

**REAL ESTATE**  
TRAINING & SERVICES NSW

## Residential Sales

### Buyers Agents & Property Managers

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

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**NSW GOVERNMENT** Fair Trading Requirements

**Sales & Buyers Agents**

- Anti-Money Laundering & Counter Terrorism
- Privacy Law Reforms
- Mitigating Risk & Managing Psychosocial Hazards
- Residential Tenancy Reforms

**Property Managers**

- Navigating NCAT
- Privacy Law Reforms
- Mitigating Risk & Managing Psychosocial Hazards
- Residential Tenancy Reforms

\* 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  
CPO 2025-2026  
RESIDENTIAL SALES/PROPLE  
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

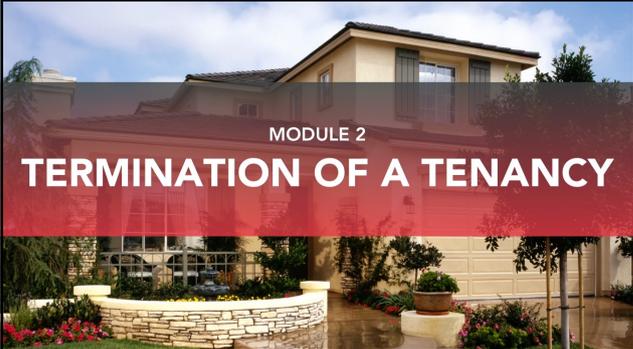
Landlords and agents need to offer tenants rent payment by bank transfer, without any additional fees. This will also include the option to pay via the Commonwealth Government's Centrepay.

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.



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## MODULE 2 TERMINATION OF A TENANCY

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**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**

Use Landlord or Agent version. The Information Statement is 20/25/26.

Please complete this form using a black pen or a blue ballpoint pen.

Name of tenancy: \_\_\_\_\_

I give you notice to leave the premises and give vacant possession (shown next) of:

Address of premises: \_\_\_\_\_ include \_\_\_\_\_

On \_\_\_\_\_ (insert date) I terminate the tenancy and give vacant possession of the premises.

**Reason for termination**

This notice is being given on the following ground:

Reason for termination to be given to the tenant:

Refer to the table for appropriate grounds in the information statement for certain grounds.

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

**Proposed sale of premises (Section 87D)**  
The premises will be offered for sale and vacant possession. Please supporting documents must accompany this termination notice if using this ground.

**Significant renovations or repairs (Section 87D)**  
The premises are to be subject to significant renovations or repairs that require vacant possession for the work. The premises will be offered for sale and vacant possession. Please supporting documents must accompany this termination notice if using this ground. The ground cannot be used for a premises subject to lease under Division 88B or sub-paragraphs 88C(2)(b).

**Demolition of premises (Section 87D)**  
The premises will be demolished. The demolition will occur within 6 months of the termination date. Please supporting documents must accompany this termination notice if using this ground.

**Not paid or unpaid residential premises (Section 87D)**  
The premises are to be used as residential premises and will be used for other purposes for at least 12 months. Please supporting documents must accompany this termination notice if using this ground.

**Employee and carer residential tenancy agreements (Section 87D)**  
The tenancy agreement is an employee or carer agreement and the termination or vacatable arrangement has been made. Please supporting documents must accompany this termination notice if using this ground.

**Resident's occupational agreement (Section 87D)**  
The premises have become unoccupiable in a party's occupation or have been compulsorily acquired.

**Death of a sole tenant (Section 100)**  
There was no tenancy of the agreement and the tenant has passed away. Please supporting documents must accompany this termination notice if using this ground.

**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 85).

**Notice to terminate Agency Agreement pdf** <https://www.rsa.gov.au/sites/default/files/inline-files/2025-26/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

#### 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

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

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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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Pet application form <https://www.nsw.gov.au/tenants/rental-property/pets/keeping-a-pet>

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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.

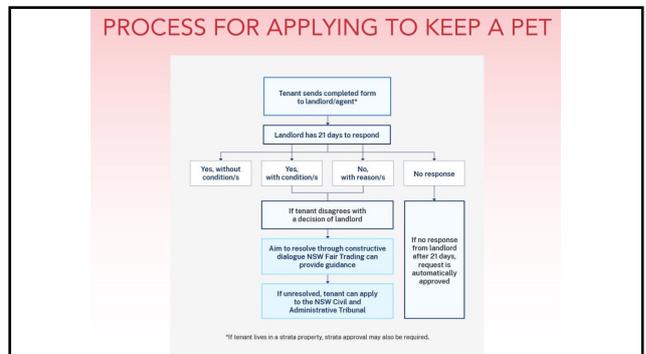
Steps to apply for a pet:

- 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.

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## 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



**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 pets must be included in section B2)

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### 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:

**The animal is not allowed under other laws**

Other laws include:

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

- 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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- 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 bond 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

<h1>1</h1> <p><b>Holding Fee</b> (max 1 week's rent)</p> <p><small>Only after tenant is approved. Must go toward rent if lease is signed. Cannot lease to others for 7 days after payment.</small></p>	<h1>2</h1> <p><b>Rental Bond</b> (max 4 week's rent)</p> <p><small>Payable via Rental Bonds Online</small></p>
<h1>3</h1> <p><b>Rent in Advance</b> (max 2 weeks)</p> <p><small>Must offer a fee-free payment method</small></p>	<h1>4</h1> <p><b>Lease Registration Fee</b></p> <p><small>Only if lease is 3+ years (payable to NSW Land Registry)</small></p>

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### COSTS TENANTS DO NOT HAVE TO PAY FOR

Landlords and agents cannot charge for:

Background checks

Property viewings

Preparing/filling out lease

Initial keys/opening devices

Pet bond or holding deposit for pets

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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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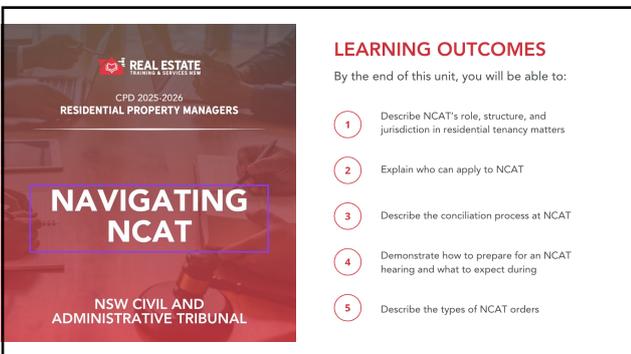
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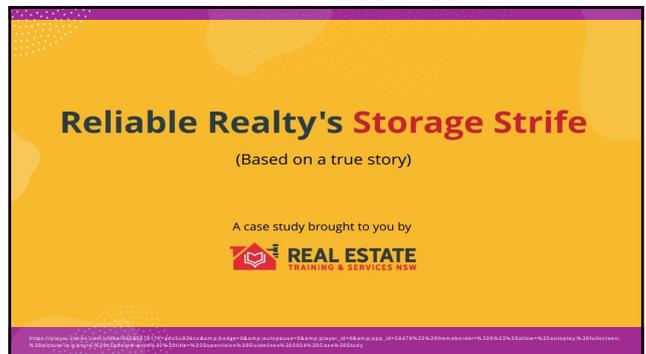
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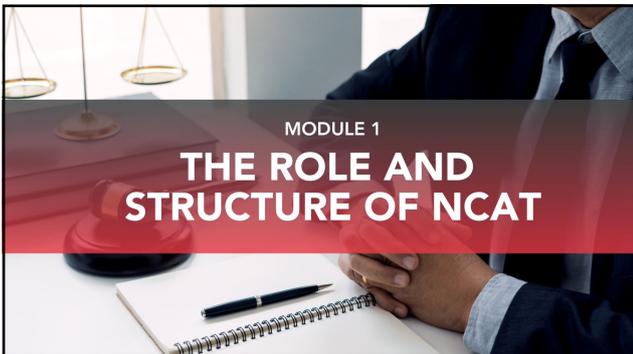
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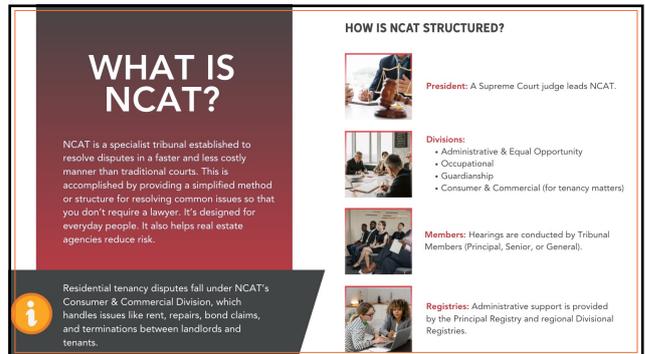
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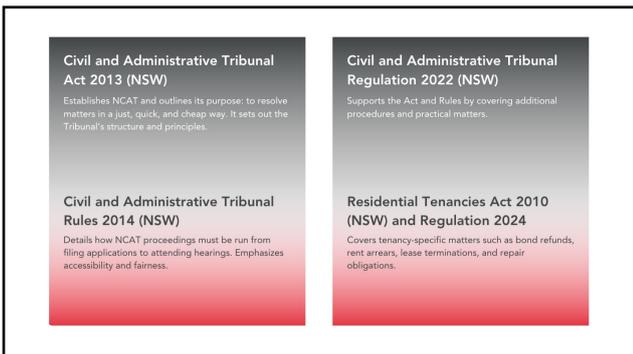
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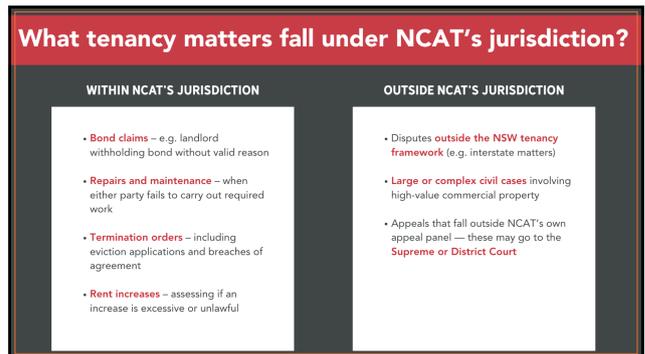
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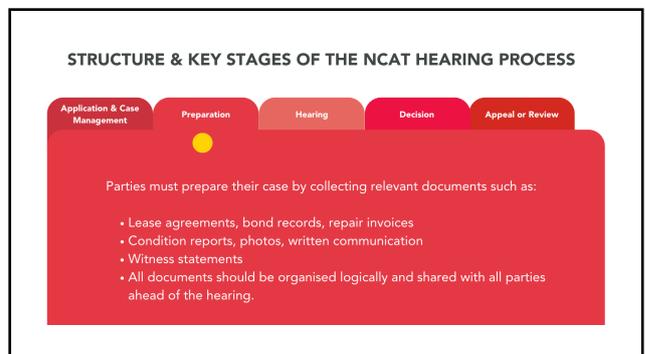
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**STRUCTURE & KEY STAGES OF THE NCAT HEARING PROCESS**

Hearings are usually informal and accessible as they are designed for people without legal representation. A Tribunal Member leads the session, aiming for fairness and efficiency. Representation is allowed with permission.

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**STRUCTURE & KEY STAGES OF THE NCAT HEARING PROCESS**

Decisions are typically made verbally at the end of the hearing and followed up with written orders. In complex cases, the decision may be "reserved" and delivered later in writing.

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**STRUCTURE & KEY STAGES OF THE NCAT HEARING PROCESS**

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**

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

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

**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	Urgent applications	Deadline to apply	Extensions
Hearings are typically scheduled 4-6 weeks after filing.	For serious matters (e.g. illegal lockout), hearings can be listed within 7 days.	Most applications must be lodged within 28 days of the relevant incident (e.g., breach notice).	NCAT may allow <u>extensions</u> 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

**i** 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.

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.

- 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

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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.

**i** Conciliation is not mandatory, but strongly encouraged by NCAT.

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## The Conciliator & Your Role

WHAT THE CONCILIATOR DOES:	WHAT'S EXPECTED OF THE PARTIES:
<ul style="list-style-type: none"> <li>• Acts as a <b>neutral facilitator</b>, not a judge or legal adviser</li> <li>• Helps both parties <b>identify key issues</b> and explore options</li> <li>• Encourages respectful, open discussion</li> <li>• If agreement is reached, <b>helps record it clearly</b> forming a binding NCAT order</li> </ul>	<ul style="list-style-type: none"> <li>• Arrive <b>prepared</b> with evidence and a willingness to talk</li> <li>• <b>Stay respectful, listen actively, and stay calm</b></li> <li>• Focus on <b>resolution</b>, not blame</li> <li>• Be open to <b>reasonable compromise</b> even partial agreements can help narrow issues for hearing</li> </ul>

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## HOW TO COMMUNICATE EFFECTIVELY DURING CONCILIATION:

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

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

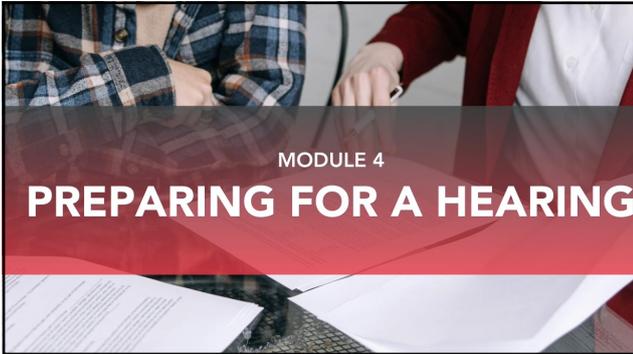
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## OUTCOMES FROM CONCILIATION

<p><b>Full Agreement</b></p> <ul style="list-style-type: none"> <li>• All issues are resolved</li> <li>• The outcome is written up as a legally binding NCAT order</li> </ul>	<p><b>Partial Agreement</b></p> <ul style="list-style-type: none"> <li>• Some issues are resolved</li> <li>• Remaining issues move forward to a formal hearing</li> </ul>	<p><b>No Agreement</b></p> <ul style="list-style-type: none"> <li>• No resolution is reached</li> <li>• The case proceeds directly to a hearing</li> </ul>
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⚠ 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?



4 weeks to serve your evidence      4 additional weeks for the other party to respond      2 weeks for any final reply

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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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## MODULE 5 FORMAL HEARING

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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

#### 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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#### 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

#### AVOIDING COMMON NCAT PITFALLS

##### Misunderstanding the Rules of Evidence

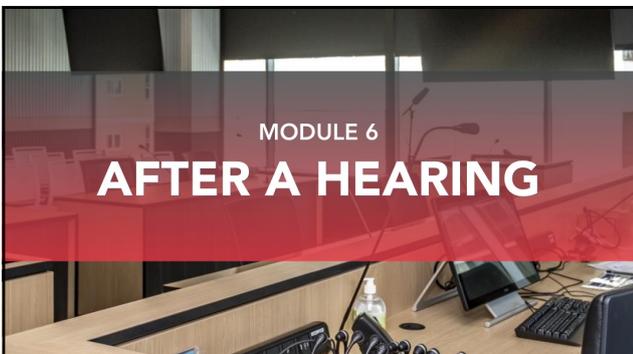
- NCAT is less formal than a court but evidence still matters
- Stick to facts, avoid speculation, and focus on what supports your case

#### 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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MODULE 6

# AFTER A HEARING

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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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<p><b>TERMINATION &amp; POSSESSION</b></p> <p>NCAT may:</p> <ul style="list-style-type: none"> <li>• End a tenancy</li> <li>• Issue a warrant of possession (used to evict tenants through the Sheriff's Office)</li> </ul>	<p><b>RENT-RELATED ORDERS</b></p> <p>May include:</p> <ul style="list-style-type: none"> <li>• Preventing rent increases</li> <li>• Reducing rent found to be excessive</li> </ul>	<p><b>OTHER ORDERS</b></p> <p>Depending on the case, NCAT can also issue:</p> <ul style="list-style-type: none"> <li>• Recognition of tenant status</li> <li>• Orders for installation/removal of fixtures</li> <li>• Compensation for abandonment</li> <li>• Directions on bond deductions</li> </ul>
<p><b>MONETARY ORDERS</b></p> <p>NCAT can require payment or refund of:</p> <ul style="list-style-type: none"> <li>• Rental bond</li> <li>• Unpaid rent or occupation fees</li> <li>• Compensation for breach of lease or property damage</li> </ul>	<p><b>ACCESS &amp; PRIVACY</b></p> <p>NCAT may set conditions for:</p> <ul style="list-style-type: none"> <li>• When and how a landlord can enter the premises</li> <li>• How tenant privacy must be respected</li> </ul>	<p><b>REPAIRS &amp; MAINTENANCE</b></p> <p>Orders can compel:</p> <ul style="list-style-type: none"> <li>• Landlords to carry out necessary repairs</li> <li>• Tenants to rectify any damage they caused</li> </ul>

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**REVIEWING, APPEALING, AND ENFORCING NCAT ORDERS**

<p><b>Internal Appeal</b></p> <ul style="list-style-type: none"> <li>• Must be filed within 14 days for tenancy matters</li> <li>• Apply through the NCAT Appeal Panel</li> <li>• Appeals must point to a legal error or a miscarriage of justice</li> <li>• Include full documentation and copies for all parties</li> <li>• You may request a stay to delay enforcement until the appeal is decided</li> </ul>	<p><b>Enforcement of NCAT Orders</b></p> <ul style="list-style-type: none"> <li>• Monetary orders (e.g. unpaid rent or bond) can be enforced through the Local Court as a debt</li> <li>• Possession orders may be enforced by applying for a Warrant of Possession, executed by the NSW Sheriff</li> <li>• Other non-monetary orders may also require court intervention to enforce</li> </ul>
<p><b>External Appeal (Supreme Court)</b></p> <ul style="list-style-type: none"> <li>• Rare and typically only allowed where NCAT acted beyond its jurisdiction or made legal errors</li> <li>• Handled through formal court procedures</li> </ul>	<p><b>Reinstatements</b></p> <ul style="list-style-type: none"> <li>• Can be requested if:             <ul style="list-style-type: none"> <li>• A party missed the hearing with a valid reason</li> <li>• Both parties consent to vary the order</li> </ul> </li> <li>• Use NCAT's review form and apply promptly after the decision</li> </ul>

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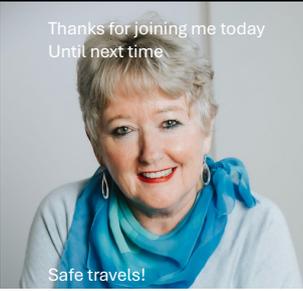
**WHAT HAPPENS IF YOU IGNORE NCAT ORDERS?**

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.

	<p><b>For Landlords</b></p> <ul style="list-style-type: none"> <li>• Ignoring NCAT orders such as failing to carry out repairs or release a bond can lead to:             <ul style="list-style-type: none"> <li>• Forced compliance through enforcement actions</li> <li>• Orders to pay the tenant's legal costs</li> </ul> </li> <li>• Potential monetary penalties or reputational harm</li> </ul>
	<p><b>For Tenants</b></p> <ul style="list-style-type: none"> <li>• Refusing to comply (e.g., by not vacating after a termination order or failing to pay rent arrears) may result in:             <ul style="list-style-type: none"> <li>• A Warrant of Possession, leading to eviction by the NSW Sheriff</li> <li>• Debt recovery proceedings, with added interest and enforcement costs</li> </ul> </li> </ul>
	<p><b>For Both Parties</b></p> <p>Further legal exposure, such as:</p> <ul style="list-style-type: none"> <li>• Enforcement hearings</li> <li>• Additional costs or penalties</li> <li>• Lasting reputational damage within rental databases or professional circles</li> </ul>

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 <p><b>Keep Going!</b></p>	 <p>Thanks for joining me today Until next time</p> <p>Safe travels!</p>
<p><a href="http://www.evelyn.id.au/cpd">www.evelyn.id.au/cpd</a></p>	

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