Termination of tenancy during COVID-19: Rent arrears or charges

NSW GOVERNMENT

Step 1 – COVID-19 impact test

Is the tenant impacted by COVID-19?

☐ Has one or more rent-paying member of the household:

a) Lost their employment, income or work hours due to COVID-19 business closures or stand-downs? **OR**

b) Had to stop working or substantially reduce work hours due to illness with COVID-19 or to care for a household or family member with COVID-19? **AND**

☐ Has this resulted in a reduction in the weekly household income (including government assistance) of at least 25%?

YES

Moratorium on terminations due to rental or charges arrears applies

Landlord cannot issue a termination notice for rental or charges arrears or apply to the Tribunal for a termination order on these grounds.

NO

Moratorium does not apply

Tenant will need to keep paying rent or risk termination of tenancy.

Has landlord and tenant agreed to a temporary rent arrangement?

YES

Agreement documented

Could include:

- Whether the rent will be waived or reduced.
- Rent amount payable.
- Date for agreement to be reviewed.
- Any repayment plan agreed.

NO Or if either the tenant or landlord prefers

Step 2 – Use NSW Fair Trading Dispute Resolution services

NSW Fair Trading will request evidence to help parties negotiate rent.

Has landlord and tenant agreed to a temporary rent arrangement?

YES

NO

Is it reasonable for the landlord to issue the notice?

NO

YES

After 60 days from the start of the moratorium

Step 3 – Landlord may apply to Tribunal for a termination due to rent arrears

Decision and orders made

Tenancy continues

End of tenancy

For questions about the new measures, please contact Service NSW on **13 77 88**