

**Submission  
No 9**

## **RESIDENTIAL TENANCIES AMENDMENT (PROHIBITING NO GROUNDS EVICTIONS) BILL 2024**

**Organisation:** NSW Fair Trading

**Date Received:** 25 June 2024

# NSW Fair Trading Submission: Residential Tenancies Amendment (Prohibiting No Grounds Evictions) Bill 2024

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June 2024

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## Acknowledgement of Country

The NSW Department of Customer Service acknowledges the Traditional Custodians of the lands where we work and live. We celebrate the diversity of Aboriginal peoples and their ongoing cultures and connections to the lands and waters of NSW.

We pay our respects to Elders past, present and emerging and acknowledge the Aboriginal and Torres Strait Islander people that work in the NSW public sector.

*NSW Fair Trading Submission: Residential Tenancies Amendment (Prohibiting No Grounds Evictions) Bill 2024*

NSW Fair Trading

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First published: June 2024

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# The NSW Government's commitments to making renting fairer

The NSW Government has committed to creating a fairer, more modern rental market. To this end, the Government appointed the state's first Rental Commissioner in 2023. The Government has also made reform commitments, including:

- Protecting renters from unfair evictions by requiring a reasonable ground to end a lease,
- Making it easier for renters to have pets in rental homes,
- Introducing new data protection requirements for renters' personal information, and
- Implementing a portable rental bond scheme.

The Government has started the process to deliver carefully balanced reforms by engaging with landlords, renters and other stakeholders to seek their input on the development of these reforms, which are being progressed as a priority.

As part of the 2024-25 NSW Budget, the Government made an \$8.4 million investment to deliver a NSW Rental Taskforce to crack down on poor quality rental homes and bad behaviour from agents and property owners. The Rental Taskforce, led by the Rental Commissioner, will be established within NSW Fair Trading, cementing protections for renters as a key priority for the state's consumer affairs regulator.

# About the NSW Rental Commissioner

The NSW Government is embarking on significant rental reforms to modernise and improve renting in NSW. On 11 July 2023, the NSW Government announced the appointment of Trina Jones as the first NSW Rental Commissioner. The Rental Commissioner works within NSW Fair Trading in the Department of Customer Service.

The Commissioner's key functions include:

- leading consultation and drafting of legislation for fairer rental laws
- implementing a portable bond scheme
- identifying barriers to increasing housing supply for renting,
- identifying practices and gaps that erode the rights of renters
- leading initiatives including educational resources for renters and landlords to increase knowledge of their rights
- gathering data on renting, monitoring the impact of reforms and surveying renters to help inform future policy making; and,
- identifying ways to improve energy efficiency of rental homes.

The Rental Commissioner is an advocate and voice for the rental market working with renters, property providers, industry and across government to deliver a Fair, Quality, and Affordable rental experience in NSW.

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# Residential Tenancies Amendment (Prohibiting No Grounds Evictions) Bill 2024

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## How would the Bill work?

The Residential Tenancies Amendment (Prohibiting No Grounds Evictions) Bill 2024 (the Bill) proposes to amend the *Residential Tenancies Act 2010* (the Act) to replace existing sections 84 and 85, which permit a landlord to end a lease without a specific reason, with new requirements.

Current legislation allows a landlord to terminate a lease at the end of a fixed term agreement (with at least 30 days' notice). The proposed Bill would allow the landlord to terminate the lease at the end of the fixed term with at least 90 days' notice if:

- the landlord, or a person associated with the landlord, will live in the property for at least 12 months, or
- the landlord will carry out renovations or repairs that require the property to be empty for at least 4 weeks, and the landlord has all the necessary permissions to do the repair, or
- the property will not be used as a residence for at least 6 months, or
- another reason prescribed by regulation.

The current legislation allows a landlord to end a periodic lease at any time (with at least 90 days' notice). The Bill proposes a replacement provision that permits a landlord to terminate a periodic lease for the same reasons listed above.

The Bill proposes that a landlord would need to apply to the NSW Civil and Administrative Tribunal (the Tribunal) for a termination order if a renter does not leave the property after their termination date. The Bill proposes the Tribunal must give the landlord the termination order if the Tribunal finds that:

- the landlord gave the renter the termination notice correctly, and
- the landlord has shown their reason for ending the lease is genuine, and
- it is appropriate to end the lease in the circumstances, and
- the renter is still in the property.

The Bill proposes a new penalty if a landlord has ended a lease based on one of the new reasons but then does not follow through with it (e.g. they ended the lease because the landlord would move in but then did not move in). The maximum penalty is proposed at 100 penalty units, equivalent to \$11,000.

The Bill proposes to allow a renter to apply to the Tribunal to dispute the end of their lease. The Bill proposes to allow the Tribunal to make an order:

- requiring the landlord to use the property for the reason they told to the renter,
- instating a lease for the property, with the terms and conditions set by the Tribunal,
- paying monetary compensation to the renter.

Lastly, the Bill proposes to apply the proposed rules for the end of a lease to all active rentals in NSW. The proposed changes would start once the Bill receives assent.

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## NSW Government position on the Bill

In his speech during the Second Reading Debate on the proposed Bill, the Minister for Better Regulation and Fair Trading stated the NSW Government opposed the Bill because of the Government's own commitment to introduce reasonable grounds to end a tenancy.

The NSW Government supports increasing transparency and fairness in the owner-renter relationship. Given the tightness of the rental market, the Government has stated that it is doing its due diligence to ensure rental reforms don't cause unintended detriment to renters, owners, or the rental market.

The Government's position was placed on the record during debate on the Bill when it raised concerns with the provisions contained in the Bill, which are detailed below.

The Bill includes a short list of additional reasons for termination to replace the existing 'no grounds' provisions in the Act. As part of the Government's consultation on rental reforms, a comprehensive list of new reasons to end a lease was proposed for renters, owners, and industry to consider. Those suggested reasons included the proposed sale of a property. It is the Government's position that the limited reasons to end a lease proposed in the Bill suggests a balance between renters and owners has not been met.

The Bill would allow additional reasons for ending a lease to be prescribed via the Regulation. It is the Government's position that such an approach would mean additional reasons prescribed via the Regulation would not be subjected to the same level of Parliamentary scrutiny and oversight that such significant reforms would warrant.

The Government's position is that the Bill does not include strong enough measures to support the operation of the proposed changes. Consultation on the Government's rental reforms highlighted that reforms should include a number of protective measures to prevent misuse of the new provisions and to empower renters so they benefit from the changes. One of these measures is attaching evidence to a termination notice to show that a termination is genuine. This can benefit the tenant by increasing the accountability of an owner and benefit the owner by ensuring appropriate records are kept, which may make it less likely for a termination to be challenged.

The Bill's proposed re-letting restriction does not recognise the possibility an owner's circumstances could change so that they could no longer proceed with the plans that led to the lease termination, meaning they would wish to re-let the property before the restriction period ends. A mechanism to give the owner a defence in certain circumstances or to enable the landlord to seek exemption from the restriction is not included in the Bill.



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# Requiring a reason to end a lease

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## What is a ‘no grounds’ eviction?

The Act has two types of residential lease. The first is a periodic lease (also known as ‘rolling’ or ‘week to week’) with no set end date. The second is a fixed term lease, which is a lease for an agreed period of time, such as one year.

The Act lists all of the reasons why a lease can end. This includes specific reasons where the renter is at fault, for example for not paying rent. It includes other reasons where the renter is not at fault, for example if the property has been sold.

The Act also allows a landlord to end a lease without giving a specific reason. For a periodic lease, a landlord can end it at any time but must give the renter at least 90 days’ notice.

For a fixed term lease, the landlord can only end the lease once the agreed term has finished. They do not have to say why they are not renewing or extending the lease. However, they must give the renter at least 30 days’ notice.

Ending a lease without the landlord giving a specific reason is referred to colloquially as a ‘no grounds’ eviction.

Results from the voluntary NSW end of tenancy survey are not representative, but responses suggest that of all terminations by tenants and landlords (for all agreement types) around 10 per cent were ended by the landlord without a specific reason, known as ‘no grounds’ terminations.

The rate of response for the end of tenancy survey is consistent at around 10% annually.

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## The impacts of ‘no grounds’ evictions

The *Improving NSW Rental Laws* consultation gathered feedback on the impacts that ‘no grounds’ evictions can have on renters.

Renters and renter advocates noted it creates insecurity of tenure, as renters feel unable to settle in a property while knowing they may be asked to leave for any reason at the end of their fixed term lease or with only 90 days’ notice under a periodic lease. It creates instability, with renters having less long-term control over where they live. This can make it harder to form bonds in local communities, and often leads to upheaval, such as children changing schools and more distance from family. It can create financial pressure, as renters generally move more often than home owners<sup>1</sup>, which is a costly and time-consuming process.

Renters and renter advocates also noted that allowing a landlord to end a lease without giving a reason can undermine renters’ rights. For example, although the laws allow renters to ask for repairs to the property they live in, they may be too scared to ask because they are worried the landlord will then tell them to leave instead of fixing the problem. Although the Act contains protections against retaliatory evictions, it can be hard to prove an eviction is retaliatory if the landlord does not need to give any reason for why they ended the lease.

Landlords and real estate industry representatives provided feedback that ending a lease without a specific reason allows a landlord to control and manage their rental asset. They were also concerned that if this were to change, it could be harder to remove a renter who is not doing the right thing. Many landlords have only one rental property, which is a big part of their personal finances, and any difficulties could have a large financial impact on those landlords. Feedback from

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<sup>1</sup> *Renters, rent inflation and renter stress*, Reserve Bank of Australia (2023)

the sector suggested it may also discourage people from investing in a rental property and becoming landlords in the future.

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## Consultation on options to end no grounds evictions

In 2023, the NSW Government consulted the public on proposed changes to rental laws. A survey on the NSW Government's Have Your Say website collected feedback from the public on key issues relating to renting. These included removing 'no grounds' evictions, the reasons for which an landlord can terminate a lease, and other ways to make the renting system fairer. The survey was available in seven languages and received 16,032 responses overall. There were also 405 written submissions to the consultation.

Renters and landlords made the most submissions, and an almost equal number of submissions. Written submissions supported the feedback in the survey.

The high levels of response to this consultation demonstrate the community's strong interest in the NSW rental sector from renters, owners, real estate agents, rental advocates and other members of the community. While in some areas, renters, landlords and real estate agents agreed, in other areas, there were starkly diverging viewpoints between these groups.

In addition to the online consultation, the NSW Rental Commissioner met with key stakeholders to understand the challenges and opportunities in the rental market.

The Commissioner held in-depth consultation, including roundtables and one-on-one engagements across more than 50 sessions with over 60 organisations. Stakeholders included renters (including young people, social, private and community housing tenants), property providers (private landlords, community housing providers, student accommodation landlords and build to rent institutional investors), industry bodies, academics, legal services, advocates, and animal welfare organisations. Feedback collected in these engagements and forums was consistent with the feedback to the public consultation.

The following summary reflects the results of the survey and consultation in relation to ending a lease, notice periods and 'no grounds' evictions. More detail can be found in the report on the consultation attached (see Appendix A).

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## Feedback on the reasons for which a landlord should be able to end a lease

There are a number of valid reasons for which a landlord may need to end a lease. The Act already accounts for a number of specific reasons, in addition to the general ability for a landlord to end the lease without a specific reason.

If the ability for a landlord to end a lease without a reason is removed, it will be necessary to add to the Act any remaining reasons that are not already explicitly provided for, or covered by the terms of a residential tenancy agreement.

The consultation sought public feedback on what additional valid reasons need to be added to the Act to ensure a landlord can regain possession of a rental property when they need to.

Renters strongly supported the landlord needing a reason to end a periodic lease (96%). Renter-landlords also supported this (56%). Most landlords and real estate agents did not support this proposal (28% and 12% were in support respectively).

Renters also strongly supported the landlord needing a reason to end a fixed-term lease (92%). Renter-landlords were neutral (47%). Most landlords and real estate agents did not support this proposal (16% and 8% were in support respectively).

Landlords who met with the NSW Rental Commissioner were supportive of reasonable grounds to end a lease provided those reasons gave flexibility to access their properties for personal or family use or where they will no longer be listed on the rental market for an extended period.

Feedback was sought on new reasons to end a tenancy:

### **The landlord or a family member will move into the property**

Stakeholders noted that a landlord may wish to use the rental property they own for their own home. This reason would allow a landlord to notify the renter that they are ending the lease because they, or a family member, will move into the property.

### **The property will be demolished, renovated or repaired**

Some stakeholders noted that in order for the landlord to carry out certain types of repairs or renovations to a rental property, the property may need to be empty. The Act could therefore include a reason to allow the landlord to end a lease so they can do this work. Likewise, if a property is going to be demolished, then the landlord would need to be able to end the lease so they can carry out the demolition.

### **The property will no longer be used for rental accommodation**

Stakeholders noted that sometimes a building may be put to a different use, for example the landlord may wish to use the property to conduct a business. If this is the case, the landlord is no longer intending to offer a rental property and would need to end the lease to be able to repurpose the property.

### **The property will be put up for sale**

The Act allows a landlord to end a lease if the property has been sold, and the terms of the sale require the property to be empty for the new owner. The landlord can end the lease with at least 30 days' notice, but if the renter is in a fixed term lease, then they cannot be told to leave before the end of the agreed term.

However, this existing reason in the Act does not apply to a property that has not yet been sold. Some stakeholders noted that the landlord may wish to sell the property while it is vacant and therefore want to end the lease. This would allow the property to be prepared and styled for

sale, with the intent of maximising the sale price and potentially selling the property more quickly.

Other stakeholders were concerned about this reason. They noted that this reason may lead to renters being asked to move out where they didn't really need to, for example if the new owner also wants to rent out the property.

## Feedback on notice periods for ending a lease

As well as the reasons why a lease can end, the Act also specifies the timing for ending a lease and the required notice periods. For most reasons (including 'no grounds'), the lease does not end until the required notice period has passed. This gives the renter time to find a new place to live and move out of the property.

The consultation sought feedback on whether the current notice periods in the Act are working well, and if not, what more appropriate notice periods would be. The Act currently requires a landlord to give a renter at least 90 days' notice when ending a periodic lease, and at least 30 days' notice when terminating a fixed term lease at the end of the agreed term.

Renters supported changing the law to have more notice before they must move out of a rental property under a periodic lease (61%).

Landlords (4%), renter-landlords (20%), and real estate agents (4%) did not support changes. Renters also strongly supported being given more notice before moving out at the end of a fixed-term lease (96%).

Renter-landlords supported this too (64%), while landlords and real estate agents did not support it (31% and 36%, respectively).

Some stakeholders provided feedback that the current timeframes do not need to change. These stakeholders stated that, particularly for periodic leases, 90 days is generally enough time to prepare to move out of a property and to search for and find a new home. Some feedback stated that renters are aware of the expected end date for a fixed term lease from the start, and so the renter does not need more than 30 days to prepare to leave. Some respondents considered it would be harder for landlords to manage their property if they have to make a decision too early about whether or not to end a lease, and it could also delay when the landlord can regain access to the property if they need it.

Other stakeholders noted that renters may not know when a fixed term lease is ending. The renter may be expecting the landlord to renew the lease and only find out that the lease will not continue 30 days before they must move out. They stated that this is not enough time to find a new home and move out. In busy areas or when the rental market is tight, it can be hard to find, be approved for, and move into a new rental home even within the 90-day timeframe used for the end of a periodic lease. Some stakeholders suggested a longer timeframe for both types of leases, generally between 90 to 180 days. Suggestions often varied depending on the reason for termination.

There was also feedback that simply increasing the amount of notice may not be helpful to renters on its own. This is because the Act currently allows a landlord to charge a break lease fee to a renter who leaves a fixed term agreement before the end date, even if that renter already has been told their lease will end. Increasing the notice period for ending a fixed term lease may give the renter more time to start looking for a new home, but if they find one, they cannot move into it without paying a break-lease fee or paying rent for both the old property and the new one until the end of the lease on the old property.

## Feedback on evidence requirements

The consultation asked whether evidence of the reason the lease is ending should accompany the termination notice.

Renters strongly supported a landlord giving evidence of the reason the lease is ending for all reasons (87–93%). Renter-landlords were generally neutral on this, depending on the reason used (42–53%). Landlords and real estate agents did not support giving evidence of reasons for ending a lease for any reasons (15–24% and 10–23%, respectively).

Some stakeholders noted that this would help to hold a landlord accountable by proactively showing that the reason a lease is ending is genuine. This could help avoid or resolve disputes about the reason for the end of a lease.

Other stakeholders were concerned that providing documents related to the landlord's dealings, such as proof that they will sell or move into the property, could be an invasion of privacy.

## Feedback on a reletting ban

The consultation asked whether the Act should include a reletting ban. The purpose of a reletting ban is to deter a landlord from ending a lease on the basis of a reason that is not genuine. It does so by setting a temporary period, such as six months after a lease is ended, during which it is unlawful for the landlord to rent out the property again.

For example, if the landlord has said the renter must move out because the landlord will live in the property, then the landlord cannot have any new renters in the property for six months. They have said they will already be living in it during this time. If the landlord ended the lease but then immediately rented out the property again, this could indicate that the reason they gave was not genuine.

Renters strongly supported temporarily stopping a landlord from leasing a property after they have ended a tenancy because the landlord needs the property back (91%). Renter-landlords were neutral on this (45%). Landlords (13%) and real estate agents (10%) did not support a temporary stop.

Some stakeholders noted that a reletting ban can be helpful to make sure the reasons to end a lease are used appropriately.

Other stakeholders noted that this is a restriction on the way a landlord can use their property. There were concerns that it could decrease the number of rental properties available if a landlord is prevented from renting one out, particularly if the reason the landlord needed the property back is no longer applicable.

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## Other jurisdictions

On the 16 August 2023 National Cabinet agreed to A Better Deal for Renters to harmonise and strengthen renters' rights across Australia. This included developing a nationally consistent policy to implement a requirement for genuine reasonable grounds for eviction.

Some other States and Territories in Australia have recently changed their laws to remove the rights to end leases without a reason and to specify the reasons a landlord can end a lease. Different jurisdictions have chosen different approaches to ending 'no grounds' evictions.

In the Australian Capital Territory a landlord requires a reason to end both a periodic and a fixed term lease. This approach has also been adopted in South Australia (these changes are yet to commence).

In Victoria, a landlord needs a reason to end a periodic lease. They also need a reason to end a fixed term lease, but only for the second and subsequent terms.

In Queensland and Tasmania, the landlord needs a reason to end a periodic lease, but does not need a reason to end a fixed term lease at the end of the agreed term. Tasmania has had this approach for decades.



# Improving NSW rental laws

## Public engagement summary report



### Introduction

In NSW, nearly one in every three people rent their home and approximately 620,000 people own an investment property. The NSW Government is working to improve rental laws to improve renting in NSW. Better rules for rentals will help give more stability for renters and certainty for owners.

In 2023, the NSW Government sought feedback on laws for renting.

A survey hosted on the NSW Government's Have Your Say website collected feedback from the public on:

- reasons an owner can terminate a lease – removing 'no grounds' evictions
- making it easier for renters to keep pets
- protecting renters' personal information
- making it easier to transfer rental bonds from one property to another
- other ways to make the system fairer.

The survey was available in seven languages, and received 16,032 responses overall. There were also 405 written submissions to the consultation. Renters and owners made the most submissions, and an almost equal number of submissions.

Written submissions supported the feedback in the survey.

In addition to the online consultation, the NSW Rental Commissioner met with key stakeholders to understand the challenges and opportunities in the rental market.

Since taking up the role in August 2023, the Commissioner has held in-depth consultation, including roundtables and one-on-one engagements across more than 50 sessions with over 60 organisations.

- Stakeholders included renters (including young people, social, private and community housing tenants), property providers (private owners, community housing providers, student accommodation owners and build to rent institutional investors), industry bodies, academics, legal services, advocates, and animal welfare organisations.
- These forums enabled deeper discussion on the themes raised through the submission feedback. Feedback collected in these forums is consistent with the findings of the public consultation.

Survey results are summarised in this report.

## What people told us

The high levels of engagement to the [Improving NSW rental laws Have Your Say](#) consultation demonstrates the community's strong interest in the NSW rental environment to renters, owners, real estate agents, rental advocates and other members of the community.

While in some areas, renters, owners and real estate agents agreed, in other areas, there were starkly diverging viewpoints between these groups.



## Ending a lease

Rental laws list the reasons why an owner can end a tenancy. For example, because the renter did not pay their rent or the owner has sold the property. Currently, the law also allows owners to end the tenancy without needing any reason.

For a periodic ('week-to-week' or 'rolling') lease, the owner can end the tenancy at any time without a reason, but they must give the renter at least 90 days notice.

For a fixed term lease (tenancy for an agreed amount of time, such as one year), the owner cannot end the tenancy during the agreed time (except in exceptional circumstances). If the owner wants the renter to leave at the end of the agreed time, they must give the renter at least 30 days notice. They do not need a reason for ending the tenancy.

### Reasons for the end of a lease

Renters strongly supported the owner needing a reason to end a periodic lease (96%). Renter-owners also supported this (56%). Most owners and real estate agents did not support this proposal (28% and 12%, were in support respectively).

Renters also strongly supported the owner needing a reason to end a fixed-term lease (92%). Renter-owners were neutral (47%). Most owners and real estate agents did not support this proposal (16% and 8%, were in support respectively).

Owners who met with the NSW Rental Commissioner were supportive of reasonable grounds to end a lease provided those reasons

gave flexibility to access their properties for personal or family use or where they will no longer be listed on the rental market for an extended period of time.

'Renters need homes that are stable and secure. Renters deserve to live without fear of unfair "no grounds" evictions from our homes.'

Renter submission, Have Your Say consultation

'Given that the property is a private property, we believe it is reasonable that landlords are able to have tenants leave the property given due notice, and without a reason. Fairness, not law, should involve a reason, and that should best be tested by the Tribunal.'

Owner submission, Have Your Say consultation



‘For renters to have the full benefit of their rights under the Residential Tenancies Act (RT Act), they must be assured that their tenancies cannot be terminated without good reason’

Rental academic submission, Have Your Say consultation

### Notice periods

Renters supported changing the law to have more notice before they must move out of a rental property under a periodic lease (61%). Owners (4%), renter-owners (20%), and real estate agents (4%) did not support changes.

Renters also strongly supported being given more notice before moving out at the end of a fixed-term lease (96%). Renter-owners supported this too (64%), while owners and real estate agents did not support it (31% and 36%, respectively).

### Evidence and temporary stops on leases

Renters strongly supported an owner giving evidence of the reason the lease is ending for all reasons (87–93%). Renter-owners were generally neutral on this, depending on the reason used (42–53%). Owners and real estate agents did not support giving evidence of reasons to end a lease for any reasons (15–24% and 10–23%, respectively).

Renters strongly supported temporarily stopping an owner from leasing a property after they have ended a tenancy because the owner needs the property back (91%). Renter-owners were neutral on this (45%). Owners (13%) and real estate agents (10%) did not support a temporary stop.



### Renters keeping pets

In NSW, a pet can only be kept by a renter if the owner agrees, unless it is an assistance animal (for example, a guide dog). Owners do not need to give a reason to refuse a pet.

Renters (93%) strongly supported changes to the law to require an owner to give a good reason or to go to the NSW Civil and Administrative Tribunal (the Tribunal) if they want to refuse a pet. Renter-owners (58%) also supported this change.

However, owners (72%) and real estate agents (76%) did not support the owner needing to give a reason to refuse a pet.

Renters (52%) were neutral on whether 21 days is too much time for an owner to answer a request to keep a pet. Renter-owners (52%) were neutral that 21 days is the right amount of time, while owners (61%) and real estate agents (58%) thought it is the right amount of time.

Based on all responses, the top three reasons to refuse a pet were:

1. The pet is a restricted animal, or an animal declared dangerous or menacing.
2. The renter keeping the pet on the property would be breaking other laws.
3. The property is not suitable for the pet.

‘When looking for rentals online, the results for dwellings that would “consider pets” dwindles to less than 1 in 5. I just don’t understand why renting with pets needs to be so difficult.’

Renter submission, Have Your Say consultation

‘I am really concerned about making it easier for tenants to have pets. My property is advertised as “no pets” and there are practical reasons for this. Having a pet comes with responsibilities. If a pet owner isn’t meeting those responsibilities then I will be the person chasing them up.’

Owner submission, Have Your Say consultation



## Rent increases and payments

Rent for most leases in NSW can only be increased once in a 12-month period. However, this rule does not apply to fixed-term leases that are less than two years. Instead, for these leases the rent can only be increased if the increase was written into the rental agreement. A renter can also challenge a rent increase if it is excessive by applying to the Tribunal.

There was strong support from renters and renter-owners for limiting rent increases to one per year for all fixed-term leases (97% and 83%, respectively). Owners and real estate agents also supported this change (60% and 72%, respectively).

Renters showed strong support for, while owners and real estate agents did not support:

- Owners needing to show that a rent increase is not excessive (94% renters, 58% renter-owners, 30% owners, 45% real estate agents).
- A rent increase being excessive if it is well above the previous rent (89% renters, 52% renter-owners, 27% owners, 21% real estate agents).

- Preventing rent increases when changing between lease types (92% renters, 48% renter-owners, 17% owners, 23% real estate agents).

Real estate agents had the view that current protections for rent increases are working well (67%). Renters and renter-owners did not agree with this (4% and 28%, respectively) while owners were neutral (50%).

## Free ways to pay rent

The law currently requires that renters have at least one way to pay rent that is free to use and is ‘reasonably available’. Sometimes owners or real estate agents ask for a renter to pay by cheque or cash, which can be inconvenient.

There was very strong support across all groups for changes to the law to require an owner or real estate agent to offer an electronic way to pay rent that is free to use.



## Portable rental bonds

When a renter moves from an old rental to a new one, they pay the bond at the new property before they get their old bond back. A portable rental bond scheme would allow renters to transfer their bond from the old property to the new property while ensuring the integrity of the bond system for owners.

There was strong support from renters (92%) and support from owners (73%) for a portable rental bond scheme that is optional for renters to use. Real estate agents were neutral on this (50%).



## Protecting personal information

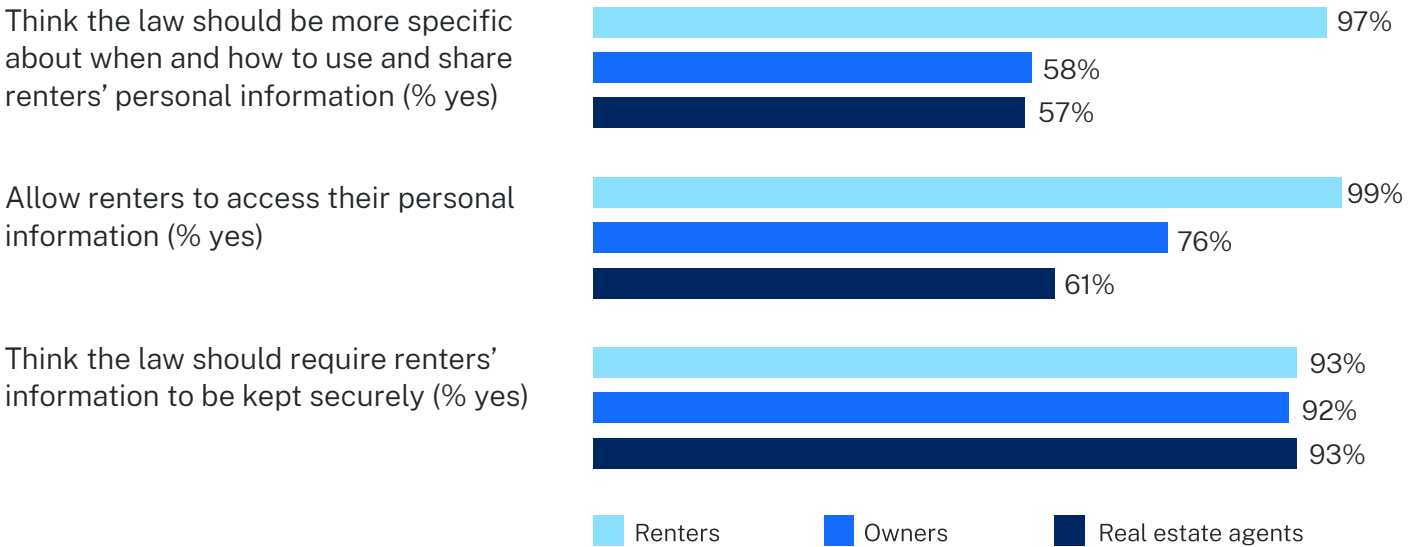
Renters are often asked to give a lot of personal information when they apply for a property. Currently, NSW laws require real estate agents not to use or share someone's confidential information unless given permission or required by law. This does not apply to owners.

There was strong support for change among renters to limit how their information is collected (97%). Owners were neutral (55%).

Renters showed strong support, and owners and real estate agents either supported or strongly supported, changes for:

- More specific laws about when and how to use and share renters' personal information (97%, 58%, 57% respectively).
- Allowing renters to access their personal information (99%, 76%, 61% respectively).
- Requiring renters' information be kept securely (99%, 93%, 92% respectively).

Renters strongly supported laws to limit how long renters' information can be kept (98%). Owners supported this change (69%), while real estate agents were neutral (52%).



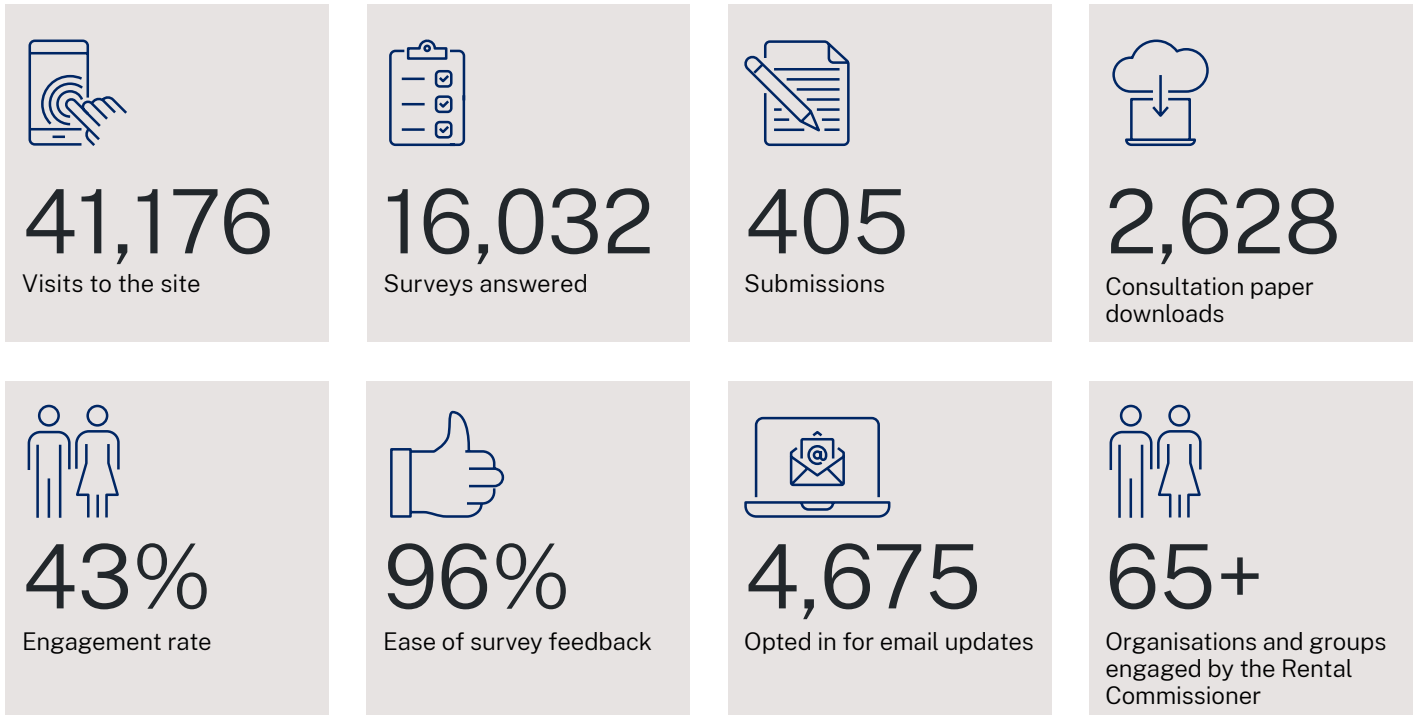
## Snapshot of views

	Renters	Renter-landlords	Landlords and real estate agents
<b>Ending a lease</b>			
Landlords should give a reason to end a periodic lease	●	●	●
Landlords should give a reason to end a fixed-term lease at the end of the term	●	●	●
The number of days' notice to end a periodic lease should be increased	●	●	●
The number of days' notice to end a fixed-term lease should be increased	●	●	●
There should be a temporary stop of leasing a property after the landlord said they needed it back	●	●	●
<b>Pets</b>			
Landlord should require a reason to say no to a pet	●	●	●
21 days is the right amount of time for a landlord to consider a pet application	●	●	●
<b>Rent increases and payment</b>			
The current protections for rent increases are working well	●	●	●
The law should require an electronic way to pay rent that is free to use	●	●	●
<b>Renters' personal information and privacy</b>			
It should be put into law what information can or cannot be collected in a rental application	●	●	●
The law should: <ul style="list-style-type: none"> <li>• be more specific about using and sharing a renter's information</li> <li>• limit how long it can be kept</li> <li>• require that it is kept securely</li> <li>• allow renters access to it.</li> </ul>	●	●	●
<b>Portable bond scheme (allowing renters to transfer a rental bond from property to property)</b>			
The portable bond scheme should be optional	●	●	●

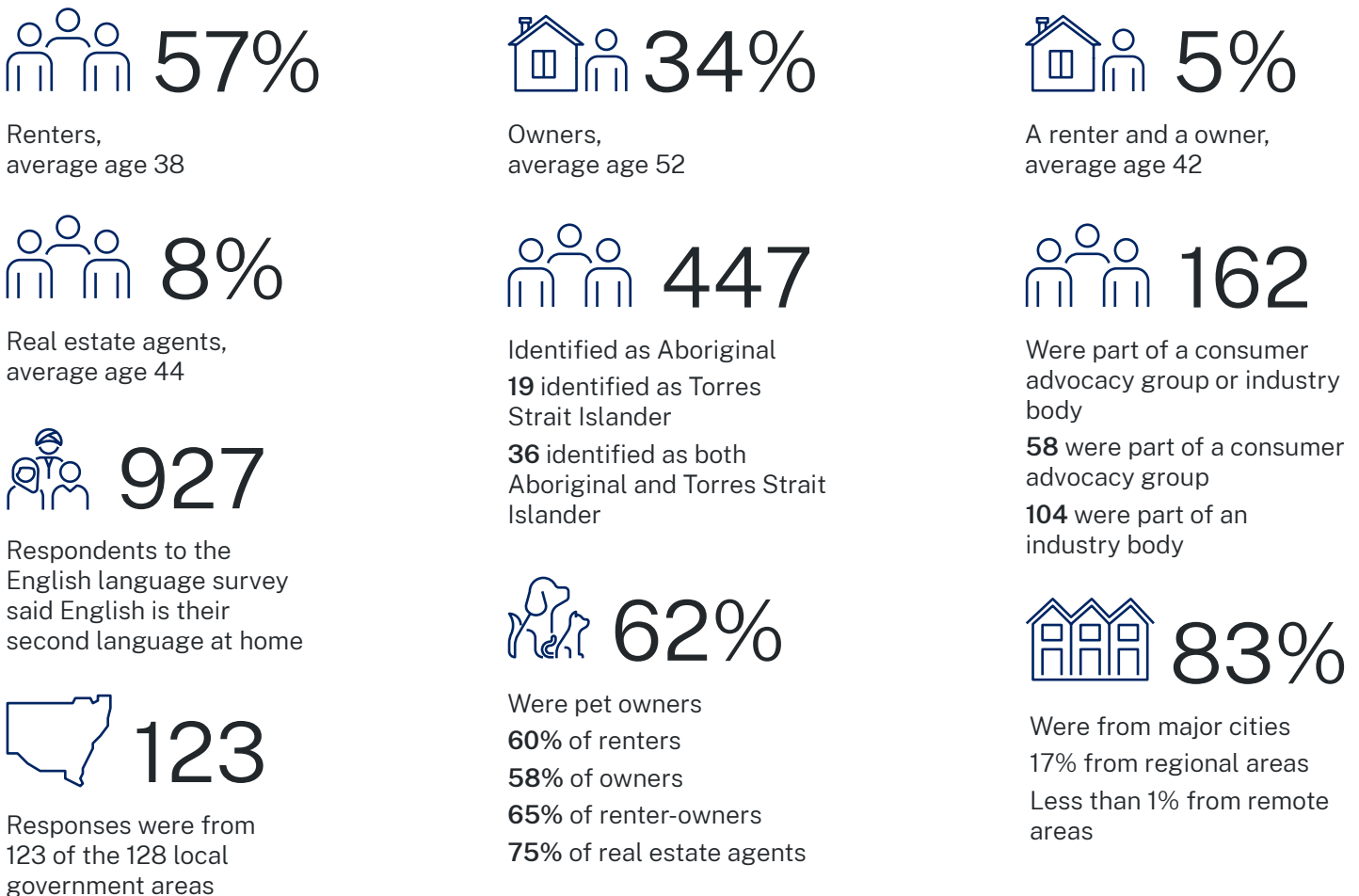
● At least 50% of the group agree

● Less than 50% of the group agree

## Engagement at a glance



## Respondents at a glance\*



\*Most demographic questions were optional

## What next

Community feedback is being used to inform changes to the Residential Tenancies Act to improve renting in NSW. Submissions will be published on the [Improving NSW rental laws](#) consultation page in 2024.

The NSW Rental Commissioner is continuing to work with renters, property providers and industry to inform changes to rental laws, monitor impacts of reforms and strengthen regulation.

## Stay up to date

Follow the [Improving NSW rental laws](#) Have Your Say consultation for updates and on outcomes of this consultation.

## Sign up

[NSW Fair Trading property newsletters.](#)