

INSPECTION REPORT

Between Principal		ABN / ACN	
Address		GST Registered <input type="checkbox"/> Yes <input type="checkbox"/> No	
Suburb	State	Postcode	
Phone: Work	Mobile	Home	
Email** (see note)			
And Agent Oxbridge Group Pty Ltd			
Agents Licence No.* (see note) 10077341		ABN / ACN 18 616 229 611	
Trading as Oxbridge Property Group		GST Registered <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Address Level 5			
616-620 Harris Street, ULTIMO, NSW		Postcode 2007	
Phone: Work 1300 680 690	Mobile	Home	
Email** (see note)			
<p>* Note: If the Agent trades as a corporation the licensee's licence number is the corporation's licence number.</p> <p>** Note: By including your email address, you consent to service of any documents, including this agreement and any documents required to be served under or because of this agreement, by way of email.</p>			

Address of Premises

Suburb State Postcode

Description of Premises (e.g. house, unit, number of bedrooms, garage, etc.)

Description of the exterior condition of the Premises

Description of the interior condition of the Premises

Fixtures to the Premises

Smoke alarms

Fittings (not being fixed to the Premises) which are provided with the Premises

Improvements made to the Premises

Anything provided with the Premises

Work to be done by the Principal	Estimated date of completion
<input type="text"/>	/ /
<input type="text"/>	/ /
<input type="text"/>	/ /

I agree to be legally bound by the terms of this form even if I sign this form electronically.

Signature of Agent / Authorised Representative Date of Report

Name of Signatory

Note: This part of the agreement may be signed by an assistant agent.

EXCLUSIVE MANAGEMENT AGENCY AGREEMENT (RESIDENTIAL)

The Property and Stock Agents Act 2002 (NSW) and Regulation require all agents' instructions to be in the form of a written agreement.

PARTIES

Principal

ABN / ACN	GST Registered <input type="checkbox"/> Yes <input type="checkbox"/> No	
Address		
Suburb	State	Postcode
Email* (see note)		
Phone: Work	Home	Mobile
* Note: By including your email address, you consent to service of any documents, including this agreement and any documents required to be served under or because of this agreement, by way of email.		

Agent

Oxbridge Group Pty Ltd		
Licensee's Licence No.** (see note) 10077341		
ABN / ACN 18 616 229 611	GST Registered <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Trading as Oxbridge Property Group		
Address Level 5	Postcode 2007	
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PREMISES

Address of Premises to be leased

Address of Premises to be leased		
Suburb	State	Postcode

Being: Furnished Unfurnished Garage/Car Space included Yes No

AGREEMENT

Agent's Appointment

- The Principal hereby appoints the Agent exclusively to lease and to manage the Premises in accordance with this agreement.
- It is agreed that the Agent may from time to time delegate to the Agent's employees all or any of the authority vested in the Agent by this agreement.
- This agreement shall commence on the / / and may be terminated by either party giving not less than written notice of termination but without prejudice to either party's rights accrued or obligations incurred prior to the effective termination.

Leasing

4. The Agent is authorised to lease all or any part of the Premises on the following conditions, or as otherwise instructed:

- Term of the tenancy agreement
- Rent \$ per payable in advance or such other rent as the Principal may agree to accept.
- Rental bond \$ or equivalent to weeks rent in respect of each tenancy.

Special Instructions

5.

Agent's Authority

6. At the end of each tenancy, the Agent is authorised to:

- Re-lease the Premises at market rent for a term not exceeding Yes No
- Refer to the Principal for instructions concerning re-leasing and advertising /promotion Yes No
- Review the rent when in the opinion of the Agent such a review is appropriate. Yes No

EXCLUSIVE MANAGEMENT AGENCY AGREEMENT (RESIDENTIAL)

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Agent's Remuneration

7. The Agent shall be entitled to the following fees: (GST inclusive)

- i A leasing fee upon leasing of
- regardless of whether the Premises are let by the Agent; any other agent; or the Principal. The Agent's Leasing Fee is due and payable by the Principal when a tenant enters into possession of the Premises or signs a residential tenancy agreement or pays rent, whichever occurs first.
- ii A tenancy agreement preparation fee of \$
- iii A management fee of % of all monies collected on behalf of the Principal
- iv An administration fee of \$ per
- v Other

Services, Charges and Expenses

8. The Agent shall perform the following services and be entitled to reimbursement of the following charges and expenses (GST inclusive):

	Amount	When due and payable by the Principal
NCAT fees	<input type="text"/>	<input type="text"/>
Attendance at a tribunal/court	\$ <input type="text"/>	<input type="text"/>
Preparation of a tribunal/court case	\$ <input type="text"/>	<input type="text"/>
Sheriff's fees	<input type="text"/>	<input type="text"/>
Arrangement of repairs and maintenance	\$ <input type="text"/>	<input type="text"/>
Calculation and collection of water and sewerage usage charges	% <input type="text"/> of cost	<input type="text"/>
Arrangement of refurbishment or improvements	\$ <input type="text"/>	<input type="text"/>
Service of any notice	\$ <input type="text"/>	<input type="text"/>
Processing insurance claims, including valuations for insurance purposes	\$ <input type="text"/> per hour	<input type="text"/>
Disaster/emergency management fee	% <input type="text"/> of cost	<input type="text"/>
Other <input type="text"/>	\$ <input type="text"/>	<input type="text"/>

9. In the event that the Agent incurs expenses or charges relating to the leasing and/or management of the Premises or any part thereof they are entitled to reimbursement as follows:

	Amount	When due and payable by the Principal
Marketing and/or promotional expenses for each leasing	\$ <input type="text"/>	<input type="text"/>
Statements/administration fees	\$ <input type="text"/>	<input type="text"/>
Office expenses in respect of each management being postage, phone calls and out of pocket expenses	\$ <input type="text"/>	<input type="text"/>
Other <input type="text"/>	\$ <input type="text"/>	<input type="text"/>

Variation of Services, Charges and Expenses

10. The services to be provided by the Agent and any charges or expenses payable by the Principal to the Agent pursuant to this agreement cannot be varied except as agreed by the Principal in writing.

Promotional Activities

11. The Premises are to be advertised and/or otherwise promoted as per the attached schedule **OR** not advertised **OR** as follows:

The promotional fee for each leasing is

\$ and is due and payable

For Lease Sign: Permission is hereby granted for the Agent to erect "For Lease" signage Yes No
It is acknowledged that the Agent is not responsible for any liability, damages or injuries incurred as a result of the erection of the signage.

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EXCLUSIVE MANAGEMENT AGENCY AGREEMENT

Administration of Tenancy Agreement

12. In respect of each tenancy, the Agent is authorised and directed on behalf of the Principal to:

- i Arrange inspection and show prospective tenants Yes No
- ii Obtain references Yes No
- iii a Select tenants; **OR** Yes No
- b Recommend tenants Yes No
- iv Enter into and sign tenancy agreements in respect of all or any part of the Premises Yes No
- v Collect rent Yes No
- vi Issue receipts for monies received from tenants pursuant to tenancy agreements Yes No
- vii Collect and lodge rental bonds in accordance with the provisions of the *Residential Tenancies Act 2010* (NSW) Yes No
- viii Make claims for the refund of bond monies, having regard to rent due and the condition of the Premises at the end of each tenancy Yes No
- ix Respond to any applications by tenants before the NSW Civil and Administrative Tribunal (**NCAT**) or the like and represent the Principal in any such proceedings Yes No
- x Exercise the Principal's right to enforce or terminate tenancy agreements by service of notices as necessary Yes No
- xi Forward to the Principal copies of any documents signed by the Agent on behalf of the Principal Yes No
- xii Undertake periodic inspections at Agent's discretion. Yes No
- xiii If required, obtain copies of any by-law or management statement relating to a strata or community scheme, which is required to be provided to the tenant Yes No

13. In respect of each tenancy, the Agent and each and every one of their partners, employees or other officers from time to time as the case may be is authorised and directed on behalf of the Principal to make application before the NCAT or the like and to do all things necessary to commence and (as far as practicable) complete proceedings for:

- i The recovery of possession of the Premises from tenants Yes No
- ii The recovery of monies due Yes No

S.5A Lease: Release from Rent Control

14. The Premises have been released from rent control by 5A Lease registration or through having become vacant on or after 1 January 1986 Yes No

Inventories (Furnished Premises)

15. Where the Premises are furnished an inventory shall be prepared by the: Principal **OR** Agent

Inspection

16. Unless the Principal advises the Agent to the contrary, any prospective tenant is entitled to inspect the Premises in the following circumstances:

Repairs and Maintenance

17. The Agent is authorised to engage appropriately qualified or licensed tradespersons to effect repairs and maintenance in accordance with the Principal's obligations to repair (if any) or as otherwise instructed, provided that expenditure in excess of

\$ for any one item shall not be incurred without the prior approval of the Principal except

where in the opinion of the Agent that because of an emergency, repairs are necessary for the protection of the Premises or the supply of essential services to tenants.

Disbursements from Principal's Monies

18. The Agent is authorised and instructed to pay the following from monies received on behalf of the Principal:

- i Accounts for repairs and maintenance in accordance with clause 17 Yes No
- ii Council rates (see attached Schedule) Yes No
- iii Water, sewerage and drainage rates (see attached Schedule) Yes No
- iv Insurance premiums (see attached Schedule) Yes No
- v Owners corporation levies (see attached Schedule) Yes No
- vi Maintenance costs of caretaking / cleaning / gardening Yes No
- vii Maintenance contracts for services installed (lifts, etc) Yes No
- viii NCAT fees Yes No
- ix Writ of execution Yes No
- x Sheriff's fees Yes No

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- xi Any fee required to obtain a by-law or management statement Yes No
- xii Yes No
- xiii Yes No

See attached Schedule for particulars

Statement of Account

19. The Agent shall render a statement monthly or as instructed, accounting for monies received and expenses incurred on behalf of the Principal and for fees and charges retained in respect of services performed for the Principal, and the balance less disbursements shall be remitted to the Principal as hereinafter specified (see attached Schedule). If at any time amounts payable exceed the balance of the account, the Principal agrees to pay the excess amount to the Agent upon demand.

Authority to Deduct

20. In the event of any monies being paid to the Agent on behalf of the Principal, the Agent is hereby authorised to deduct from such monies all of the above mentioned fees, expenses and charges before accounting to the Principal.

Financial Institution Taxes or Deductions

21. The Agent shall be entitled to be reimbursed for any taxes or deductions debited by banks or other financial institutions against the Agent's account that are attributable to the affairs of the Principal.

GST

22. Any amounts referred to in this agreement which are payable by the Principal to the Agent in respect of services provided by the Agent under this agreement, including reimbursement of expenses, are expressed inclusive of the Goods and Services Tax ("GST"), at the rate of 10% (the current rate). If the current rate is increased or decreased, the parties agree that any amounts referred to in this agreement will be varied accordingly.

Agent's Indemnity, Liability and Release

23. The Principal will hold harmless and keep indemnified the Agent against, and release the Agent from, all actions, suits, proceedings, claims, demands, costs and expenses whatsoever which may be taken or made against the Agent in the course of or arising out of the proper performance or exercise of any of the powers, duties or authorities of the Agent under this agreement.

Financial, Investment, Taxation and Other Advice

24. **WARNING:** The Principal acknowledges that any financial, investment, taxation or other advice provided by the Agent to the Principal is of a general nature only whose preparation does not take into account the individual circumstances, objectives, financial situation or needs of the Principal. The Principal is advised to consult with their own independent financial, investment and/or taxation advisor or other appropriately qualified expert.

Disclosure of information to tenants.

25. i The *Residential Tenancies Act 2010* (NSW) requires that certain information be disclosed to the tenant before the tenant enters into a residential tenancy agreement. Please answer the following:

- a. Has the landlord prepared a contract for sale of the residential premises? Yes No
- b. Is there any proposal to sell the residential premises? Yes No
- c. Has a mortgagee commenced proceedings in a court to enforce a mortgage over the premises?
- If yes, is a mortgagee taking action for possession of the premises? Yes No
- d. If the Premises comprise of or include a lot in a strata scheme (within the meaning of the *Strata Schemes Management Act 2015* (NSW)), is a strata renewal committee currently established in relation to the strata scheme? Yes No

Note: The landlord or landlord's agent must also provide a copy of the by-laws for the strata scheme before the tenant enters into a residential tenancy agreement.

ii If the Premises comprise of a lot in a strata scheme, the Principal must provide a copy of the current by-laws for the strata scheme to the Agent and provide any amendments to those by-laws to the Agent immediately upon receiving notice of such amendments.

Material Fact

26. i A landlord or landlord's agent must not induce a tenant to enter into a residential tenancy agreement by any statement, representation or promise that the landlord or agent knows to be false, misleading or deceptive or by knowingly concealing a material fact of a kind prescribed by the *Residential Tenancies Regulation 2019* (NSW). Please answer the following:

- a. Have the Premises been subject to flooding from a natural weather event or bush fire within the last 5 years? Yes No
 Details
- b. Are the Premises subject to significant health or safety risks that are not apparent to a reasonable person on inspection of the Premises? Yes No
 Details
- c. Are the Premises listed on the LFAI Register? Yes No
 Details
- d. Have the Premises been the scene of a serious violent crime within the last 5 years? Yes No
 Details
- e. Have the Premises been used for the purposes of the manufacture or cultivation of any prohibited drug or prohibited plant within the meaning of the *Drug Misuse and Trafficking Act 1985* within the last 2 years? Yes No
 Details

EXCLUSIVE MANAGEMENT AGENCY AGREEMENT (RESIDENTIAL)

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EXCLUSIVE MANAGEMENT AGENCY AGREEMENT

- f. Will council waste services be provided to the tenant on a different basis than is generally applicable to residential premises within the area of the council? Yes No
 Details
- g. Because of the zoning of the land or other laws applying to development on the land, will the tenant not be able to obtain a residential parking permit in an area where only paid parking is provided? Yes No
 Details
- h. Is there a driveway or walkway on the Premises which other persons are legally entitled to share with the tenant? Yes No
 Details
- i. If the Premises comprise or include a lot in a strata scheme, are there any scheduled rectification work or major repairs (including replacement of roofing, guttering or fences) to be carried out to common property during the fixed term of this agreement? Yes No
 Details
- j. Are the Premises part of a building in relation to which a notice of intention to issue a fire safety order, or a fire safety order, has been issued requiring rectification of the building regarding external combustible cladding? Yes No
 Details
- k. Are the Premises part of a building in relation to which a notice of intention to issue a building product rectification order, or a building product rectification order, has been issued requiring rectification of the building regarding external combustible cladding? Yes No
 Details
- l. Are the Premises part of a building in relation to which a development application or complying development certificate application has been lodged for rectification of the building regarding external combustible cladding? Yes No
 Details
- ii The Principal warrants that the Principal has supplied the Agent in writing with all the relevant details and information pertaining to all the material facts in respect of the Premises and will keep the Agent updated in writing of any changes to material facts.
- iii The Principal acknowledges that the *Property and Stock Agents Act 2002* (NSW) and *Residential Tenancies Act 2010* (NSW) require the Agent to disclose all material facts to prospective tenants.
- iv The Principal directs the Agent to disclose all of the material facts provided in writing by the Principal to the Agent to all prospective tenants of the Premises.
- v In this clause:
- "building product rectification order" has the same meaning as in the *Building Products (Safety) Act 2017* (NSW);
 - "external combustible cladding" has the same meaning as in the *Environmental Planning and Assessment Regulation 2000* (NSW);
 - "fire safety order" has the same meaning as in the *Environmental Planning and Assessment Regulation 2000* (NSW);
 - "LFAI Register" has the same meaning as it has in clause 3(1) of the *Residential Tenancies Regulation 2019* (NSW);
 - "material fact" has the same meaning as it has for the purposes of section 52 of the *Property and Stock Agents Act 2002* (NSW) and section 26 of the *Residential Tenancies Act 2010* (NSW); and
 - "serious violent crime" includes murder, manslaughter, sexual assault or aggravated assault.

Privacy

27. i The *Privacy Act 1988* (Cth) (the **Privacy Act**) allows personal information to be collected, held, used and disclosed for the purposes for which it was collected as notified to users, and otherwise in accordance with the Privacy Act.
- ii This clause outlines how the Agent collects, holds, uses and discloses the Principal's personal information (as that term is defined in the Privacy Act). This clause only applies to the extent the Agent collects, holds, uses and discloses personal information.
- iii The Agent may collect, hold, use and disclose personal information the Principal provides the Agent in connection with this agreement or collected from other sources for the following purposes: (a) identifying and verifying the Principal and the Premises; (b) advertising and promoting the Premises for lease; (c) processing and assessing any application received in relation to the lease of the Premises; (d) negotiating and preparing any lease for the Premises; (e) liaising and exchanging information with the Principal and the Agent's or Principal's legal and other advisors in relation to or in connection with any lease of the Premises; (f) managing this agreement and any lease of Premises including the collection of rent on behalf of the Principal and the preparation of required statements of account; (g) complying with any applicable law; (h) confirming whether the Principal is registered for GST purposes; (i) operating controlled money accounts; (j) complying with any dispute resolution process; (k) serving and signing (or arranging signing of) this agreement; and (l) contacting and liaising with third parties (including, without limitation, goods and services providers and insurers) and to provide those parties with the Principal's personal information.
- iv If the personal information outlined in this agreement or requested by the Agent is not provided by the Principal, the Agent may not be able to act on behalf of the Principal effectively or at all. The Agent may also not be able to discharge its obligations in this agreement. It is impracticable for the Agent to deal with a Principal who has not identified him, her or itself or used a pseudonym.

EXCLUSIVE MANAGEMENT AGENCY AGREEMENT (RESIDENTIAL)

The Property and Stock Agents Act 2002 (NSW) and Regulation require all agents' instructions to be in the form of a written agreement.

EXCLUSIVE MANAGEMENT AGENCY AGREEMENT

- v Personal information collected about the Principal may be disclosed by the Agent for any of the purposes for which it was collected (as outlined above) to other parties including the Agent's or Principal's legal and other advisors, advertising and media organisations, property data service providers, prospective and actual tenants, clients of the Agent both existing and potential, tradespeople, strata owners corporations, valuers, government and statutory bodies, financial institutions, REINSW (which provides technical and other assistance to the Agent to effect the matters set out above) and other third parties (including, without limitation, goods and services providers and insurers) or government agencies, courts, regulatory bodies, and law enforcement agencies, or as required, authorised or permitted by any applicable law.
- vi The Agent may also use the Principal's information including personal information for marketing and research purposes to inform the Principal of products and services provided by the Agent, which the Agent considers may be of value or interest to the Principal, unless the Principal tells the Agent (by ticking the box below) or has previously told the Agent not to.
- vii If the Principal **does not** wish to receive any information about such products and services then please tick this box: or otherwise notify the Agent using the Agent's contact details set out earlier in this agreement.
- viii The Principal has the right to request access to any personal information held by the Agent which relates to the Principal, unless the Agent is permitted by law (including the Privacy Act) to withhold that information. The Principal also has the right to make a complaint about the way in which the Agent has handled the Principal's personal information or that the Agent may have breached this clause or the Privacy Act. The Principal also has the right to request the correction of any personal information which relates to the Principal that is inaccurate, incomplete or out-of-date.
- ix Any requests for access to the Principal's personal information or any complaints should be made in writing to the Agent at the contact details included in this agreement.
- x The Agent may charge a reasonable fee where access to personal information is provided (no fee may be charged for making an application to access personal information).
- xi The Agent will take reasonable precautions to protect the personal information it holds in relation to the Principal from misuse, loss, unauthorised access, modification or disclosure.
- xii The Agent may disclose the Principal's personal information outside of Australia. In doing so, the Agent will take reasonable steps that are reasonable in the circumstances to ensure that any overseas recipient will deal with such personal information in a way that is substantially similar to, or consistent with, the way in which the relevant Australian Privacy Principles in the Privacy Act protects such personal information.
- xiii By signing this agreement, the Principal: (a) acknowledges that it has read, understands and accepts the terms of this clause; and (b) provides express permission to the Agent to collect, hold, use and disclose personal information in the manner described in this clause.

Disclosure of Rebates, Discounts, Commissions or Benefits

28. In respect of any expenses to be incurred by the Principal or the Agent on behalf of the Principal pursuant to this agreement or if the Agent refers a person to a non-independent service provider, the Agent discloses that the Agent may receive, or expects to receive, rebates, discounts, commissions or benefits from third parties as specified below or as notified by the Agent to the Principal in writing from time to time after the date of this agreement:

Name of Third Party	Nature of relationship with Third Party	The nature and value of any estimated amount of rebate, discount, commission or benefit
		\$
		\$
		\$
		\$
		\$
		\$
		\$

If no rebate, discount, commission or benefit, write "nil".

Work, Health and Safety

29. i The Principal acknowledges that, at all material times:
- (a) the Principal has sole management and control of the Premises listed for lease, to the exclusion of the Agent;
 - (b) the Agent acts under the direction, management and control of the Principal to facilitate the lease of the Premises between the Principal and the tenant and in carrying out the Agent's management and other obligations under this agreement;
 - (c) the Principal is the person conducting a business or undertaking for the purposes of all work, health and safety laws, regulations and other requirements; and
 - (d) in any contracts associated with repairs and maintenance of the Premises, the Agent acts on the Principal's behalf and the Principal and contractor are the contracting parties.

EXCLUSIVE MANAGEMENT AGENCY AGREEMENT (RESIDENTIAL)

The Property and Stock Agents Act 2002 (NSW) and Regulation require all agents' instructions to be in the form of a written agreement.

- ii The Principal shall be responsible for ensuring that the structure of the Premises is safe and has been maintained to appropriate standards. This includes, but is not restricted to, ensuring the appropriate safety and control in accordance with all environmental and work, health and safety laws, regulations and other requirements, of:
- any asbestos contamination or hazardous material in the Premises or on the land;
 - any building maintenance units, points of attachment and other fixtures for the purpose of external maintenance (e.g. window cleaning);
 - electrical circuitry including electrical installations, light and power outlets;
 - any fitted plant and substances including lead paint;
 - any confined space including lifts and lift wells; and
 - any walls, barricades, hoardings, stairs and railings that may pose a fall hazard.
- iii The Principal acknowledges, so far as reasonably practicable, that the Principal has thoroughly inspected the Premises prior to lease and that the Premises is:
- without risk to work, health and safety Yes No
OR
 - subject to the risks and controls as advised by the Principal to the Agent in writing Yes No
- iv The Principal shall authorise the Agent to remedy on behalf of the Principal and at the Principal's cost any issue arising during the course of the lease which is considered an imminent threat to work, health and safety.

Landlord's Information Statement

30. The Principal acknowledges that it has read and understood the contents of an information statement in the approved form that sets out a landlord's rights and obligations under the *Residential Tenancies Act 2010* (NSW) and any other law in relation to a proposed residential tenancy.

Principal's Authority

31. The Principal warrants that the Principal has authority to enter into this agreement.

Premises Fit for Habitation

32. The Principal warrants that the Premises are fit for habitation within the meaning of the *Residential Tenancies Act 2010* (NSW), there is no legal impediment to occupation of the Premises as a residence at the time of entering into this agreement and that the Principal will notify the Agent immediately if any legal impediment to the occupation of the Premises arises during the term of this agreement.

Compliance Warranty

33. Without limiting any other clause in this agreement, the Principal warrants that:

- the Principal has complied with its obligations under all applicable codes and legislation; and
- the Premises complies with the requirements of all applicable codes and legislation, necessary for occupation of the Premises including, without limitation, with respect to smoke alarms, window safety devices, glass windows, staircases, doors and balustrades, asbestos, decks and balconies, lead paint, blind cord safety, hazardous activities and electrical, gas and plumbing installations.

Disclaimer

34. The Principal acknowledges and agrees:

- that:
 - the Agent's role is to manage the tenancy;
 - the Agent is not qualified to:
 - assess the structural aspects of the Premises including, without limitation, with respect to staircases, decking and balconies, glass windows, window safety devices, doors and balustrades, smoke alarms, asbestos, swimming pools and associated fittings and safety barriers, electrical, gas and plumbing installations, lead paint and blind cord safety; and
 - ensure that the Premises complies and operates in accordance with the requirements of all applicable codes and legislation;
- that inspections of the Premises conducted by the Agent do not include the moving of furniture, lifting of floor coverings, or inspecting the interiors of roof spaces, under flooring, inside of cupboards or the Principal's goods or other belongings; and
- that the Agent has advised the Principal that the Principal should:
 - have property inspections carried out by suitably qualified, licensed and insured contractors and experts in the appropriate areas; and
 - hold adequate and appropriate insurances including, without limitation, building insurance, indemnity insurance and landlords insurance.

Smoke Alarms

35. Without limiting any other clause in this agreement, the Principal warrants that the Premises comply with the *Environmental Planning and Assessment Regulation 2000* (NSW).

Water Efficiency Measures

36. Do the premises contain the water efficiency measures prescribed by the *Residential Tenancies Act 2010* (NSW)? Yes No

Note: If the prescribed measures are not installed, the landlord may be prevented from recovering water usage charges from the tenant.

EXCLUSIVE MANAGEMENT AGENCY AGREEMENT (RESIDENTIAL)

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Warranty

37. The Principal warrants that all information provided by it to the Agent and in this agreement is true, correct and complete and that the Agent can rely on the information provided. The Principal agrees to keep the Agent updated, in writing, of any changes to such information to ensure that it remains up-to-date and accurate at all times.

Service and Signing

38. The Principal acknowledges being served with a copy of this agreement.

39. If the Agent causes this agreement to be electronically served on and/or signed by the Principal by way of electronic communication (including the use of a third party platform to facilitate the service and signing of this agreement), the Principal agrees that the Principal's electronic signature and initials created for the purpose of signing this agreement will be the electronic representation of the Principal's signature and initials for all purposes when the Principal electronically signs this agreement, just the same as a pen-and-paper signature or initial.

PRINCIPAL

If Principal is an individual

I agree to be legally bound by the terms of this agreement even if I sign this agreement electronically.

I agree to be legally bound by the terms of this agreement even if I sign this agreement electronically.

Signature of Principal /
Authorised Representative

Date

Signature of Principal /
Authorised Representative

Date

Name of Signatory

Name of Signatory

Authority of Signatory (delete whichever is not applicable)

Power of Attorney / Authority Letter
(attach a copy)

Authority of Signatory (delete whichever is not applicable)

Power of Attorney / Authority Letter
(attach a copy)

Note: The "Authority of Signatory" box above only needs to be completed if the signatory is an Authorised Representative of the Principal signing this agreement on behalf of the Principal. If so, please attach either a copy of the power of attorney or authority letter.

If Principal is a corporation (to be signed by 2 directors, or 1 director and 1 secretary, or sole director and sole secretary, or authorised officer or Attorney)

I agree to be legally bound by the terms of this agreement even if I sign this agreement electronically.

EXECUTED for and on behalf of

ACN

pursuant to section 127 of the Corporations Act 2001 (Cth):

Signature of Director / Secretary /
Authorised Representative

Date

Signature of Director / Secretary /
Authorised Representative

Date

Name of Signatory

Name of Signatory

Authority of Signatory (delete whichever is not applicable)

Director / Secretary / Authorised Officer /
Attorney (attach a copy of Power of Attorney
if applicable)

Authority of Signatory (delete whichever is not applicable)

Director / Secretary / Authorised Officer /
Attorney (attach a copy of Power of Attorney
if applicable)

AGENT

I agree to be legally bound by the terms of this agreement even if I sign this agreement electronically.

Signature of Agent /
Authorised Representative

Date

Name of Signatory

Note: This part of the agreement MUST NOT be signed by an assistant agent.


REINSW

 REAL ESTATE INSTITUTE
 OF NEW SOUTH WALES

EXCLUSIVE MANAGEMENT AGENCY AGREEMENT (RESIDENTIAL)

The Property and Stock Agents Act 2002 (NSW) and Regulation require all agents' instructions to be in the form of a written agreement.

SCHEDULE

SCHEDULE

DISBURSEMENTS & PARTICULARS

Council Rates

Water / Sewerage Rates

INSURANCE

Company

Broker / Agent

Other Information

INSURANCE POLICIES

Name of Insurer

Policy Number

Date Due

Building

Contents

Landlord's Protection

Other

/ /

/ /

/ /

/ /

STRATA DETAILS

Strata Plan No.

Lot No.

Garage Lot No.

Strata Management Agent

Address

Postcode

Phone: Work

Mobile

Home

Email

STATEMENTS

Statement in name of

Forward to

Name

Address

Postcode

Copy to

Email

Name

Address

Postcode

Cheques payable to

OR Bank to the credit of

Account Number

BSB

/

Bank

Branch

PRINCIPAL'S REPRESENTATIVE

Name

Address

Postcode

Phone: Work

Home

Email

PRINCIPAL'S SOLICITOR

Name

Address

Postcode

Phone: Work

Home

Email

SPECIAL INSTRUCTIONS

Landlord information statement

What you must know before you rent out your residential property

Starting a tenancy

Before renting your residential property to a tenant, you (the landlord) or your agent will need to sign an acknowledgment on the residential tenancy agreement that you have read and understood this information (the **Landlord information statement**). Penalties apply if this is not met.

Your general responsibilities before renting out your property

Before renting out your property, you must make sure that the property is reasonably clean, is fit to live in and is in a reasonable state of repair. You must take all reasonable steps to ensure that:

- there is no legal barrier to occupy the property as a residence (e.g. environmental planning restrictions or no council approval to use the property as a residence)
- your property complies with health and safety laws (e.g. pool fencing, electrical installations, smoke alarms, window and balcony safety)
- the property is reasonably secure
- all light fittings are fitted with working globes.

Your property must be fit to live in

To be fit to live in, your property must (at a minimum):

1. be structurally sound
2. have adequate natural or artificial lighting in each room, except storage rooms or garages
3. have adequate ventilation
4. be supplied with electricity or gas, and have enough electricity or gas sockets for lighting, heating and other appliances
5. have adequate plumbing and drainage
6. have a water connection that can supply hot and cold water for drinking, washing and cleaning
7. have bathroom facilities, including toilet and washing facilities, that allow users' privacy.

The property could have other issues that may make it unfit for a person to live in, even if it meets the above 7 minimum standards. Before you rent out your property, you should take steps (such as make repairs) to make sure it is fit to live in.

What you must tell your tenant before signing a tenancy agreement

Before signing a tenancy agreement, you or your agent must tell your potential tenant if the property is:

- planned to be sold
- subject to court proceedings where the mortgagee is trying to take possession of the property
- in a strata scheme and a strata renewal committee is currently established for the strata scheme.

You or your agent must also not induce a tenant to enter into an agreement by making false or misleading representations, or by knowingly hiding that the property:

- has been subject to flooding from a natural weather event or bushfire in the last 5 years
- has significant health or safety risks (unless obvious to a reasonable person when the property is inspected)
- has been the scene of a serious violent crime (e.g. murder or aggravated assault) in the last 5 years
- is listed on the [loose-fill asbestos insulation register](#)
- has been used to manufacture or cultivate a prohibited drug or prohibited plant in the last 2 years
- is part of a building where a fire safety order or a building product rectification order (or a notice of intention to issue one of these orders) has been issued regarding external combustible cladding
- is part of a building where a development application or complying development certificate application for rectification has been lodged regarding external combustible cladding

- is in a strata scheme where scheduled rectification work or major repairs will be carried out to common property during the fixed term of the agreement
- is affected by zoning or laws that will not allow a tenant to obtain a parking permit, and only paid parking is available in the area
- is provided with any council waste services that are different to other properties in the council area
- has a driveway or walkway that others can legally use.

Penalties apply if any of the above is not done.

There must be a written tenancy agreement

You must use the standard form of residential tenancy agreement. Standard terms cannot be altered or deleted. Verbal agreements are still legally binding on you.

Additional terms are negotiable and may be added as long as they do not conflict with the *Residential Tenancies Act 2010* or *Residential Tenancies Regulation 2019* and are not inconsistent with the standard terms of the agreement. Any term that limits or varies your obligations under the Act or Regulation is prohibited and void.

As part of any agreement you must not:

- require the tenant to have the carpet professionally cleaned, or pay for such cleaning costs, when they vacate, unless required because a pet has been kept on the property
- require the tenant to take out insurance
- exempt yourself from liability for your or your representatives' acts or omissions
- require the tenant pay all or any part of the remaining rent, increased rent, a penalty or liquidated damages, if the tenant breaches the agreement
- provide that if the tenant does not breach the agreement, the rent may be reduced or that the tenant may be given another benefit
- require the tenant to use the services of a specified person or business to carry out any of the tenant's obligations under the agreement
- require the tenant to use a specific utility provider if there is no restriction that you use a specific utility provider.

Exceptions apply to agreements that are for 20 years or more.

In choosing a tenant, you must not discriminate

You have the right to choose the most suitable applicant for your property, but it is against the law to discriminate due to a person's race, age,

disability, gender, sexual orientation, marital status or pregnancy. It is against Commonwealth and State anti-discrimination laws to do so.

What you must give to your tenant

Before a tenant signs an agreement or moves into the property, you or your agent must give the tenant the following:

- a copy of the proposed tenancy agreement, filled out in the spaces provided
- 2 hard copies, or 1 electronic copy, of the condition report completed by you or your agent
- a copy of the **Tenant information statement**
- a copy of the by-laws, if the property is in a strata scheme.

At the time the agreement is signed, you or your agent must:

- for any swimming or spa pools on the property, provide a copy of the valid certificate of compliance or occupation certificate issued in the last three years. This does not apply if your property is in a strata or community scheme that has more than 2 lots.

Before or at the start of the tenancy, you or your agent must:

- give a copy of the key (or other opening device or information) to open any lock or security device for the rented property or common property, at no cost to **each** tenant named in the agreement

Penalties apply if these requirements are not met.

You must fill out a condition report and keep a copy

You or your agent must fill out a report about the condition of the property before signing a tenancy agreement. You must give the tenant 2 hard copies, or 1 electronic copy, of the condition report you or the agent completed.

The tenant must complete the report within 7 days after taking possession of the property and then give you or your agent a copy. You or your agent must keep a copy of the completed condition report.

Limits on what a tenant must pay at the start of the tenancy

There are limits on what you can ask your tenant to pay when renting out your property. You must not charge a tenant for:

- the cost of preparing the tenancy agreement
- giving them the keys or other opening devices

You must not require a tenant to pay more than:

- 2 weeks rent in advance unless the tenant wishes to
- 4 weeks rent as a rental bond.

How you can manage rental bonds

A rental bond must be in the form of money and not as a guarantee. Only 1 bond (maximum 4 weeks rent) can be taken for a tenancy agreement. You cannot take a bond before the tenancy agreement is signed. If the tenant pays the bond directly to Fair Trading using [Rental Bonds Online](#) (RBO) you or your agent will receive confirmation of this before finalising the tenancy agreement.

You or your agent must also be registered with RBO and invite the tenant to lodge the bond using RBO before taking a rental bond from a tenant. Tenants can use RBO to securely pay the bond directly to NSW Fair Trading, which will hold the bond on trust for the duration of the tenancy.

If your tenant decides not to use RBO, the paper bond lodgement form can be used. You must deposit any bond your tenant pays you with NSW Fair Trading within 10 working days. If the bond is paid to your agent, your agent must deposit the bond with NSW Fair Trading within 10 working days after the end of the month in which the bond was paid.

You and your tenant can agree that the bond is to be paid in instalments after the tenancy agreement is signed.

If your property is a part of a strata scheme

If your property is in a strata scheme you must notify the owners' corporation in writing within 14 days after a new tenancy agreement starts. The notification must include the tenant's name and contact address (e.g. postal or email address) so they can be registered on the strata roll.

Communicating with your tenant

You must provide your name and a way for your tenant to contact you directly, even if you have an agent. If you do not have an agent you must **also** provide your residential or business address to receive mail. This information must be given to the tenant in writing before or when the tenant signs the tenancy agreement, or it can be included in the agreement.

You must let your tenant know, in writing, within 14 days of any changes to your details.

Some formal communication between you and your tenant must be in writing to be valid, for example, termination notices and rent increase notices. You or your tenant can use email to serve notices or other documents but only if the other party has given specific permission that a nominated email address is to be used for this purpose.

During the tenancy

You must keep payment records

You or your agent must:

- give rent receipts to your tenant (unless rent is paid into a nominated bank account)
- keep a record of rent your tenant pays
- provide a copy of the rent record to your tenant within 7 days of their written request for it.

When you can increase the rent during the tenancy

For a fixed-term of less than 2 years, you can only increase the rent during the fixed-term if the agreement sets out the increased amount or how the increase will be calculated. You do not have to give written notice.

For a fixed-term of 2 years or more, or for a periodic agreement (i.e. where the fixed-term has expired or no fixed-term is specified), you cannot increase the rent more than once in a 12-month period. You must give your tenant at least 60 days written notice.

Who pays for rates, taxes and certain utility charges?

You are always responsible for the payment of all rates, taxes or other charges payable under any law. There are also other charges you must pay as set out in the tenancy agreement.

Your tenant will generally pay for electricity and gas charges but only if the property is separately metered.

Limits on when a tenant must pay for water usage

Water is different to other utilities as it is always connected, and the account for the water supply will be in your name. You are always responsible to pay all water supply service charges (other than water usage charges if the property is separately metered) and all sewerage supply services.

You can only pass on water usage charges to the tenant if the property is separately metered and meets the following water efficiency measures:

- all showerheads have a maximum flow rate of 9 litres per minute
- all internal cold-water taps and single mixer taps for kitchen sinks or bathroom hand basins have a maximum flow rate of 9 litres per minute
- any leaking taps or toilets on the property are fixed at the start of the agreement and whenever other water efficiency measures are installed, repaired or upgraded
- from 23 March 2025, toilets are dual flush and have a minimum 3-star WELS rating.

Additionally, the water usage charges must not be more than the amount you have been billed for. You must request payment within 3 months of the bill being issued and you must give the tenant at least 21 days to pay.

If tank water is the only form of water supply to the property (i.e. water is delivered by vehicle), then you should ensure there is water in the tank at the start of the tenancy. Your tenant will be responsible for refilling the tank as needed during the tenancy, if the property meets the water efficiency measures.

You must repair and maintain your property

A rental property must always be fit to live in. You are responsible for any repairs or maintenance, so the property is in a reasonable state of repair considering its age and prospective life, and the amount of rent the tenant is paying.

Your tenant should tell you or your agent when the property needs repairs. You are responsible for arranging and paying for the repair costs unless the tenant caused or permitted damage.

If the repair is an **urgent repair** e.g. where there is a burst water service, blocked or broken toilet, a gas leak or dangerous electrical fault, you should make these repairs as soon as reasonably possible. A list of **urgent repairs** is available on our [website](#).

If you are uncontactable or do not complete urgent repairs in a reasonable time, your tenant can have a qualified person carry them out without your consent. You must then pay your tenant back (maximum of \$1,000) for the repair costs within 14 days from their written request for payment.

Your tenant can apply to Fair Trading for a rectification order if you refuse or fail to provide and maintain the property in a reasonable state of repair. Similarly, you can apply to Fair Trading for a rectification order if your tenant refuses or fails to repair damage they have caused or allowed. The NSW Civil and Administrative Tribunal (the Tribunal) can make orders that may include compensation if rectification orders are not followed.

You must ensure smoke alarms are working

Smoke alarms must be installed on all levels of your rental property in accordance with environmental and planning laws. You must maintain them to ensure they are working.

You must repair or replace a smoke alarm within 2 business days from when you find out it is not working (this includes replacing a battery). Your tenant should tell you if any of the smoke alarms are not working.

You must get a licensed electrician to repair or replace hardwired smoke alarms in your property, except where the back-up battery needs to be replaced.

If the repair involves replacing a removable battery in a battery-operated smoke alarm or a removable back-up battery in a hardwired smoke alarm, your tenant can choose to change it. They must notify you if and when they do this.

You must also check the smoke alarms annually to ensure they are working. If a smoke alarm has a removable battery, you must put a new battery in annually or within the time set out in the smoke alarm manufacturer's instructions. The whole smoke alarm must be replaced within 10 years from the date of manufacture or earlier if specified by the smoke alarm manufacturer.

Penalties apply if these obligations are not met.

How you can access the property during the tenancy

Your tenant has the right to reasonable peace, comfort and privacy when renting. For this reason, the tenancy laws restrict when and how often you, your agent or other authorised person can enter the property.

You, your agent or other authorised person can only enter the rented property without the tenant's consent in certain circumstances, and if proper notice (if applicable) has been given. For example:

- in an **emergency**, no notice is necessary
- if the **Tribunal orders** that access is allowed
- to carry out, or assess the need for, **necessary repairs or maintenance** of the property, if you have given at least 2 days' notice
- to carry out **urgent repairs**, no notice is necessary
- to carry out **repairs or replacement of a smoke alarm**, if you have given at least 1 hours' notice
- to **inspect or assess the need for repair or replacement of a smoke alarm**, if you have given at least 2 business days' notice
- to carry out a **general inspection** of the property if you have given at least 7 days' written notice (no more than 4 inspections during a 12-month period).

Limits also apply on entry without consent. You, your agent or authorised person:

- can only access the property after proper notice has been given between 8am and 8pm on any day except Sundays or public holidays
- must, if practical, notify the tenant of the approximate day and time when entry will be required
- must not stay on the property longer than is necessary.

The above limits do not apply in an emergency, for urgent repairs, if the property is abandoned, if the Tribunal orders otherwise or if the tenant agrees.

Tenant's request to make minor changes to the property

Your tenant can request to make minor changes to the rental property but will need to obtain your written consent before they do this. You can only refuse your tenant's request to make a minor change if it is reasonable to do so e.g. any request that would involve structural changes or is inconsistent with the nature of the property.

There are certain types of 'minor' changes where it would be unreasonable for you to refuse consent, and which of those changes you can require be carried out by a qualified person. For example, it would be unreasonable for you to refuse consent to the following minor changes:

- installing hooks for hanging things such as pictures
- securing furniture to the wall (other than a tiled wall) for safety reasons.

The tenant is responsible for paying for the changes and will be responsible for any damage they cause to the property. Certain rules apply on removing any modifications at the end of the tenancy.

Tenants' rights in circumstances of domestic violence

If a person is experiencing domestic violence in a rental property, there are options available to them to improve their safety if they need to escape violence or make them safer if they wish to stay.

For example, your tenant can end their tenancy immediately, without penalty, if they or their dependent child are in circumstances of domestic violence.

If someone in your rental property is experiencing domestic violence and they want to stay in the property they can:

- apply to the Tribunal to be listed as the tenant (if they are an occupant), or to remove the perpetrator from the tenancy agreement (if they are another co-tenant)
- change the locks to increase their safety.

Ending the tenancy

A tenancy agreement is a legally binding agreement that can only be ended in certain ways. A tenancy will usually be terminated by you or your tenant giving notice to the other party, with the tenant vacating on or after the date specified in the notice.

To end a tenancy, you or your agent need to give the tenant a written termination notice with the applicable notice period. In some cases, you can apply directly to the Tribunal for a termination order without issuing a termination notice (e.g. where the tenant is using the property illegally by manufacturing drugs).

Termination notice

The termination notice must be in writing and signed and dated by you or your agent. It must include:

- the address of the rented property
- the date the tenant is to move out
- the reason for termination (if applicable).

Ending a tenancy in circumstances of domestic violence

A tenant can end their tenancy immediately and without penalty if they or their dependent child are in circumstances of domestic violence. They can do this by issuing a termination notice with the relevant evidence. The tenant or any innocent co-tenant will also not be liable for property damage caused by the perpetrator of violence during a domestic violence offence.

Break fee for ending a fixed term agreement early

For a fixed term agreement of 3 years and/or less, where the tenant ends the agreement early, mandatory break fees may apply based on the stage of the agreement. If it applies, the set fee payable will be:

- 4 weeks rent if less than 25% of the lease had expired
- 3 weeks rent if 25% or more but less than 50% of the lease had expired
- 2 weeks rent if 50% or more but less than 75% of the lease had expired
- 1 week's rent if 75% or more of the lease had expired.

The break fee does not apply if the tenant ends the agreement early for a reason allowed under the Act.

Refunding the rental bond

The bond should be refunded in full at the end of the tenancy unless there is a reason to make a claim against the bond. The main reasons for claiming against a bond include if:

- rent or other charges (e.g. unpaid water usage bills, break fee) are owing
- copies of the keys were not given back and the locks needed to be changed
- the tenant caused damage or did not leave the property in a reasonably clean condition compared to the original condition report, apart from 'fair wear and tear'.

The tenant is not liable for fair wear and tear to the property. This is the deterioration that occurs over time with the use of the property even when the property receives reasonable care and maintenance. They are only liable for negligent, irresponsible or intentional actions that cause damage to the property.

If the tenant does not move out

If the tenant does not leave by the date specified in the termination notice, you or your agent will need to apply to the Tribunal for termination and possession orders. If the Tribunal order has not been complied with, only a Sheriff's Officer can legally remove your tenant from the property under a warrant for possession.

You cannot lock your tenant out of the property under any circumstances unless a Sheriff's Officer is enforcing a warrant for possession issued by the Tribunal or a court. Heavy penalties apply if this is not complied with.

More information about your responsibilities

Visit our website at www.fairtrading.nsw.gov.au or call 13 32 20 for more information about your responsibilities as a landlord.

fairtrading.nsw.gov.au 13 32 20

Language assistance 13 14 50
(ask for an interpreter in your language)

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