

Negotiating with your lessor

This fact sheet contains general information about negotiating with your lessor.

'Lessor' is a term for your landlord.

Renegotiating a new lease with an existing lessor

If the lessor offers you a new residential tenancy agreement, take the time to read it carefully before signing. If possible, get someone else to look over it too.

Check important details carefully – how long the lease will run for, rent, utility costs, and any special conditions (such as whether there will be a gardener or pool technician included in the rent, or whether you will be required to maintain).

Do not sign the agreement if you do not agree with the terms.

If the rent is being increased and you are unhappy with this, see tips below for negotiating affordable rent.

Starting/negotiating a new lease with a new lessor

Consider whether you can afford the moving costs (eg removalist trucks), furniture and whitegoods, rent in advance (maximum 2 weeks), bond (maximum 4 weeks' rent), insurance, connection fees (electricity, gas, phone and internet) and household needs (crockery and bedding).

When viewing the property, take note of any defects (eg no curtains, overgrown garden or tears in flyscreens). Take photos if you can. Note that the lessor is still required to provide the property to you in a reasonable state of cleanliness

and repair having regard to the age and character of the property – for further information see our fact sheet on [maintenance and repairs](#).

Read the agreement carefully before signing and get someone else to look over it too. Do not sign if you do not agree with all the terms. Check important details carefully – how long the lease will run for, rent amount, utility costs, and any special conditions (such as whether there will be a gardener or pool technician included in the rent, or whether you will be required to maintain).

If you believe the rent is too high, see tips below for negotiating affordable rent.

Negotiating affordable rent

If you believe the rent offered is too high or has been increased excessively, you can try to negotiate with the lessor to reduce the rent.

When entering into negotiations, have a minimum and a maximum position you are willing to settle on. Do not agree to pay more than you can afford, otherwise you risk your lease being terminated for failure to pay rent – for further information see our fact sheet on [termination by the lessor](#).

You may wish to speak to a financial counsellor to plan what will be affordable for your household (details at the end of this fact sheet).

You can write to the lessor requesting a rent reduction. It is a good idea to provide supporting evidence, such as the following:

1. If the property is damaged or not in the best state of repair and the lessor is unwilling to fix these, you can specify these issues in your request for a rent reduction. Examples could include broken items, pests, insulation, security (locks on doors and windows and keys to open/close them), mould/dampness/leaks, ventilation, noise levels, garden (overgrown?) smoke alarms and RCDs. Make sure you take photos and mark these issues on the incoming property condition report if you have just moved in or notify the lessor ASAP if issues arise during the tenancy. The lessor may be in breach for failing to fix particular issues prior to you moving in – for further information see our fact sheets on [security](#) and [maintenance and repairs](#).
2. Do some research to gauge a realistic market value of comparable rentals in the area. Provide screenshots of these rentals (and the rental amount) to the lessor.
3. If the value of items (eg whitegoods and furniture) provided with the property have decreased since you moved in, take photos and provide to the lessor.
4. If rent is increased during your tenancy and you believe this is excessive, you can apply to Court for an order that the rent be reduced. For further information,

see our fact sheet on [rent increases](#). Note that this does not apply to starting a new tenancy or signing a new tenancy agreement, and only applies if you receive a notice of increase *during* a fixed term agreement.

The residential rent relief grant scheme may be able to assist you to pay your rent if it has been increased and you can no longer afford it. For further information, see our fact sheet on the [residential rent relief grant scheme](#).

For further information on how and when rent can be increased, see [Rent Increases After the Emergency Period](#) fact sheet.

Negotiating a move out date if the lessor wants you to leave

The lessor cannot force you to leave the property without a court order – for further information, see our fact sheet on [termination by the lessor](#).

If you want to leave the property in accordance with the lessor's request for you to do so, you must take formal steps to terminate your tenancy agreement.

If you are on a fixed term agreement:

You can provide at least 30 days' notice in writing to terminate your fixed term agreement at its expiry date. For notice requirements, see our fact sheet on [ending your tenancy](#).

If you want to leave before the fixed term expires, you can negotiate a mutual agreement in writing with the lessor to terminate early. You can try to negotiate for the lessor to pay you some compensation for early termination (eg moving costs). Make sure you include as part of the written agreement how much the lessor agrees to pay you (if anything). If the lessor does not agree to

pay you any compensation and you are not happy with this, you do not need to move out and can let the lessor know you will be staying until at least the end of the fixed term agreement.

If you are on a periodic tenancy agreement:

You only need to give 21 days' notice in writing to terminate your periodic tenancy without grounds. For notice requirements, see our fact sheet on [ending your tenancy](#).

If you want to leave earlier, you can negotiate a mutual agreement in writing with the lessor for an earlier termination date (see above).

Negotiating disposal of the bond

The bond can only be disposed once the tenancy has terminated.

All of the bond should be returned to you unless you owe money for outstanding rent or bills, or are responsible for damage or cleaning/gardening costs (as a tenant, you are required to deliver up the property in as close as possible to the same condition as when you moved in minus fair wear and tear).

If you have not heard from the lessor since you moved out, or want to speed up the bond disposal process, you can write to the lessor requesting the lessor to complete a bond disposal form.

If there are any disputes about the condition of the property, you should not sign the bond disposal form or consent to the e-bonds disposal process. You should write to the lessor explaining why you dispute each claim – you can refer

to the property condition reports, photos and any correspondence between you and the lessor/property manager (such as emails showing your request for repairs that were never done). You can also request copies of work orders or quotes for any work that the lessor wants to charge you for. You can also provide the lessor with any quotes you have obtained.

If you cannot reach an agreement, either you or the lessor can apply to the Magistrates Court for disposal of the bond. You can continue to negotiate up to the court hearing, and withdraw your court application if you reach agreement.

Seek further advice if your matter is going to court.

Further information on getting back your bond can be found [here](#).

Residential Tenancies Mandatory Conciliation Service

The Residential Tenancies Mandatory Conciliation Service may be able to help you and the lessor reach agreement about a dispute rather than going to court. Details of the service can be found [here](#).

You can call the Financial Counsellors Helpline on 1800 007 007 for financial support and financial advice.

Disclaimer:

This factsheet only contains general information. This factsheet is not legal advice and should not be relied on as a substitute for legal advice. You may wish to seek advice from a lawyer regarding your own particular circumstances. We are not responsible for any consequences arising from your use of, or reliance on, the information contained in this factsheet.

Further information about our disclaimer and your use of this factsheet can be found here: <https://circlegreen.org.au/disclaimer/>

© Circle Green Community Legal.