



## Courtesy of New South Wales Government Department of Commerce Office of Fair Trading

# Self managing your rental property

## Being a landlord

Self-managing landlords, sometimes also referred to as private landlords, are landlords who do not use a real estate agent to manage their property. A self-managing landlord deals directly with their tenant and looks after all aspects of the rental property.

As a landlord, your rights and responsibilities are set out in the *Residential Tenancies Act 1987*. The *Tenancy handbook* provides landlords and agents with more information about the rights and responsibilities of all parties under the Act.

## Beginning the tenancy

Under the Act, landlords must give their tenants a copy of the *Renting guide* at or before entering into the residential tenancy agreement. This ensures that tenants have access to the basic information they need to know at the beginning of their tenancy.

The *Renting guide* is available in English as well as several community languages and tenants should receive a copy in the language most appropriate to their needs.

As a landlord you must also:

- provide your tenant with a written residential tenancy agreement (lease) – you can purchase a lease pack from most stationery suppliers
- provide your tenant with a list of all entry costs
- ensure the residential premises are reasonably clean and fit to live in
- ensure the required smoke alarm/s is installed
- lodge any rental bond money with the Office of Fair Trading within 7 days
- complete three copies of a condition report at the start of each tenancy and give two copies of the completed report to the tenant, at or before the beginning of the tenancy.

Your tenant is required to review the report, indicate whether or not they agree with the listed descriptions of the condition of the property, sign both copies and return one to you within 7 days. This procedure should be explained to your tenant.

# During the tenancy

As a landlord you must:

- maintain the premises in a reasonable state of repair with non-urgent repairs completed in a timely manner
- organise urgent repairs as soon as reasonably possible after having been notified by the tenant of the fault or damage (refer to the residential tenancy agreement for further details)
- issue receipts for all payments made by your tenants, except where rent is paid into an account or by direct debit or is electronically transferred
- pay for all council rates, land taxes, sewerage and water service charges
- ensure the property is safe and secure
- ensure your tenant's reasonable peace, privacy and quiet enjoyment of the rented premises is not interrupted by you or any other person you have authorised to enter the premises
- give your tenant 60 days written notice of any rent increase.

A landlord is only authorised to enter the premises at certain times and 'dropping in' unannounced, except in an emergency, is not permitted. For example, to carry out a general inspection of the premises, the tenant must be given at least 7 days notice and only four inspections can be carried out in any 12-month period.

Refer to the residential tenancy agreement or the *Tenancy handbook* for further details.

If you decide at any stage during the tenancy that you want an agent to manage the property for you and a rental bond has been lodged, you must notify the Office of Fair Trading by completing a 'Change of Managing Agent/Owner' form.

When you use an agent to manage your property, you will enter into a written contract called a Management Agency Agreement. A good managing agent should have a thorough knowledge and understanding of tenancy laws and is required to be licensed by the Office of Fair Trading. For more information, refer to the fact sheet *Using an agent to manage your rental property*.

# Ending the tenancy

Tenancies can only be terminated when the correct written notice is given. A notice of termination must be in writing and can be posted or given personally. A notice cannot be stuck to or put under a door by the person giving the notice. If the notice is posted, at least 4 working days should be added to the amount of notice, to allow for delivery.

## ***How much notice must be given?***

When the period of the agreement is coming to an end, 14 days notice must be given by either party.

If a tenant or landlord breaches a term of the agreement, including where the tenant is more than 14 days behind in rent, 14 days notice must be given by either party.

When the period of the agreement has already ended:

- a tenant must give 21 days notice
- a landlord must give 60 days notice.

A landlord cannot lock out or evict a tenant without an order from the Consumer, Trader and Tenancy Tribunal (CTTT).

The role of the CTTT is to quickly and effectively resolve disputes between tenants, landlords, traders and consumers.

## **Don't let problems escalate**

If a problem arises at any point in the tenancy, taking a pro-active approach to resolving the issue may be an effective way to prevent the problem from escalating into a dispute. Minor problems can become major issues if not dealt with early enough.

Fair Trading encourages landlords to intervene early when tenancy problems first emerge. For example, a tenant may be experiencing some kind of temporary personal crisis which is affecting their tenancy. Rather than take action in accordance with the tenancy agreement or the Act it may be more practical to provide the tenant with information on where to go for help, such as a Tenants Advice and Advocacy Service.

Resolving problems quickly is not only good for tenants, it also benefits the landlord by minimising the possibility of financial loss.

## **When there is a dispute**

The first step in resolving a dispute is to discuss the matter with the parties involved. Ensure you have a clear understanding of your rights and responsibilities in relation to the dispute by checking the residential tenancy agreement, reading the *Tenancy handbook* or calling the Office of Fair Trading on 13 32 20.

If the dispute with your tenant cannot be resolved, either on your own or with the assistance of the Office of Fair Trading, you may have to take the case to the CTTT.

## **More information**

For more information about resolving tenancy problems and the CTTT, or to order copies of all publications and forms mentioned above, contact Fair Trading.