

Navigating the New Rental Laws in New South Wales

Whether you're a landlord, tenant, or property investor, discover how the new rental laws across NSW will impact you.





What's changing?

On 24 October 2024, the NSW Parliament passed the Residential Tenancies Amendment Bill 2024. The legislation is now the Residential Tenancies Amendment Act 2024. Additional regulations covering no-grounds terminations and pet provisions are part of the Residential Tenancies Amendment Regulation 2025.

These changes aim to make renting fairer and more stable for tenants while providing greater clarity and confidence for landlords.

Key Reforms:

- Landlords must provide valid reasons to end a lease – ending 'no grounds' terminations.
- Tenants can request to keep a pet, with limited grounds for refusal.
- Rent increases limited to once per year
- No upfront application fees.
- Tenants must be offered bank transfer as a payment option.

When Do the Changes Start?

Already in effect from 31 October 2024:

- Ban on application fees
- Annual limit on rent increases

Coming into effect 19 May 2025:

- Reasons required to end a lease
- Pet consent process
- Fee-free payment option
- Longer notice periods
- Re-letting restrictions

Application Fees

As of 31 October 2024, tenants and rental applicants can no longer be charged extra fees when searching for, applying for, or starting a tenancy.

This includes charges for background checks and preparing tenancy agreements, which are now prohibited.

Rent Increases

From 31 October 2024, rent can only be increased once every 12 months for all lease types.

Previously, this rule only applied to periodic agreements and fixed-term leases longer than two years. It has now been extended to cover all leases.

Please note: different rules still apply to fixed-term leases of two years or less that were signed before 13 December 2024.

Keeping a Pet

As of the 19 May 2025, tenants will have greater rights when it comes to keeping pets. Landlords will only be able to refuse a pet for specific reasons and must respond to pet requests within 21 days, otherwise, approval is automatic.

They won't be allowed to increase the rent or bond as a condition for having a pet, and blanket "no pets" rules.

Paying Rent

From 19 May 2025, landlords must offer a fee-free bank transfer option. Centrepay must also be offered later in 2025 if the tenant requests it. Tenants cannot be forced to use a particular service or app.

Ending a Tenancy

Landlords will be required to provide a valid reason to end a tenancy, whether it's a periodic or fixed-term lease.

Acceptable reasons include:

- A breach of the lease by the tenant, such as non-payment or property damage
- The property is being sold or offered for sale with vacant possession
- The property requires major repairs, renovations, or demolition
- The property will no longer be used as a rental (e.g. converted to a business)
- The landlord or a family member intends to move into the property
- The tenancy is tied to employment, and that employment has ended

Landlords must provide tenants with a termination notice that includes an official information statement outlining both parties' rights and obligations.

In certain cases supporting documentation must also be provided.

Re-Letting Restrictions

In some situations, when a landlord or agent ends a lease, a mandatory waiting period, known as a re-letting restriction, applies before a new tenancy can begin. The length of this restriction depends on the reason the tenancy was terminated, such as selling the property, carrying out major renovations, or the landlord or their family moving in.

Notice Periods for Ending a Lease

From 19 May 2025, tenants must receive adequate notice before being required to vacate a property.

The notice period required will generally be:

- Periodic leases: at least 90 days' notice
- Fixed-term leases of 6 months or less: at least 60 days' notice, with the end date no earlier than the fixed term's expiry
- Fixed-term leases longer than 6 months: at least 90 days' notice, with the end date no earlier than the fixed term's expiry

Shorter notice periods will still apply in specific cases, such as when the tenant breaches the agreement.

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