

Renting: during your tenancy

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It is extremely important you communicate any issues you are having with your rental property in writing (letter, email, text, messaging) to your landlord or agent. Keep copies of your communications in case there are any issues later on.

You can find [lots of information](#) about how to deal with various issues that arise during your tenancy.

Dealing with a pest infestation

Under tenancy law, the question of who is responsible for dealing with a pest infestation can be tricky. Depending on the individual case, it may be either your landlord's responsibility (as part of their obligation to provide habitable premises and maintain them in a reasonable state of repair), or it may be your responsibility as the tenant (as part of your obligation to keep the premises reasonably clean).

[More information about dealing with pests and vermin.](#)

Dealing with a mould problem

A mould issue is similar to a pest issue. It may be caused by a state of disrepair, which is the landlord's obligation to address. The landlord must provide the premises in a state which is 'fit for habitation', and this includes the property having adequate ventilation, and proper working plumbing and drainage.

As a tenant, you must keep the property 'reasonably' clean, tell the landlord about any damages and take reasonable steps to mitigate loss, such as ventilating the property to prevent mould.

[More information about dealing with mould.](#)

Repairs: urgent and non-urgent

Repairs are classified into two categories: urgent and non-urgent. An example of urgent repairs is a gas leak, blocked or broken toilet, serious roof leak, dangerous electrical fault or serious damage caused by a flood, storm or fire.

Whether the issue is urgent or not, you must inform your landlord or agent about the repair issue in writing. If the landlord or agent cannot be contacted, is unwilling to do any urgent repairs, or is taking too long, you can arrange to do the repairs yourself, as long as the repairs are under \$1,000. Do not do any repairs that cost more than \$1,000 or you may not get your money back.

[More information on repairs, getting repairs done and getting reimbursed for repairs.](#)

Inspections

Tenants are entitled to 'reasonable peace, comfort and privacy' in your use of the premises. Your landlord or agent must not interfere with, or cause or permit anyone to interfere with, your peace, comfort and privacy.

The landlord or their agent is authorised to enter to premises if they have a valid reason and have given proper notice. There are exceptional circumstances when the landlord or agent can enter without consent or proper notice.

[More information on permitted inspection frequencies and notice periods.](#)

Disclaimer

This information is current as of June 2023 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.

Written by SUPRA Postgraduate Advocacy Service and SUPRA Legal Service June 2023