




# Residential Sales

## Buyers Agents & Property Managers

*Compulsory | Stock & Station – Strata – Commercial & additional topics*

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### Fair Trading Requirements



<p><b>Sales &amp; Buyers Agents</b></p> <ul style="list-style-type: none"> <li>• Anti-Money Laundering &amp; Counter Terrorism</li> <li>• Privacy Law Reforms</li> <li>• Mitigating Risk &amp; Managing Psychosocial Hazards</li> <li>• Residential Tenancy Reforms</li> </ul>	<p><b>Property Managers</b></p> <ul style="list-style-type: none"> <li>• Navigating NCAT</li> <li>• Privacy Law Reforms</li> <li>• Mitigating Risk &amp; Managing Psychosocial Hazards</li> <li>• Residential Tenancy Reforms</li> </ul>
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*\* Residential Sales – Buyers Agents - Property Managers - minimum 4 compulsory topics min 7 hours. PLUS Class 1 agents must complete 5 hours with NSWFT*

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**REAL ESTATE**  
TRAINING & SERVICES NSW

CPD 2025-2026

RESIDENTIAL SALESPeOPLE  
RESIDENTIAL BUYERS AGENTS  
RESIDENTIAL PROPERTY MANAGERS

**RESIDENTIAL TENANCY REFORMS**

### LEARNING OUTCOMES


By the end of this unit, you will be able to:

- 1 Identify key rental reforms and legal updates
- 2 Explain lawful termination of tenancy and re-letting rules
- 3 Interpret legal obligations around pets in rental properties
- 4 Outline lawful rent payments and increase requirements
- 5 Apply compliance practices and dispute prevention strategies

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# COMMENCEMENT OF REFORMS UNDER THE RESIDENTIAL TENANCIES AMENDMENT ACT 2024

## CHANGES COMMENCED ON 31 OCTOBER 2024




### Fees at the start of a tenancy

Clarifying extra fees that are prohibited at the start of a tenancy for prospective tenants.

### Limiting rent increases

Limit rent increases to once per year for all leases.



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## RENT INCREASES

From 31 October 2024 rent increases can only be made once per year for all leases.

Previously, only periodic leases and fixed-term leases of two years or more had this rule.

This change also applies to leases that were in place before the changes started. However, different rules apply for some fixed-term leases of 2 years or less that were started before 13 December 2024.

## FEES AT THE START OF A TENANCY

Changes that started on 31 October 2024 provide clearer criteria for extra costs that a tenant or prospective tenant cannot be charged when searching, applying for, or starting a tenancy.

This includes fees for background checks and fees for preparing a tenancy.

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## CHANGES COMMENCED ON 19 MAY 2025

### Reasons for ending a lease

Landlords are required to have a reason to end a lease (ending no grounds terminations)

### Keeping a pet

Making it easier for tenants to keep pets.

### Rent payments

Ensures tenants can pay rent by bank transfer.

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## CHANGES COMMENCED ON 19 MAY 2025

### ENDING A TENANCY

Landlords need a reason to end a tenancy for both periodic leases and leases at the end of the fixed term.

Landlords also must give tenants a termination notice with an information statement.

These changes also apply to leases that were in place before the change started.



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## CHANGES COMMENCED ON 19 MAY 2025

### KEEPING A PET

New laws will make it easier for tenants to keep pets in their home. A landlord must provide a written response to a pet request within 21 days. If they do not respond, the request is automatically approved.

This change applies to leases that were in place before the changes started and does not apply to purpose-built student accommodation.



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# CHANGES COMMENCED ON 19 MAY 2025

## RENT PAYMENTS

Landlords and agents need to offer tenants rent payment by bank transfer, without any additional fees. This will also include the option to pay via the Commonwealth Government's Centrepay.

If both the tenant and landlord agree, the tenant may pay rent using other options.

Tenants cannot be required to use a particular service provider, such as an app, to pay their rent.





**Landlords can terminate a tenancy for reasons such as:**

- End of fixed term
- Breach of agreement (e.g. rent arrears)
- Sale of property (proposed or actual)
- Change of use (e.g. renovations, landlord moving in)

**Notice Requirements must be in writing, signed, dated and state:**

- Address of premises
- Termination date
- Grounds for termination (if any)



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### Notice to terminate tenancy agreement

**By Landlord or Agent under the Residential Tenancies Act 2010**

Please complete this form using a black pen in BLOCK LETTERS

Name of tenant/s:

I give you notice to leave the premises and give vacant possession (move out) of:

Address of premises:  Postcode:

On  dd/mm/yyyy (insert **termination date** on which tenant is required to vacate premises)

**Note:** refer to the table for *minimum notice periods required to be given to the tenant*  
refer to the table for *supporting documents or information that must be given for certain grounds*

**Reason for termination**

This notice is being given on the following ground:  
(select option to indicate the ground, and complete details as required)

**Actual sale of premises (Section 87D)**  
The landlord has sold the property and the contract for sale requires vacant possession.  
**Note:** supporting documents must accompany this termination notice if using this ground.

**Proposed sale of premises (Section 87E)**  
The premises will be offered for sale with vacant possession.  
**Note:** supporting documents must accompany this termination notice if using this ground.

**Significant renovations or repairs (Section 87F)**  
The premises will be subject to significant renovations or repairs that require vacant possession for the work to be carried out. The renovations or repairs will start within 2 months of the termination date.  
**Note:** supporting documents must accompany this termination notice if using this ground. This ground cannot be used for a premises subject to a repair order (Section 65) or rectification order (Section 65C).

**Demolition of premises (Section 87G)**  
The premises will be demolished. The demolition will start within 2 months of the termination date.  
**Note:** supporting documents must accompany this termination notice if using this ground.

**Not used as rented residential premises (Section 87L)**  
The premises will no longer be used as a rented residential premises and will be used for other purposes for at least 12 months.  
**Note:** supporting documents must accompany this termination notice if using this ground.

**Breach of tenancy agreement: (Section 87C)**  
The tenant has breached clause/s  of the residential tenancy agreement.  
The conduct causing the breach is/was:

**Non-payment of rent, water usage charges or charges for supply of electricity, gas or oil (Section 88)**  
The tenant is 14 days or more behind with the payment of their rent, water or utility charges.  
**Note:** if after serving this notice, the tenant pays all the rent owing or enters into and fully complies with an agreed repayment plan, the tenant is able to stay in the premises and continue the tenancy, unless the landlord/agent applies for and successfully obtains a termination order due to frequent failure to pay rent or charges on time.

**Employee and caretaker residential tenancy agreements (Section 87N)**  
The tenancy agreement is an employee or caretaker agreement, and the employee or caretaker arrangement has ended.

**Property is uninhabitable - agreement frustrated (Section 109)**  
The property has become uninhabitable, is partially destroyed or has been compulsorily acquired.

**Death of a sole tenant (Section 108)**  
There was one tenant on the agreement and the tenant has passed away.  
**Note:** this termination notice must be given to the tenant's legal personal representative.

**Supporting information and documents (Section 85)**

A **Termination Information Statement** must be given to the tenant with this termination notice.  
Certain grounds for termination also require supporting documents to be given to the tenant with this termination notice. See table B.

**Notice to terminate Agency Agreement pdf** <https://www.nsw.gov.au/sites/default/files/noindex/2025-06/notice-to-terminate-tenancy-agreement.pdf>

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## NOTICE PERIODS

Most grounds will require the tenant to give a termination notice to the landlord.

The termination notice must be given in advance and with a minimum amount of time (called a 'notice period'). Tenants can choose to give a longer amount of time if they wish to.

Different notice periods will apply depending on the ground used to end the tenancy, the type of agreement the landlord and tenant have, and the length of that agreement.

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## NOTICE PERIOD EXAMPLES

Ground	Fixed (≤6m)	Fixed (>6m)	Periodic
Sale of property (proposed)	60 days	90 days	90 days
Landlord moving in / change of property use	60 days	90 days	90 days
Breach (e.g. rent arrears)	14 days*	14 days*	14 days
Property unusable / tenant death	Immediate*	Immediate*	Immediate*

\* Some grounds allow immediate or early termination (e.g. Tribunal orders, serious breach)

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## NOTICE PERIOD EXAMPLES

Ground	Fixed (≤6m)	Fixed (>6m)	Periodic
Significant renovations or repairs	60 days	90 days	90 days
Student accommodation	60 days	90 days	90 days
Affordable housing scheme	60 days	90 days	90 days
Transitional housing program	60 days	90 days	90 days
Actual sale of property	30 days	30 days	30 days

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### TENANT'S RIGHT TO EARLY VACATION & RENT LIABILITIES

**PERIODIC TENANCY**

-  Can end at any time with 21 days' written notice
-  Rent only payable until vacate date
-  No break fee applies

### TENANT'S RIGHT TO EARLY VACATION & RENT LIABILITIES

**FIXED-TERM TENANCY**

**Early Exit Notice (no break fee)**

- If landlord ends the tenancy → tenant gives **14 days' notice**
- Can only be used in **last 60-90 days** of the term

**Break Lease (with fee)**

- Applies if tenant leaves early for other reasons
- Fee based on time elapsed:

<25%	4 weeks' rent
25-50%	3 weeks
50-75%	2 weeks
75%+	1 week

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## TENANT'S RIGHT TO EARLY VACATION & RENT LIABILITIES

### WHEN NO BREAK FEES APPLY

- Domestic violence
- Accepted social housing or aged care
- Landlord failed to disclose key info
- Undisclosed sale or asbestos issue
- Rent increase (2+ year agreements)

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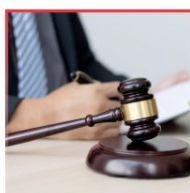
## RE-LETTING RESTRICTIONS AFTER TERMINATION

### What is a re-letting exclusion period?

A set time where landlords **cannot re-rent** the property after ending a tenancy on certain grounds.



Starts from the termination date



It is an offence to re-let during this period



Landlord must inform their agent of:

- The termination date
- The ground used


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# EXCLUSION PERIODS BY TERMINATION GROUND

Reason for Ending Tenancy	Exclusion Period
Significant renovations or repairs	4 weeks
Proposed sale, demolition, or landlord/family moving in	6 months
No longer using the property as a rental home	12 months

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## LANDLORD RESPONSIBILITIES






- Must notify their agent of any exclusion period
- Cannot re-let during exclusion without approval
- Can apply to NSW Fair Trading for an exemption if circumstances change

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1 2 3

## WHEN TO APPLY

Landlord may apply to Fair Trading to re-let during an exclusion period if:

-  The tenancy was ended for a valid reason under the Residential Tenancies Act 2010
-  The re-letting exclusion period is still in effect
-  The original reason for ending the tenancy could not be carried out due to circumstances beyond the landlord's control

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1 2 3

## WHAT TO SUBMIT

-  Copy of original termination notice
-  Supporting documents given to the tenant
-  Evidence of change in circumstances and reason for early re-letting

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1
2
3

## WHAT HAPPENS NEXT

 <p>Fair Trading will review the application</p>	 <p>They aim to respond within 3 working days</p>
 <p>An outcome will be determined once all documents are received</p>	 <p>For more information, view the Re-letting Application Form</p>

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## OFFENCES & PENALTIES

### UNLAWFUL RE-LETTING DURING EXCLUSION PERIOD

Renting out property during an exclusion period without Fair Trading approval is an offence.

**PENALTY - INDIVIDUAL**  
Up to 100 penalty units = \$11,000

**PENALTY - CORPORATION**  
Up to 650 penalty units = \$71,500

## OFFENCES & PENALTIES

### UNLAWFUL POSSESSION

Entering the property to recover possession without Tribunal or court order is an **offence**.

It is only lawful if:

- Acting on Tribunal/court warrant, or
- Tenant has abandoned or vacated the premises

**PENALTY**  
Up to 200 penalty units = \$22,000

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## OTHER COMPLIANCE OFFENCES UNDER THE ACT

Offence	Penalty (max)
Using prohibited or non-standard lease terms (Section 22)	20 units = \$2,200
Failing to disclose material facts (Section 26)	20 units = \$2,200
Not giving condition reports (Section 29)	20 units = \$2,200
Not issuing info statement to tenant (Section 31A)	20 units = \$2,200

Landlords and agents must comply with all notice, disclosure and documentation requirements to avoid significant penalties

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# AMENDMENTS TO THE ACT RELATING TO PETS IN RENTAL PROPERTIES

## Keeping a pet

A landlord is only able to refuse a tenant's request to keep a pet for certain reasons.

Landlords need to provide a written response to a pet request within 21 days. If they do not respond, the request is automatically approved.

There are limits on the kinds of conditions a landlord may ask for. For example, a landlord cannot ask a tenant to increase the bond or the rent as a condition for allowing the pet.

## Keeping a pet

Strata by-laws that ban all pets are not valid and cannot be used as a reason to refuse a pet. If a tenant disagrees with a decision, they can apply to the NSW Civil and Administrative Tribunal.

Once consent to keep a pet has been given, consent continues at that property for the life of the animal, even if the landlord or agent changes. Landlords and agents cannot state in an advertisement that no pets are allowed at a rental property.

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**A. Tenant to complete**

**1 Address of the rental property**

Address:

Postcode:

**2 Pet details**

Note: If you do not yet have your pet, complete as much information as possible about the kind of animal you intend to keep. The following information is needed to help your landlord make an informed decision.

Dog Number:

Cat Number:

Fish Number:

Bird Number:  Type:

Reptile Number:  Type:

Small mammal Number:  Type:

Other Number:  Type:

Microchip number/s for dogs or cats only

Microchip number/s (if applying for more than one dog or cat, clearly label which animal the microchip number relates to)

**OR**

I do not have the pet yet /  My pet is exempt

(If exempt, give details below of why the dog or cat is exempt from microchipping. For example, if the animal is medically exempt)

Details:

Description of animal/s – if known

(Give more details on the type of animal/s and describe any identifying features. For example, for colour, markings or size, if known. Clearly label each animal.)

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You may also want to give information explaining why you think your pet/s should be approved. If helpful, you can respond to the questions below:

- How is the rental property suitable for the pet/s? (For example, size of the property, outdoor areas, gates/fences)
- Are the pet/s permitted under local council laws? (For example, consider any local council restrictions (such as the number of animals))
- Do you have permits or licences for the type of animal, if needed? (For example, for native animals)
- Will the pet/s be kept inside, outside or in an enclosure? (For example, hutch, cage or fish tank)
- Any information regarding the pet/s' welfare? (For example, vaccination activities, daily exercise and care routine)
- If you already have approved pets, how will they live together?

(Note: If applying for multiple pets, be clear about which animal/s you are referring to)

**3 How application is given to landlord**

Method of delivery:  Email  Postal mail  In person

You should keep a record of when the application is sent or given to the landlord or their agent. If sent by post, allow an extra 7 business days for delivery.

**4 Signature/s of the tenant/s**

The request to keep a pet must be made jointly by all co-tenants. If there are more than three co-tenants, please include further details in an attachment.

1. Print name:

Signature:  Date:  all@nsw.gov.au

2. Print name:

Signature:  Date:  all@nsw.gov.au

3. Print name:

Signature:  Date:  all@nsw.gov.au

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Pet application form <https://www.nsw.gov.au/sites/default/files/noindex/2025-05/apply-to-keep-pet-in-rental-property-form.pdf>

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## TENANT APPLICATION PROCEDURES

The pet application form can be given to the landlord/agent at any point during a tenancy and must be given before the pet is kept in the property.

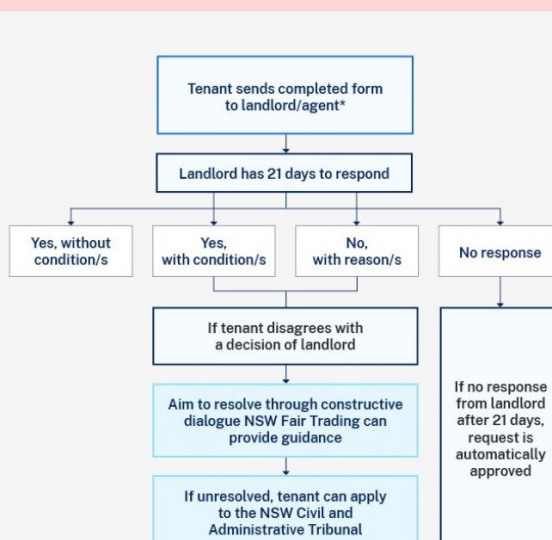
Steps to apply for a pet:

- Complete section A of the pet application form
- Ensure all tenants who are listed on the tenancy agreement sign the form
- Give the form to the landlord or their agent

Tenants should keep a copy of the form for their records.

Landlords can discuss the request with the tenant, including any conditions for consent.

## PROCESS FOR APPLYING TO KEEP A PET



\*If tenant lives in a strata property, strata approval may also be required.

# AGENT RESPONSIBILITIES



Agents/Landlords have 21 days to respond to an application. If no response is given then the pet is automatically approved without conditions.



Agents/Landlords should use this time to discuss the request with the tenant, including any conditions for consent.

To respond to the tenant's request, the landlord must:

- ✓ Complete section B of the pet application form
- ✓ If setting conditions - list the reasonable conditions that will apply to keeping the pet
- ✓ If refusing the pet - give the reasons for refusal and explain why the reason applies
- ✓ Give the completed form to the tenant

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## SECTION B OF THE PET APPLICATION FORM

The screenshot shows the 'SECTION B OF THE PET APPLICATION FORM' with several sections for the landlord to complete:

- A. Approvals:** A section for the agent to provide approval or denial, with checkboxes for 'Yes' and 'No'.
- B. Landlord to complete:** The main section for the landlord's response, including:
  - 1. Landlord's response to the pet request:** A large text area for the landlord to provide their response, including reasons for refusal or conditions for approval.
  - 2. Reasons for refusal - if applicable:** A section for the landlord to list reasons for refusing the pet.
  - 3. Signature of the landlord:** A section for the landlord to provide their name, date, and signature.

### B. Landlord to complete

#### 1 Landlord's response to the pet request

You can **only refuse a pet for certain reasons** listed in this section. More information is provided at the end of this form.

You or your agent should discuss the request with the tenant/s before making your decision.

You must respond to the tenant's request within 21 days by completing and giving them this form. The 21-day period begins the day after the application is given to you or your agent.

If no response is provided after 21 days, the request is approved without conditions.

**Note:** You can approve some animals but not others (for example, approve two dogs, refuse one dog).

I consent to the following animal/s being kept at the rental property: (Please list each animal. Any conditions for the pet/s must be included in section B2)

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The animal is not allowed under other laws

Other laws include:

- Council rules
- Strata and other by-laws
- Community rules
- Other rules

## REFUSAL OF PETS

A landlord can only refuse a tenant's request to keep a pet in a rental property for specific reasons. These are:

- There is an unreasonable number of animals
- The fencing is not appropriate
- There is not enough open space
- The animal can't be kept humanely
- The animal will cause excessive damage
- The animal is not allowed under other laws
- The landlord lives in the rental home
- The tenant did not agree to reasonable conditions

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## REFUSAL OF PETS

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- There is not enough open space
- The animal can't be kept humanely
- The animal will cause excessive damage
- The animal is not allowed under other laws
- The landlord lives in the rental home
- The tenant did not agree to reasonable conditions

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## DISPUTES ABOUT PET APPLICATIONS

Tenants can dispute a landlord's refusal of a pet, or a condition of the landlord's consent.

They can dispute this if:

- the reason the landlord refused the pet is not applicable, or
- a condition set by the landlord is unreasonable

A tenant or landlord who disagree over a refusal or a condition should have constructive conversations and attempt to resolve it together.

NSW Fair Trading can also help by facilitating the conversation or by giving information to both parties about their rights and obligations.

If the issue is still unresolved, the tenant can apply to the NSW Civil and Administrative Tribunal (the Tribunal). The tenant must apply within 28 days of receiving the landlord's response, unless an extension is granted by the Tribunal.

The Tribunal can:

- give an order to allow the tenant to keep the pet at the property
- remove, change or replace an unreasonable condition

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## Tenants in a strata property

Tenants in a strata property may also need separate approval from the strata owners corporation, if required by the strata by-laws. This is in addition to the landlord's consent.

Before bringing a pet into a strata property tenants should:

Check the strata by-laws to see if strata approval of pets is needed

If strata approval is needed, follow the approval process in the by-laws

Also complete a pet application form for the landlord

Submit both applications as soon as possible to avoid delays to the pets being approved

Not all strata schemes require pets to be approved. Check the by-laws to see what rules they have for pets, including rules for keeping pets in the scheme.

The rules often cover:

Keeping the animal within your property

Watching the animal when on common property

Cleaning up after you animal on common property

By-laws about pets may not require a fee, or nond or insurance for the keeping of a pet.

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## Conditions for keeping a pet

A landlord can put reasonable conditions on keeping a pet.

Landlords and tenants should discuss what conditions may be reasonable for the animal before the landlord gives their response.

Conditions must be listed in the landlord's response to the tenant's application.

Reasonable conditions include:

- The animal is not allowed indoors - only for animals not usually kept inside (e.g. chickens)
- The carpets must be professionally cleaned at the end of the tenancy - only for appropriate animals
- The property must be professionally fumigated at the end of the tenancy - only for a mammal living indoor


The landlord can set other conditions however they must involve the animal at the property.

Landlords cannot ask tenants to increase the bond or the rent as a condition for allowing the pet. They cannot ask for any other form of security, such as requiring insurance.

Unreasonable conditions include:

- Are overly restrictive about how the tenant can use their home
- Create obligations on the tenant that interfere with or control their day-to-day life
- Are inconsistent with rental laws or other laws (including existing laws about access to or inspection of the property)

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MODULE 4

# RENT PAYMENT METHODS, FEES AND RENT INCREASES

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## FEE-FREE RENT PAYMENT OPTIONS

### WHAT LANDLORDS & AGENTS MUST OFFER

#### Bank transfer (fee-free)

- No additional charges allowed
- Applies to all leases

#### Centrepay (coming soon)

- Landlords/agents only need to register if the tenant requests it

#### Other Key Requirements

- Tenants cannot be forced to use a specific app or service provider
- Other payment options may be used if both parties agree



#### Fee-Free Bank Transfer Start Date

19 May 2025

#### Centrepay Requirement

To commence later (details to be published)

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## PERMITTED UPFRONT PAYMENTS

### LANDLORDS CAN ONLY REQUEST THE FOLLOWING

1

#### Holding Fee (max 1 week's rent)

Only after tenant is approved.  
Must go toward rent if lease is signed.  
Cannot lease to others for 7 days after payment.

2

#### Rental Bond (max 4 week's rent)

Payable via Rental Bonds Online

3

#### Rent in Advance (max 2 weeks)

Must offer a fee-free payment method

4

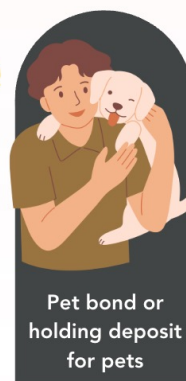
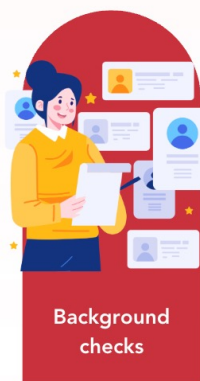
#### Lease Registration Fee

Only if lease is 3+ years  
(payable to NSW Land Registry)

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## COSTS TENANTS DO NOT HAVE TO PAY FOR

Landlords and agents cannot charge for:



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## RENT INCREASE RULES AND TENANT OPTIONS

### When can it be increased?

- Not within first 12 months of tenancy
- At least 12 months between increases
- Applies to both fixed-term and periodic agreements



### Tenant Options

- Check rent using NSW Rent Check tool
- Negotiate with landlord/agent
  - If agreed, lower increase can apply without new 60-day notice
  - Get agreement in writing

### Notice Requirements

Minimum 60 days' written notice before increase starts.

Notice must include:

- New rent amount (not just the increase)
- Start date of new rent
- Be signed, dated, and properly addressed



### Disputing an Increase

- Apply to NCAT within 30 days if increase is excessive
- Must provide evidence (e.g. similar local rents, property condition)
- Tribunal may set rent for next 12 months



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## NSW FAIR TRADING'S ROLE IN ENFORCING THE ACT

Providing accessible guidance to tenants, landlords, and agents about their rights and obligations under the Act (e.g. rent increases, entry rights, bond handling, rent bidding rules).

The complaint service offer by Fair Trading is a voluntary process between parties involved in a tenancy or real estate or property dispute who have been unsuccessful in resolving the issue themselves.

Advises government bodies during statutory Act reviews and legislative updates, based on stakeholder feedback.

Monitors rental market practices such as rent bidding, publishes insights, and issues compliance reports.

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## PRACTICAL STEPS AGENTS CAN TAKE TO PREVENT OR MINIMISE DISPUTES AND ENSURE COMPLIANCE WITH THE ACT

### Prevent or minimise

- Set clear expectations early
- Communication professionally and transparently, also providing notice and respecting privacy
- Respond to requests promptly (e.g. repairs)
- Keeping clear records of notices delivered, condition reports, and rent ledgers
- Follow legal notice requirements
- Use early dispute resolution

### Compliance

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## PRACTICAL STEPS AGENTS CAN TAKE TO PREVENT OR MINIMISE DISPUTES AND ENSURE COMPLIANCE WITH THE ACT

### Prevent or minimise

- Use correct documentation
- Lodge bonds on time
- Follow notice rules
- Respect tenant rights
- Stay informed of legal updates
- Maintain accurate records

### Compliance

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**REAL ESTATE**  
TRAINING & SERVICES NSW

CPD 2025-2026  
**RESIDENTIAL PROPERTY MANAGERS**

**NAVIGATING  
NCAT**

NSW CIVIL AND  
ADMINISTRATIVE TRIBUNAL

### LEARNING OUTCOMES

By the end of this unit, you will be able to:

- 1 Describe NCAT's role, structure, and jurisdiction in residential tenancy matters
- 2 Explain who can apply to NCAT
- 3 Describe the conciliation process at NCAT
- 4 Demonstrate how to prepare for an NCAT hearing and what to expect during
- 5 Describe the types of NCAT orders

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# Reliable Realty's Storage Strife

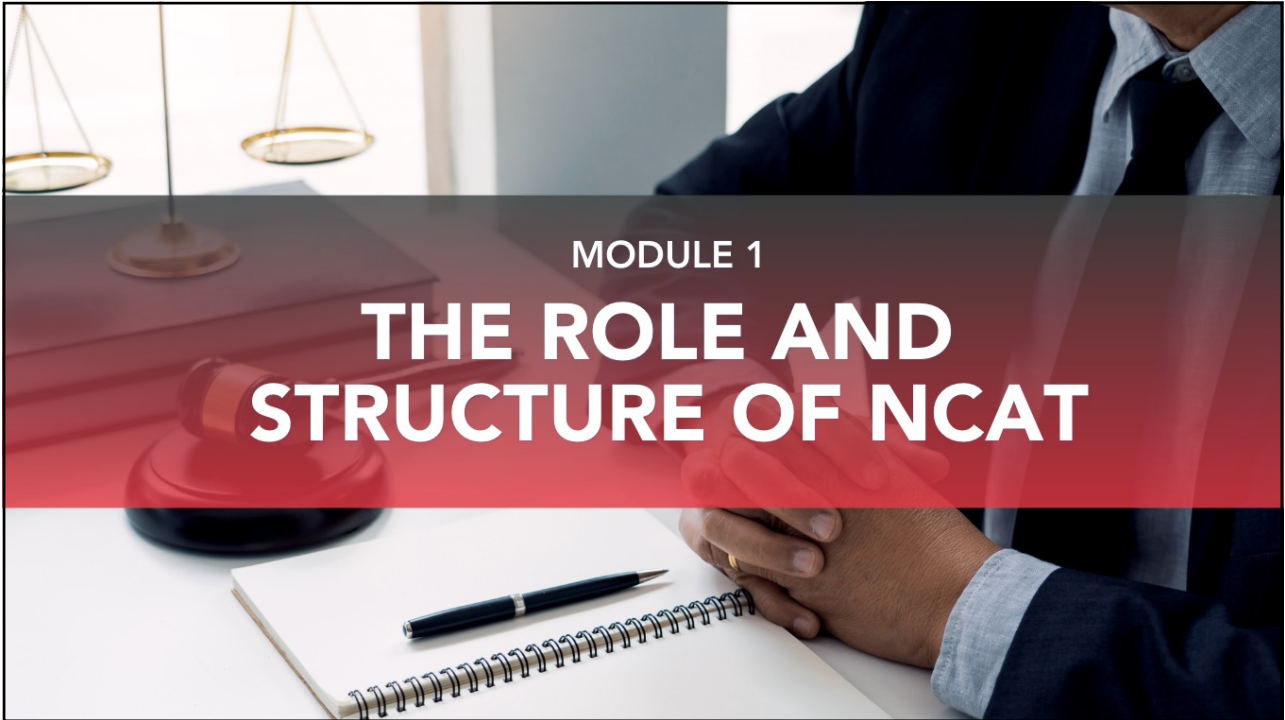
(Based on a true story)

A case study brought to you by

**REAL ESTATE**  
TRAINING & SERVICES NSW

[https://player.vimeo.com/video/965858761?h=4dc5c936cc&badge=0&autopause=0&player\\_id=0&app\\_id=58479%22%20frameborder=%22%22%20allow=%22autoplay%20fullscreen%20picture-in-picture%20clipboard-write%22%20title=%22Supervision%20Guidelines%202024%20Case%20Study](https://player.vimeo.com/video/965858761?h=4dc5c936cc&badge=0&autopause=0&player_id=0&app_id=58479%22%20frameborder=%22%22%20allow=%22autoplay%20fullscreen%20picture-in-picture%20clipboard-write%22%20title=%22Supervision%20Guidelines%202024%20Case%20Study)

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## WHAT IS NCAT?

NCAT is a specialist tribunal established to resolve disputes in a faster and less costly manner than traditional courts. This is accomplished by providing a simplified method or structure for resolving common issues so that you don't require a lawyer. It's designed for everyday people. It also helps real estate agencies reduce risk.

Residential tenancy disputes fall under NCAT's Consumer & Commercial Division, which handles issues like rent, repairs, bond claims, and terminations between landlords and tenants.

### HOW IS NCAT STRUCTURED?

**President:** A Supreme Court judge leads NCAT.

**Divisions:**

- Administrative & Equal Opportunity
- Occupational
- Guardianship
- Consumer & Commercial (for tenancy matters)

**Members:** Hearings are conducted by Tribunal Members (Principal, Senior, or General).

**Registries:** Administrative support is provided by the Principal Registry and regional Divisional Registries.

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<p><b>Civil and Administrative Tribunal Act 2013 (NSW)</b></p> <p>Establishes NCAT and outlines its purpose: to resolve matters in a just, quick, and cheap way. It sets out the Tribunal's structure and principles.</p> <p><b>Civil and Administrative Tribunal Rules 2014 (NSW)</b></p> <p>Details how NCAT proceedings must be run from filing applications to attending hearings. Emphasizes accessibility and fairness.</p>	<p><b>Civil and Administrative Tribunal Regulation 2022 (NSW)</b></p> <p>Supports the Act and Rules by covering additional procedures and practical matters.</p> <p><b>Residential Tenancies Act 2010 (NSW) and Regulation 2024</b></p> <p>Covers tenancy-specific matters such as bond refunds, rent arrears, lease terminations, and repair obligations.</p>
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## What tenancy matters fall under NCAT's jurisdiction?

WITHIN NCAT'S JURISDICTION	OUTSIDE NCAT'S JURISDICTION
<ul style="list-style-type: none"> <li>• <b>Bond claims</b> – e.g. landlord withholding bond without valid reason</li> <li>• <b>Repairs and maintenance</b> – when either party fails to carry out required work</li> <li>• <b>Termination orders</b> – including eviction applications and breaches of agreement</li> <li>• <b>Rent increases</b> – assessing if an increase is excessive or unlawful</li> </ul>	<ul style="list-style-type: none"> <li>• Disputes <b>outside the NSW tenancy framework</b> (e.g. interstate matters)</li> <li>• <b>Large or complex civil cases</b> involving high-value commercial property</li> <li>• Appeals that fall outside NCAT's own appeal panel — these may go to the <b>Supreme or District Court</b></li> </ul>

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## STRUCTURE & KEY STAGES OF THE NCAT HEARING PROCESS

Application & Case Management

Preparation

Hearing

Decision

Appeal or Review

Applications are submitted online through [NCAT's portal](#), along with supporting evidence. Once received, NCAT conducts a preliminary review - they schedule the mediation or hearing and may issue directions (e.g. deadlines for submitting documents to them and the other party).

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## STRUCTURE & KEY STAGES OF THE NCAT HEARING PROCESS

Application & Case Management

Preparation

Hearing

Decision

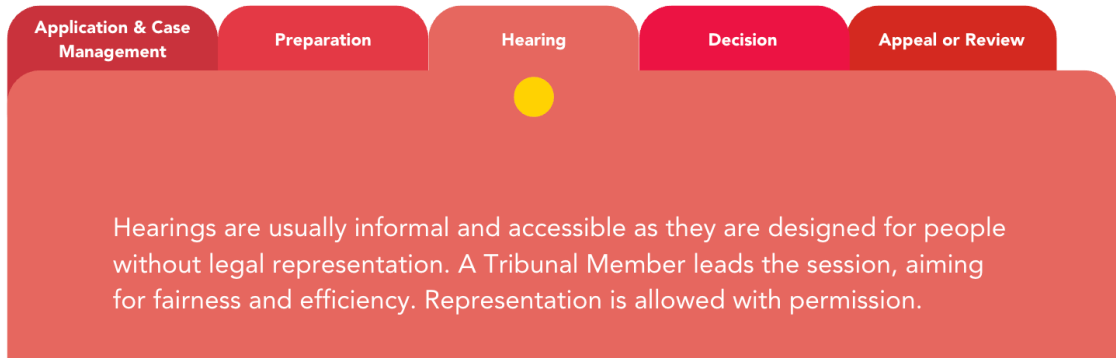
Appeal or Review

Parties must prepare their case by collecting relevant documents such as:

- Lease agreements, bond records, repair invoices
- Condition reports, photos, written communication
- Witness statements
- All documents should be organised logically and shared with all parties ahead of the hearing.

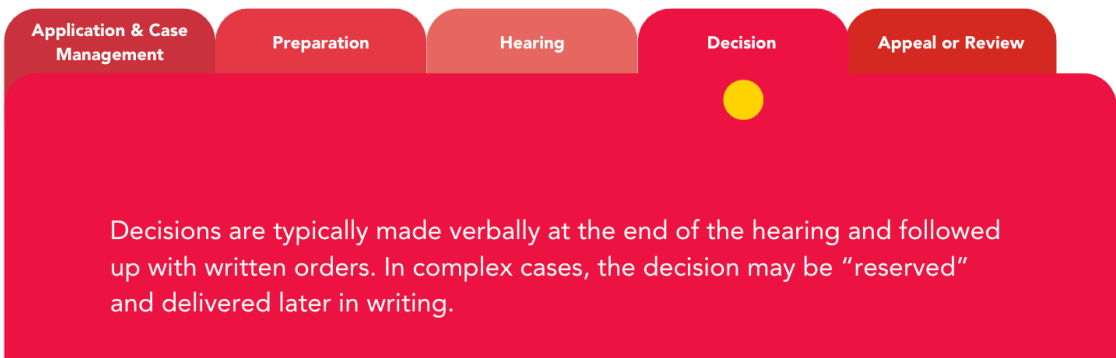
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## STRUCTURE & KEY STAGES OF THE NCAT HEARING PROCESS



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## STRUCTURE & KEY STAGES OF THE NCAT HEARING PROCESS



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## STRUCTURE & KEY STAGES OF THE NCAT HEARING PROCESS

Application & Case  
Management

Preparation

Hearing

Decision

Appeal or Review


Parties may challenge decisions through NCAT's internal Appeal Panel (on legal grounds). Some matters may also be escalated to higher courts in limited circumstances.

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## MODULE 2

# APPLICATION TO NCAT

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### WHAT ABOUT URGENT MATTERS?

NCAT may fast-track cases in urgent circumstances, such as:

- Illegal lockouts
- Threats to personal safety, such as domestic violence
- Significant risk of property damage

In these cases, hearings can be scheduled within 7 days of the application.



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## HOW TO PREPARE AND SUBMIT A TENANCY APPLICATION

Step 1   Step 2   Step 3   Step 4   Step 5   Step 6



### Gather Key Information & Evidence

Collect relevant documents to support your case:

- Residential tenancy agreement
- Bond reference number
- Rent records, breach notices, condition reports
- Photos, emails, letters, and other communication
- Use correct legal names for all parties (e.g. full business names, ABNs/ACNs if applicable)

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## HOW TO PREPARE AND SUBMIT A TENANCY APPLICATION

**Step 2**

**Register on [NCAT Online Services](#)**

Create or log into your account. You'll need to provide ID (100 points) and complete a profile.

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## HOW TO PREPARE AND SUBMIT A TENANCY APPLICATION

**Step 3**

**Complete the Application**

- Select "Tenancy and Social Housing" as the case type
- Clearly explain the issue and the specific orders you're seeking (e.g. bond refund, rent arrears, repairs)
- Reference the relevant section of the Residential Tenancies Act 2010 if possible

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## HOW TO PREPARE AND SUBMIT A TENANCY APPLICATION

Step 1   Step 2   Step 3   **Step 4**   Step 5   Step 6

**Pay the Filing Fee**

- Generally under \$100
- Reduced fees may apply for concession holders or financial hardship

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## HOW TO PREPARE AND SUBMIT A TENANCY APPLICATION

Step 1   Step 2   Step 3   Step 4   **Step 5**   Step 6

**Submit the Application**

- Online via the NSW Online Registry (fastest method)
- Or via post / in-person at an NCAT Registry.

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## HOW TO PREPARE AND SUBMIT A TENANCY APPLICATION

Step 1 Step 2 Step 3 Step 4 Step 5 Step 6

**Receive a Notice of Hearing**

- Once submitted, NCAT issues a notice confirming the mediation / conciliation or hearing date. This may be immediate or shortly after submission.

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## APPLICATION TIMEFRAMES



### Standard matters

Hearings are typically scheduled 4–6 weeks after filing.



### Urgent applications

For serious matters (e.g. illegal lockout), hearings can be listed within 7 days.



### Deadline to apply

Most applications must be lodged within 28 days of the relevant incident (e.g., breach notice).



### Extensions

NCAT may allow extensions in certain circumstances under Section 41 of the Civil and Administrative Tribunal Act 2013.

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## SERVICE OF DOCUMENTS

- Once the application is submitted, NCAT sends a copy to the other party.
- If NCAT issues directions, you must submit your evidence by the given deadline.
- Documents must be:
  - Clearly labeled (lettered or numbered)
  - Indexed and organised
  - Provided in identical folders to both NCAT and the other party



Missing a deadline or failing to properly serve documents can cause delays or even dismissal of your case. Extensions must be requested in advance, with notice to the other party.

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## What is conciliation?

Conciliation is a voluntary, informal negotiation step offered before formal hearings at NCAT. It allows parties to talk directly with the help of a neutral conciliator often leading to faster, less stressful outcomes.


- Encourages open discussion in a private setting
- Gives parties a chance to shape their own solution, rather than having one imposed
- Saves time, energy, and cost by potentially avoiding a full hearing

Whilst voluntary, NCAT will often schedule a recommended mediation first.

Sometimes, depending on the outcome of the mediation, the formal hearing may even happen on the same day.



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## WHAT HAPPENS IF THEY AGREE?

If a resolution is reached, the outcome is recorded and becomes a binding NCAT order, just like one made after a formal hearing.

💡 Conciliation is not mandatory, but strongly encouraged by NCAT.

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## The Conciliator & Your Role

### WHAT THE CONCILIATOR DOES:

- Acts as a **neutral facilitator**, not a judge or legal adviser
- Helps both parties **identify key issues** and explore options
- Encourages respectful, open discussion
- If agreement is reached, **helps record it clearly** forming a binding NCAT order

### WHAT'S EXPECTED OF THE PARTIES:

- Arrive **prepared** with evidence and a willingness to talk
- Stay **respectful, listen actively**, and **stay calm**
- Focus on **resolution**, not blame
- Be open to **reasonable compromise** even partial agreements can help narrow issues for hearing

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## HOW TO COMMUNICATE EFFECTIVELY DURING CONCILIATION:

- Be clear about what you want**  
 Start with a short, calm summary of your issue and the outcome you're hoping for. Clarity reduces confusion and sets the tone.
- Listen without interrupting**  
 Let the other party speak and take notes if needed. Listening can help you understand their position and build common ground.
- Stay respectful and professional**  
 Avoid emotional escalation. Focus on facts, not feelings. A calm and courteous tone increases the chances of resolution.
- Focus on the issue not the person**  
 Don't make it personal. Stick to the matter at hand: the rent, the bond, the repairs, etc.
- Only agree to what you genuinely accept**  
 If you reach an agreement, make sure it's written down and that both parties clearly understand the terms.

💡 If things get tense or unclear, it's okay to ask the conciliator for help reframing the conversation.


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## OUTCOMES FROM CONCILIATION




**Full Agreement**

- All issues are resolved
- The outcome is written up as a legally binding NCAT order



**Partial Agreement**

- Some issues are resolved
- Remaining issues move forward to a formal hearing

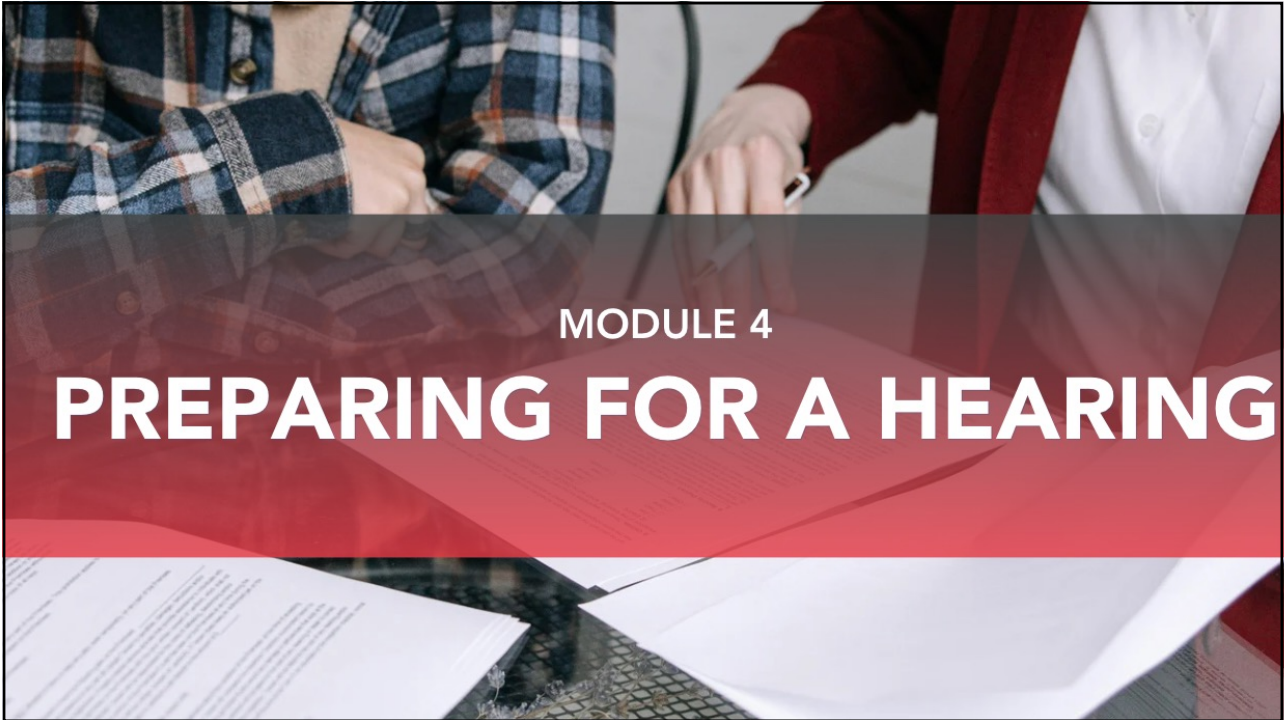


**No Agreement**

- No resolution is reached
- The case proceeds directly to a hearing

💡 Anything said in conciliation is confidential and cannot be used in the hearing unless both parties agree to it being included.

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**HOW TO PREPARE AND SUBMIT EVIDENCE FOR NCAT**

Step 1   Step 2   Step 3   **Step 4**   Step 5

**Start early and gather everything**

- ✓ Include tenancy agreements, rent records, repair invoices, correspondence, condition reports, and photos
- ✓ Organize chronologically and store in folders for easy access

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## HOW TO PREPARE AND SUBMIT EVIDENCE FOR NCAT

Step 1 Step 2 Step 3 Step 4 Step 5

**Prepare your written evidence**

- ✓ Use either:
  - **Statements:** informal, signed accounts from involved parties or witnesses
  - **Affidavits:** formal, sworn statements signed before a JP or solicitor, using NCAT templates

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## HOW TO PREPARE AND SUBMIT EVIDENCE FOR NCAT

Step 1 Step 2 Step 3 Step 4 Step 5

**Attach and label everything clearly**

- ✓ Number attachments (e.g., "Attachment A – Photo of damage")
- ✓ Refer to the numbered attachments within your statement or affidavit

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## HOW TO PREPARE AND SUBMIT EVIDENCE FOR NCAT

Step 1

Step 2

Step 3

Step 4

Step 5

### Submit as instructed

- ✓ Submit physical copies by post or in person — unless NCAT specifically permits email
- ✓ Send the same evidence to both NCAT and the other party

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## HOW TO PREPARE AND SUBMIT EVIDENCE FOR NCAT

Step 1

Step 2

Step 3

Step 4

Step 5

### Follow the timeline

- ✓ NCAT will issue a Directions Timetable with specific due dates
- ✓ Plan ahead for postal delays and leave time for printing, compiling, and delivery

💡 Disorganised, late, or unlabeled evidence is a common reason for delays.

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# DO YOU HAVE AUTHORITY TO REPRESENT A CLIENT AT NCAT?



## Who can represent a landlord at NCAT?

- Landlords may attend the hearing themselves
- Lawyers or other agents can represent them but permission is not automatic



## What if you're a property manager or support worker?

You'll need written authority to act on the landlord's behalf.

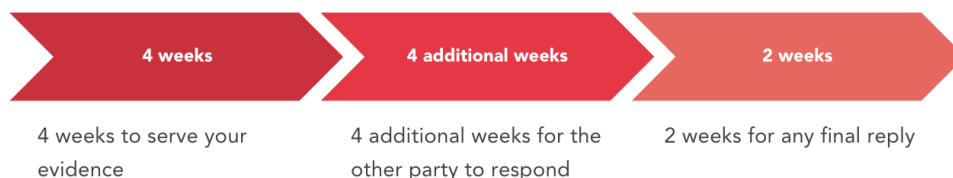
Examples include:

- A signed managing agency agreement
- A Power of Attorney or formal written consent
- NCAT may request proof especially if there's a dispute or if the matter is complex

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## NCAT TIMEFRAMES & YOUR RESPONSIBILITIES

WHEN DOES NCAT SET DEADLINES?



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## WHAT ARE YOUR RESPONSIBILITIES?

- Submit **on or before** the deadlines
- Send identical physical copies to **both NCAT and the other party**
- Expect listing for an initial hearing within **2-5 weeks** after your application
- Interim hearings may only be **15 minutes** so be fully prepared

## WHAT IF YOU NEED MORE TIME?

- You must request an extension **before the deadline**
- Include reasons and notify the other party
- Approval is at NCAT's discretion and late evidence may be rejected



Allow time for printing, organising, and delivery especially for multiple cases or postal submissions.

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## WHO'S WHO IN AN NCAT HEARING?



### Tribunal Member

- Presides over the hearing, asks questions, and ensures the process is fair
- Makes the final decision either on the spot or later (a reserved decision)



### Representatives (if appointed)

- Lawyers or authorised agents (e.g., property managers with written authority)
- Must be approved by the Tribunal Member
- Speak on behalf of their client, submit evidence, and ask questions



### Applicant and Respondent

- The **applicant** presents their case first, followed by the respondent
- Both may present evidence, respond to questions, and call witnesses
- The applicant may reply briefly at the end



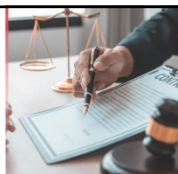
### Other Participants

- **Witnesses** give sworn or affirmed evidence
- **NCAT staff** may assist with security, logistics, or documentation
- **Observers** may attend hearings are public unless confidentiality is ordered
- **Translators**

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## RULES, EVIDENCE, AND REPRESENTATION

NCAT follows structured but flexible procedures. Even though it's more informal than a court, key rules still apply.



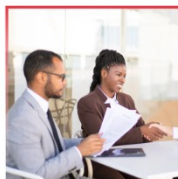
### What rules apply?

- The Civil and Administrative Tribunal Act 2013
- NCAT Rules 2014
- Procedural Directions and Division-specific Guidelines
  - These cover service of documents, summoning witnesses, evidence handling, representation, and even AI use in submissions



### What about evidence?

- NCAT is generally not strictly bound by courtroom evidence rules
- However, evidence still needs to be relevant, fair, and clearly presented
- In complex cases (like misconduct or expert evidence), stricter rules may apply



### Who can represent parties?

- People can represent themselves or be represented by:
- A lawyer (no special permission needed)
  - A non-lawyer agent (like a property manager), with written authority and approval by the Tribunal Member

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## PROFESSIONAL CONDUCT AT NCAT: WHAT'S EXPECTED?



### Addressing the Tribunal

- ✓ Use "Sir" or "Madam", or "Mr/Ms [Surname]"
- ✓ If presided over by a Judge or NCAT President, use "Your Honour"
- ✓ Speak respectfully at all times

### Arrive Early & Be Prepared

- ✓ Late arrivals may miss the hearing entirely
- ✓ Be concise and stick to facts — not opinions or personal attacks
- ✓ Bring extra copies of your documents, clearly labelled



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### Oaths, Affirmations & Evidence


- ✓ Expect to take an oath or affirmation before giving evidence
- ✓ Evidence should be clearly referenced (e.g., "see Exhibit A, email dated...")

### Stay Engaged & Respectful

- ✓ Listen fully before responding
- ✓ Do not interrupt the Tribunal Member or the other party
- ✓ If confused, politely ask for clarification



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**AVOIDING COMMON NCAT PITFALLS**

**Late or Disorganised Evidence**

- Submit on time and in the required format
- Label documents clearly and organise them chronologically
- Prepare at least two copies: one for NCAT, one for the other party

**REAL ESTATE**  
TRAINING & SERVICES INC.

**AVOIDING COMMON NCAT PITFALLS**

**Missing or Unclear Authority**

- If you're not the landlord or tenant, bring written authority
- Property managers and agents must show proof (e.g., managing agreement or signed consent)

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TRAINING & SERVICES INC.

**AVOIDING COMMON NCAT PITFALLS**

**Poor Etiquette or Interruptions**

- Remain courteous at all times — even if others don't
- Avoid sarcasm, raised voices, or personal attacks
- Wait for your turn to speak

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TRAINING & SERVICES INC.

**AVOIDING COMMON NCAT PITFALLS**

**Misunderstanding the Rules of Evidence**

- NCAT is less formal than a court but evidence still matters
- Stick to facts, avoid speculation, and focus on what supports your case

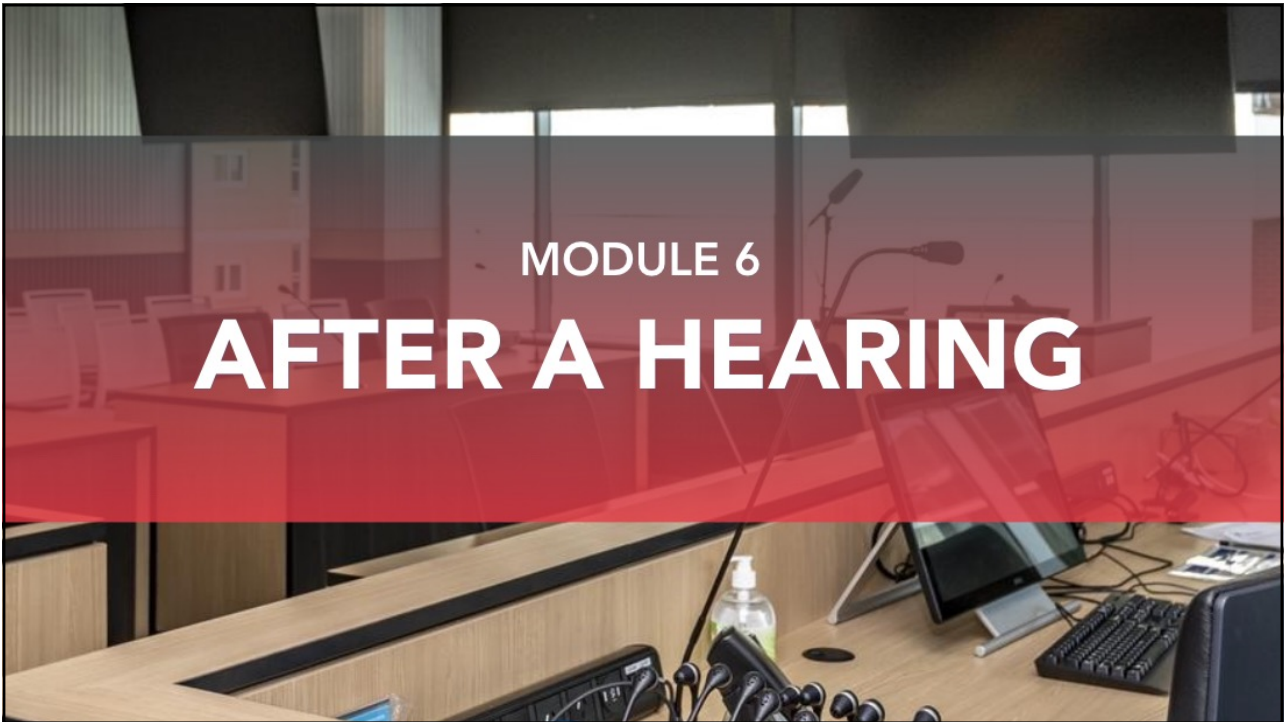
**REAL ESTATE**  
TRAINING & SERVICES INC.

**AVOIDING COMMON NCAT PITFALLS**

**Assuming Postponements Are Easy**

- Adjournments must be requested in advance
- Include valid reasons (e.g., illness, new evidence)
- Never assume a hearing will be rescheduled so always come prepared

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## TYPES OF ORDERS NCAT CAN MAKE

- Monetary Orders
- Termination & Possession
- Repairs & Maintenance
- Access & Privacy
- Rent-Related Orders
- Other Orders

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## TERMINATION & POSSESSION

NCAT may:

- End a tenancy
- Issue a **warrant of possession** (used to evict tenants through the Sheriff's Office)

## RENT-RELATED ORDERS

May include:

- Preventing rent increases
- Reducing rent found to be excessive

## OTHER ORDERS

Depending on the case, NCAT can also issue:

- Recognition of tenant status
- Orders for installation/removal of fixtures
- Compensation for abandonment
- Directions on bond deductions

## MONETARY ORDERS

NCAT can require payment or refund of:

- Rental bond
- Unpaid rent or occupation fees
- Compensation for breach of lease or property damage

## ACCESS & PRIVACY

NCAT may set conditions for:

- When and how a landlord can enter the premises
- How tenant privacy must be respected

## REPAIRS & MAINTENANCE

Orders can compel:

- Landlords to carry out necessary repairs
- Tenants to rectify any damage they caused

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## REVIEWING, APPEALING, AND ENFORCING NCAT ORDERS

### Internal Appeal

- Must be filed within 14 days for tenancy matters
- Apply through the NCAT Appeal Panel
- Appeals must point to a legal error or a miscarriage of justice
- Include full documentation and copies for all parties
- You may request a stay to delay enforcement until the appeal is decided

### External Appeal (Supreme Court)

- Rare and typically only allowed where NCAT acted beyond its jurisdiction or made legal errors
- Handled through formal court procedures

### Enforcement of NCAT Orders

- Monetary orders (e.g. unpaid rent or bond) can be enforced through the Local Court as a debt
- Possession orders may be enforced by applying for a Warrant of Possession, executed by the NSW Sheriff
- Other non-monetary orders may also require court intervention to enforce

### Reinstatements

- Can be requested if:
  - A party missed the hearing with a valid reason
  - Both parties consent to vary the order
- Use NCAT's review form and apply promptly after the decision

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# WHAT HAPPENS IF YOU IGNORE NCAT ORDERS?

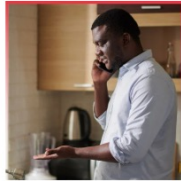
NCAT orders carry weight.

Whether you're supporting a landlord or a tenant, it's your job to help them understand what's at stake and avoid escalating the issue unnecessarily.



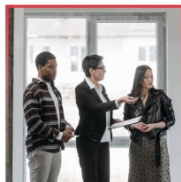
### For Landlords

- Ignoring NCAT orders such as failing to carry out repairs or release a bond can lead to:
  - Forced compliance through enforcement actions
  - Orders to pay the tenant's legal costs
- Potential monetary penalties or reputational harm



### For Tenants

- Refusing to comply (e.g., by not vacating after a termination order or failing to pay rent arrears) may result in:
  - A Warrant of Possession, leading to eviction by the NSW Sheriff
  - Debt recovery proceedings, with added interest and enforcement costs



### For Both Parties

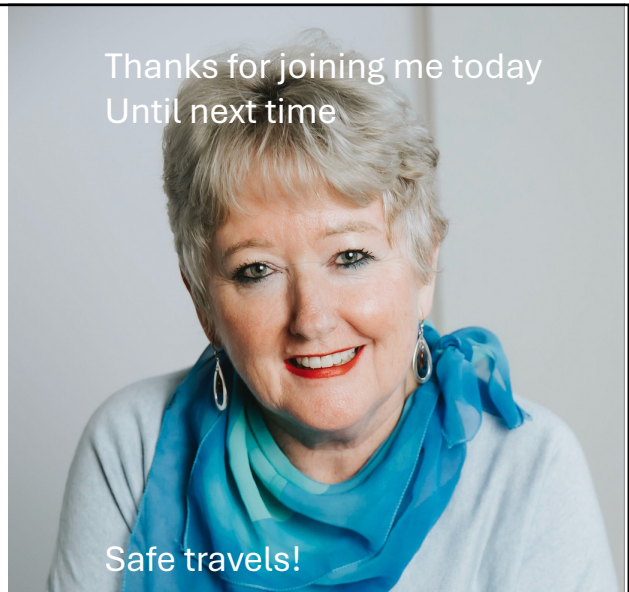
Further legal exposure, such as:

- Enforcement hearings
- Additional costs or penalties
- Lasting reputational damage within rental databases or professional circles

## Keep Going!



Thanks for joining me today  
Until next time



Safe travels!

[www.evelyn.id.au/cpd](http://www.evelyn.id.au/cpd)