

Renting and COVID-19

SUPRA has been assisting many students with tenancy matters related to the impacts of COVID-19. Here are the answers to the most common questions.

How is the government helping tenants affected by COVID-19?

Extra protections are in place. These include a restriction on eviction for rent arrears for eligible tenants, and extended notice periods for certain other lease termination reasons.

How long are the extra protections in place?

The extra protections are in place from **15 April 2020 until 26 March 2021**, unless extended.

Does the restriction on eviction for rent arrears apply to me?

The restriction on eviction for rent arrears only applies to COVID-19-impacted tenants. To be eligible you must be able to show that you or a rent-paying member of your household has:

1. lost a job or has reduced income because of COVID-19

or

had to stop or reduce work hours because either they had COVID-19,
or because of carer responsibilities due to COVID-19

and

2. because of this your total household income has been reduced by 25% or more.

Find out more about [eligibility and the process](#).

All tenants not impacted by COVID-19 are expected to keep paying their rent and charges in full.

What happens if our household income has reduced by 25% or more because of COVID-19?

If you need a rent reduction, your landlord (or agent) **must enter into good faith negotiations**.

You should write to your landlord to start the process. [NSW Fair Trading has prepared this template letter](#) for you to fill in and send to your landlord.

If you do negotiate a rent reduction, make sure you get it in writing.

What information about my finances can the landlord ask for?

You will need to provide evidence to show that you meet the eligibility requirements. This could include proof such as payslips, or bank statements.

Landlords can't tell you to [access your superannuation](#) to cover the rent. They can only make you aware of the Government's early Superannuation Access scheme. Find out more about [eligibility and how to apply for this scheme](#).

What if I can't negotiate a rent reduction with my landlord?

You or your landlord should [apply to use the formal dispute resolution process](#) for rent reduction negotiations provided by NSW Fair Trading. You will need to provide evidence to NSW Fair Trading about your previous income and all of your current income.

Can my landlord evict me if I can't pay my rent?

From 14 June 2020, if you fall behind on your rent due to COVID-19 and are eligible for protection, the landlord must apply to the NSW Civil and Administrative Appeals Tribunal ([NCAT](#)) to evict you for rent arrears.

At NCAT your landlord will first need to show that they undertook formal rent reduction negotiations with you through NSW Fair Trading. They must also show that it is fair and reasonable to evict you.

What happens if I get a termination (eviction) notice from the landlord?

If your household income was affected by COVID-19, you don't have to leave. The landlord will need to go to [NCAT](#) to obtain an order so that they can evict you.

If you receive a termination notice from your landlord, [contact SUPRA](#) for advice.

Even with a rent reduction, I still can't afford it and I want to leave; can I?

If you're in a periodic (or ongoing) agreement, you still need to give 21 days' notice.

If you're in a fixed term agreement, you'll need to break the lease. You'll need to pay the break fee, or compensation for [breaking the lease early](#).

However, if you are an eligible tenant and have tried formal rent negotiations through NSW Fair Trading with your landlord, you can apply to NCAT to have the break fee reduced to a maximum of 2 weeks' rent.

See the [NCAT website](#) for more details, and for how to make an application to NCAT.

If you think you might need to break your lease, [contact us](#) for advice before you take any action.

If I do get a rent reduction, do I need to pay any rent back later?

It depends on what type of rent reduction you negotiated. **You can reduce rent by a waiver, a deferral, or a mixture of both.**

A **rent waiver** is where your landlord agrees you don't have to pay that portion of your rent at all. A **rent deferral** is where your landlord agrees to let you pay that portion of your rent at a later date.

When negotiating with your landlord, think about whether or not you'll be able to pay any deferred rent in the future.

You should make sure your written agreement states exactly what has been agreed to. If you accept a rent deferral, make sure you include the start date of the repayments and the amount of the instalments.

Will I be placed on a tenancy database by my landlord?

You can't be listed on a [tenancy database](#) ('blacklisted') if the listing is for rent arrears and you were eligible for extra protection because you were financially impacted by COVID-19.

If you're not an eligible tenant, you could be listed on a tenancy database for rent arrears for up to 3 years.

Does the extended notice period apply to me?

An extended notice period of 90 days now applies for all tenants when a landlord wants to end:

- a fixed-term agreement
- a periodic agreement
- a tenancy because of a breach of agreement (other than for non-payment of rent or charges).

Find out more about the [extended notice periods](#).

Do these extra protections apply to all housing?

Be aware that the rules may vary for different types of agreements or different kinds of housing.

If you are not sure what type of agreement or kind of housing you have, [contact us](#) for advice.

More information

Find out more about:

- [steps you can take if you are having trouble paying your rent because of COVID-19](#)
- [what you need to know about renting and COVID-19](#)

- [the laws that prevent tenants from being evicted during the COVID-19 pandemic.](#)

[SUPRA](#) can also provide advice and assistance with tenancy and other COVID-19-related problems.

Disclaimer

This information is current as at December 2020 and is intended as a guide to the law as it applies to people who live in or are affected by the law as it applies in NSW. It does not constitute legal advice.

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