □ Yes □ No  For more information on consumer rights if electricity or gas is supplied from an embedded network contact NSW Fair Trading.
Plumbing repairs: Telephone: Other repairs: Telephone: UTILITIES AND SERVICES  Water Usage Will the subtenant be required to pay separately for water usage?   Yes   No  If yes, see clauses 12 and 13.  Utilities Is electricity supplied to the premises from an embedded network?   Yes   No  Is gas supplied to the premises from an embedded network?   Yes   No  For more information on consumer rights if electricity or gas is supplied from an embedded network contact NSW Fair Trading.  Smoke Alarms Indicate whether the smoke alarms installed in the residential premises are hard-wired or battery operated:   Hard-wired smoke alarms

If the smoke alarms are hard-wired, are the back-up batteries in the smoke alarms of a kind the subtenant can replace? $\square$ Yes $\square$ No
If yes, specify the type of back-up battery:
If the Strata Schemes Management Act 2015 applies to the residential premises, is the owners corporation of the strata scheme responsible for the repair and replacement of smoke alarms in the residential premises? $\square$ Yes $\square$ No
Strata By-laws
Are there any strata or community scheme by-laws applicable to the residential premises? $\Box$ Yes $\Box$ No
If yes, see clauses 38 and 39.
ELECTRONIC COMMUNICATIONS
(Cross out if not applicable)
Sublandlord
Does the sublandlord give express consent to the electronic service of notices and documents? $\square$ Yes $\square$ No
If yes, see clause 50.
Email address for service:
Subtenant
Does the subtenant give express consent to the electronic service of notices and documents? $\Box$ Yes $\Box$ No
If yes, see clause 50.
Email address for service:

## **CONDITION REPORT AND TENANCY LAWS**

# **Condition Report**

A condition report relating to the condition of the premises must be completed by or on behalf of the sublandlord before or when this agreement is given to the subtenant for signing.

## **Tenancy Laws**

The **Residential Tenancies Act 2010** and the **Residential Tenancies Regulation 2019** apply to this agreement. Both the sublandlord and the subtenant must comply with these laws.

# THE AGREEMENT - TERMS AND CONDITIONS

### 1. RIGHT TO OCCUPY THE PREMISES

The sublandlord agrees that the subtenant has the right to occupy the residential premises during the subtenancy. The residential premises include the additional things (if any) noted under 'Residential premises' on page 2 of this agreement.

## 2. COPY OF AGREEMENT

The sublandlord agrees to give the subtenant:

1. a copy of this agreement before or when the subtenant gives the signed copy of the agreement to the sublandlord or sublandlord's agent, and

2. a copy of this agreement signed by both the sublandlord and the subtenant as soon as is reasonably practicable.

## 3. RENT - SUBTENANT OBLIGATIONS

The subtenant agrees:

- 1. to pay rent on time, and
- 2. to reimburse the sublandlord for the cost of replacing rent deposit books or rent cards lost by the subtenant, and
- 3. to reimburse the sublandlord for the amount of any fees paid by the sublandlord to a bank or other authorised deposit-taking institution as a result of funds of the subtenant not being available for rent payment on the due date, and
- 4. that the rent payment method may only be changed by agreement between the sublandlord and the subtenant.

#### 4. RENT - SUBLANDLORD OBLIGATIONS

The sublandlord agrees:

- 1. to not require the subtenant to pay more than 2 weeks rent in advance or to pay rent for a payment period before the end of the previous payment period, and
- 2. to offer the subtenant the option to pay rent by an approved electronic bank transfer method or by Centrepay and, if chosen by the subtenant, to enable payment by that method, and
- 3. to not charge fees or pass on costs incurred for the payment of rent by an approved electronic bank transfer method or by Centrepay, and
- 4. that the rent payment method may only be changed by agreement between the sublandlord and the subtenant, and the sublandlord will not refuse if the subtenant requests to change to an approved electronic bank transfer method or to Centrepay, and
- 5. to not require the subtenant to pay rent by a cheque or other negotiable instrument that is post-dated, and
- 6. to accept payment on unpaid rent after the sublandlord has given a termination notice on the ground of failure to pay rent if the subtenant has not vacated the residential premises, and
- 7. if rent is paid by cheque to make a rent receipt available for collection by the subtenant, to post it to the residential premises or to send it by email to an email address specified in this agreement by the subtenant for the service of documents of that kind, and
- 8. if rent is not paid by cheque and is paid in person to give a rent receipt to the subtenant, and
- 9. to keep a record of rent paid under this agreement and to provide a written statement showing the rent record for a specified period within 7 days of a request by subtenant, unless the sublandlord has previously provided a statement for the same period.

**Note:** The requirements relating to Centrepay do not apply to a residential subtenancy agreement until a date notified in the Gazette by the Minister for Better Regulation and Fair Trading.

# 5. RENT INCREASES - NOTICE PERIOD

The sublandlord and the subtenant agree that the rent cannot be increased, unless the sublandlord gives not less than 30 days written notice of the increase to the subtenant. The notice must specify the increased rent and the day from which it is payable.

#### 6. RENT INCREASES - FREQUENCY LIMITATION

The sublandlord and the subtenant agree that the rent may not be increased more than once in any 12-month period or after lease period whichever is smaller.

**Note:** The period of 12 months includes the time during which a previous residential subtenancy agreement was in force if:

- this agreement is a renewal or replacement of the previous agreement, and
- the sublandlord and at least one subtenant are the same for both agreements, and

• under the previous agreement, the subtenant occupied the residential premises immediately before the start of this agreement.

## 7. RENT INCREASES - GENERAL PROVISIONS

The sublandlord and the subtenant agree:

- 1. that the increased rent is payable from the day specified in the notice, and
- 2. that the sublandlord may cancel or reduce the rent increase by a later notice that takes effect on the same day as the original notice, and
- 3. that increased rent under this agreement is not payable unless the rent is increased in accordance with this agreement and the Residential Tenancies Act 2010 or by the Civil and Administrative Tribunal.

#### 8. RENT REDUCTIONS - AUTOMATIC ABATEMENT

The sublandlord and the subtenant agree that the rent abates if the residential premises:

- 1. are destroyed, or become wholly or partly uninhabitable, otherwise than as a result of a breach of this agreement, or
- 2. cease to be lawfully usable as a residence, or
- 3. are compulsorily appropriated or acquired by an authority.

#### 9. RENT REDUCTIONS - VOLUNTARY

The sublandlord and the subtenant may, at any time during this agreement, agree to reduce the rent payable.

#### 10. CHARGES PAYABLE BY SUBTENANT

The subtenant agrees to pay:

- 1. all charges for the supply of electricity or oil to the subtenant at the residential premises if the premises are separately metered, and
- 2. all charges for the supply of non-bottled gas to the subtenant at the residential premises if the premises are separately metered, unless the premises do not have any appliances supplied by the sublandlord for which gas is required and the subtenant does not use gas supplied to the premises, and
- 3. all charges for the supply of bottled gas to the subtenant at the residential premises except for the costs and charges for the supply or hire of gas bottles at the start of the subtenancy, and
- 4. all charges for pumping out a septic system used for the residential premises, and
- 5. any excess garbage charges relating to the subtenant's use of the residential premises, and
- 6. water usage charges, if the sublandlord has installed water efficiency measures referred to in clause 10 of the Residential Tenancies Regulation 2019 and the residential premises are separately metered, or are not connected to a water supply service and water is delivered by vehicle.

Note: If bills are included in the contract, electricity, gas and wifi charges to tenant do not apply.

#### 11. WATER USAGE CHARGES - CONDITIONS

The sublandlord agrees that the subtenant is not required to pay water usage charges unless:

- 1. the sublandlord gives the subtenant a copy of the part of the water supply authority's bill setting out the charges, or other evidence of the cost of water used by the subtenant, and
- 2. the sublandlord gives the subtenant at least 21 days to pay the charges, and
- 3. the sublandlord requests payment of the charges by the subtenant not later than 3 months after the issue of the bill for the charges by the water supply authority, and
- 4. the residential premises have the following water efficiency measures:
  - all internal cold water taps and single mixer taps for kitchen sinks or bathroom hand basins on the premises have a maximum flow rate of 9 litres a minute,

- all toilets are dual flush toilets that have a minimum 3 star rating in accordance with the WELS scheme,
- all showerheads have a maximum flow rate of 9 litres a minute,
- at the commencement of the residential subtenancy agreement and whenever any other
  water efficiency measures are installed, repaired or upgraded, the premises are checked
  and any leaking taps or toilets on the premises have been fixed.

#### 12. WATER USAGE REBATES

The sublandlord agrees to give the subtenant the benefit of, or an amount equivalent to, any rebate received by the sublandlord for water usage charges payable or paid by the subtenant.

#### 13. POSSESSION OF THE PREMISES

The sublandlord agrees:

- 1. to make sure the residential premises are vacant so the subtenant can move in on the date agreed, and
- 2. to take all reasonable steps to ensure that, at the time of signing this agreement, there is no legal reason why the premises cannot be used as a residence for the term of this agreement.

# 14. SUBTENANT'S RIGHT TO QUIET ENJOYMENT

The sublandlord agrees:

- 1. that the subtenant will have quiet enjoyment of the residential premises without interruption by the sublandlord or any person claiming by, through or under the sublandlord or having superior title to that of the sublandlord (such as a head landlord), and
- 2. that the sublandlord or the sublandlord's agent will not interfere with, or cause or permit any interference with, the reasonable peace, comfort or privacy of the subtenant in using the residential premises, and
- 3. that the sublandlord or the sublandlord's agent will take all reasonable steps to ensure that the sublandlord's other neighbouring subtenants do not interfere with the reasonable peace, comfort or privacy of the subtenant in using the residential premises.

## 15. USE OF PREMISES - PROHIBITED ACTIVITIES

The subtenant agrees:

- 1. not to use the residential premises, or cause or permit the premises to be used, for any illegal purpose, and
- 2. not to cause or permit a nuisance, and
- 3. not to interfere, or cause or permit interference, with the reasonable peace, comfort or privacy of neighbours, and
- 4. not to intentionally or negligently cause or permit any damage to the residential premises, and
- 5. not to cause or permit more people to reside in the residential premises than is permitted by this agreement.

## 16. USE OF PREMISES - MAINTENANCE OBLIGATIONS

The subtenant agrees:

- 1. to keep the residential premises reasonably clean, and
- 2. to notify the sublandlord as soon as practicable of any damage to the residential premises, and
- 3. that the subtenant is responsible to the sublandlord for any act or omission by a person who is lawfully on the residential premises if the person is only permitted on the premises with the subtenant's consent and the act or omission would be in breach of this agreement if done or omitted by the subtenant, and
- 4. that it is the subtenant's responsibility to replace light globes on the residential premises.

#### 17. END OF TENANCY OBLIGATIONS

The subtenant agrees, when this agreement ends and before giving vacant possession of the premises to the sublandlord:

- 1. to remove all the subtenant's goods from the residential premises, and
- 2. to leave the residential premises as nearly as possible in the same condition, fair wear and tear excepted, as at the commencement of the subtenancy, and
- 3. to leave the residential premises reasonably clean, having regard to its condition at the commencement of the subtenancy, and
- 4. to remove or arrange for the removal of all rubbish from the residential premises in a way that is lawful and in accordance with council requirements, and
- 5. to make sure that all light fittings on the premises have working globes, and
- 6. to return to the sublandlord all keys, and other opening devices or similar devices, provided by the sublandlord.

**Note:** Under section 54 of the Residential Tenancies Act 2010, the vicarious liability of a subtenant for damage to residential premises caused by another person is not imposed on a subtenant who is the victim of a domestic violence offence, or a co-subtenant who is not a relevant domestic violence offender, if the damage occurred during the commission of a domestic violence offence.

#### 18. SUBLANDLORD'S GENERAL OBLIGATIONS

The sublandlord agrees:

- 1. to make sure that the residential premises are reasonably clean and fit to live in, and
- 2. to make sure that all light fittings on the residential premises have working light globes on the commencement of the subtenancy, and
- 3. to keep the residential premises in a reasonable state of repair, considering the age of, the rent paid for and the prospective life of the premises, and
- 4. not to interfere with the supply of gas, electricity, water, telecommunications or other services to the residential premises (unless the interference is necessary to avoid danger to any person or enable maintenance or repairs to be carried out), and
- 5. not to hinder a tradesperson's entry to the residential premises when the tradesperson is carrying out maintenance or repairs necessary to avoid health or safety risks to any person, or to avoid a risk that the supply of gas, electricity, water, telecommunications or other services to the residential premises may be disconnected, and
- 6. to comply with all statutory obligations relating to the health or safety of the residential premises, and
- 7. that a subtenant who is the victim of a domestic violence offence or a co-subtenant who is under the same agreement as the victim of the domestic violence offence but is not a relevant domestic violence offender is not responsible to the sublandlord for any act or omission by a co-subtenant that is a breach of this agreement if the act or omission constitutes or resulted in damage to the premises and occurred during the commission of a domestic violence offence.

#### Minimum Requirements for Premises to be Fit to Live In

(per Section 52 of the Residential Tenancies Act 2010):

- are structurally sound
- have adequate natural light or artificial lighting in each room (except storage/garage)
- have adequate ventilation
- are supplied with electricity or gas and have adequate outlet sockets
- have adequate plumbing and drainage
- are connected to water supply for hot and cold water
- contain bathroom facilities with privacy

#### 19. URGENT REPAIRS

The sublandlord agrees to pay the subtenant, within 14 days after receiving written notice from the subtenant, any reasonable costs (not exceeding \$1,000) that the subtenant has paid for urgent repairs if:

- 1. the damage was not caused as a result of a breach of this agreement by the subtenant, and
- 2. the subtenant gives or makes a reasonable attempt to give the sublandlord notice of the damage, and
- 3. the subtenant gives the sublandlord a reasonable opportunity to make the repairs, and
- 4. the subtenant makes a reasonable attempt to have any appropriate tradesperson named in this agreement make the repairs, and
- 5. the repairs are carried out, where appropriate, by licensed or properly qualified persons, and
- 6. the subtenant, as soon as possible, gives or tries to give the sublandlord written details of the repairs, including the cost and the receipts for anything the subtenant pays for.

# **Urgent Repairs are defined as:**

- a burst water service
- an appliance, fitting or fixture that uses water that is broken causing substantial water waste
- a blocked or broken lavatory system
- a serious roof leak
- a gas leak
- a dangerous electrical fault
- flooding or serious flood damage
- serious storm or fire damage
- failure of gas, electricity or water supply
- failure of essential services (hot water, cooking, heating, cooling, laundering)
- any fault or damage that makes premises unsafe or insecure

#### 20-22. SALE OF THE PREMISES

#### 20. Notice Requirements

The sublandlord agrees to give the subtenant written notice of intention to sell at least 14 days before making premises available for inspection, and to make reasonable efforts to agree on inspection times.

#### 21. Subtenant Cooperation

The subtenant agrees not to unreasonably refuse inspection times.

## 22. Inspection Limitations

Maximum twice per week, with 48 hours notice if no agreement reached.

# 23-25. SUBLANDLORD'S ACCESS

# **23. Permitted Entry Circumstances:**

- Emergency (including urgent repairs)
- Civil and Administrative Tribunal order
- Reasonable belief premises are abandoned
- Health concerns with reasonable attempt to obtain consent
- Inspections (max 4 per year, 7 days notice)
- Repairs assessment (2 days notice)
- Statutory health/safety work (2 days notice)
- Property valuation (max 1 per year, 7 days notice)
- Photography for marketing (reasonable notice, max once per 28 days)

With subtenant's agreement

## 24. Entry Restrictions:

- No entry on Sundays/public holidays without agreement
- Only between 8:00 AM and 8:00 PM unless agreed otherwise
- Must not stay longer than necessary
- Must notify day and time if practicable

# 25. Access Obligation

Subtenant must provide access when sublandlord exercises legitimate entry rights.

#### 26-27. PHOTOGRAPHY AND VISUAL RECORDINGS

Written consent required from subtenant before publishing photographs showing their possessions. Subtenant must not unreasonably withhold consent (except in domestic violence circumstances).

## 28-29. FIXTURES AND ALTERATIONS

#### 28. Subtenant Restrictions:

- No fixtures/alterations without written permission
- Minor alterations must be done by qualified persons unless sublandlord consents otherwise
- Subtenant pays costs unless agreed otherwise
- Cannot remove fixtures paid for by sublandlord without permission
- Must notify and repair damage from fixture removal

### 29. Sublandlord Obligation

Must not unreasonably withhold consent for minor fixtures/alterations.

# **30-31. LOCKS AND SECURITY**

# **30. Sublandlord Obligations:**

- · Provide and maintain necessary security devices
- Give each subtenant keys/access devices
- Only charge for replacement/additional copies
- Cannot alter locks without reasonable excuse or agreement
- Must provide new keys within 7 days of changes

# 31. Subtenant Obligations:

- Cannot alter locks without reasonable excuse or agreement
- Must give sublandlord new keys within 7 days of changes

## **32. TRANSFER (SUBLETTING NOT ALLOWED)**

# 32. Transfer Rules:

- Written permission required from sublandlord for lease transfer
- Sublandlord may refuse transfer (reasonably or unreasonably)
- May refuse if: exceeds occupancy limits, proposed person on tenancy database, would cause overcrowding
- Permission Fees: Sublandlord cannot charge for permission except reasonable expenses.

## 33. CHANGE IN SUBLANDLORD/AGENT DETAILS

The sublandlord must notify subtenant within 14 days of changes to:

- Name and contact details
- Address (if no agent)

- Agent details or appointment of new agent
- Corporation name/address changes
- State/territory/country of residence

#### 34-35. STRATA/COMMUNITY BY-LAWS

#### 34. Strata Schemes

Copy of by-laws must be provided before agreement signing.

## 35. Community Schemes

Copy of by-laws must be provided within 7 days of agreement.

#### **36. MITIGATION OF LOSS**

Standard legal rules for mitigation apply - parties must take reasonable steps to minimize losses from breach.

# **37. RENTAL BOND CLAIMS**

(Cross out if no bond)

When claiming bond, sublandlord must provide subtenant:

- Details of amount claimed
- Copies of quotations, accounts, receipts
- Completed condition report at end of tenancy

#### 38-40. SMOKE ALARMS

#### **38. Sublandlord Obligations:**

- Ensure smoke alarms installed and functioning per EPA Act 1979
- Conduct annual checks of all smoke alarms
- Replace removable batteries annually (except lithium)
- Replace lithium batteries per manufacturer specifications
- Engage electrician for hardwired alarm repairs
- Repair/replace faulty alarms within 2 business days
- Reimburse subtenant for authorized repairs

# 39. Subtenant Obligations:

- Notify sublandlord of required repairs/replacements
- May only replace removable batteries in battery-operated or backup batteries in hardwired alarms
- Give written notice if subtenant carries out repairs

#### 40. Interference Prohibition

Neither party may remove or interfere with smoke alarm operation without reasonable excuse.

#### **41-42. SWIMMING POOLS**

(Cross out if no swimming pool)

# **41. General Compliance**

Sublandlord must ensure Swimming Pools Act 1992 compliance.

## **42. Registration Requirements:**

- Pool must be registered with valid certificate of compliance or occupation certificate
- Copy must be provided to subtenant
- Certificate valid for 3 years

# 43. LOOSE-FILL ASBESTOS INSULATION

Sublandlord must notify subtenant in writing within 14 days if:

- Premises are listed on LFAI Register at agreement signing
- Premises become listed during tenancy

#### 44. COMBUSTIBLE CLADDING

Sublandlord must notify subtenant within 14 days of becoming aware of:

- Fire safety orders regarding external combustible cladding
- Building product rectification orders for cladding
- Development applications for cladding rectification

#### **45. SIGNIFICANT HEALTH OR SAFETY RISKS**

Sublandlord must notify subtenant within 14 days of becoming aware of any significant health or safety risks and their nature.

## **46. ELECTRONIC SERVICE OF DOCUMENTS**

Both parties agree to:

- Only use email service with express consent and specified email address
- Notify within 7 days of email address changes
- Allow withdrawal of consent at any time
- Stop electronic service after consent withdrawal

#### **47-48. BREAK FEE FOR FIXED TERMS**

#### **47. Subtenant Break Fee Obligations**

#### 12 Month Lease:

- Less than 25% of term expired: 4 weeks rent
- 25-50% of term expired: 3 weeks rent
- 50-75% of term expired: 2 weeks rent
- 75%+ of term expired: 1 week rent

#### 6 Month Lease:

- Less than 50% of term expired: 4 weeks rent
- 50-75% of term expired: 3 weeks rent
- 75%+ of term expired: 2 weeks rent

## 48. Sublandlord Compensation Limitation

Compensation limited to break fee amount plus occupation fees for goods left on premises.

#### **49. EARLY TERMINATION PROCEDURES**

If subtenant wishes to vacate before fixed term ends:

- Provide written notice to sublandlord
- Find suitable replacement subtenant (subject to sublandlord approval not unreasonably withheld)
- Pay administrative costs for new agreement if replacement found
- If no replacement found: remain liable for rent until new subtenant found or term ends (whichever first), limited to lesser of remaining rent or bond amount
- Sublandlord must make reasonable efforts to find replacement to mitigate losses

# SIGNATURES AND ACKNOWLEDGMENTS

# 

**Date:** \_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

**SUBTENANT SIGNATURES** 

Name:

**Date:** \_\_\_\_ day of \_\_\_\_\_ 20\_\_\_

Signature: \_\_\_\_ day of \_\_\_\_ 20\_\_\_

Signature:

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

**SUBTENANT (1)** 

**SUBTENANT (2)** 

# SUBTENANT INFORMATION STATEMENT ACKNOWLEDGMENT

The subtenant acknowledges that, at or before the time of signing this residential subtenancy agreement, the subtenant was given a copy of the Tenant Information Statement published by NSW Fair Trading.

 Date: \_\_\_\_\_ day of \_\_\_\_\_\_ 20\_\_\_\_

## **MORE INFORMATION**

For information about your rights and obligations as a sublandlord or subtenant, contact:

- NSW Fair Trading: 13 32 20 or nsw.gov.au/fair-trading
- Law Access NSW: 1300 888 529 or lawaccess.nsw.gov.au
- Tenants Advice and Advocacy Service: tenants.org.au

This document is based on the NSW Fair Trading Standard Form Residential Subtenancy Agreement as required under the Residential Tenancies Regulation 2019.