



# THE ESSENTIAL GUIDE TO TENANCY

*Practical Advice for Renters and Landlords Alike*

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## **ABSTRACT**

This guide provides comprehensive and practical advice for both renters and landlords, offering crucial insights into the tenancy process from start to finish. It covers essential aspects such as understanding and negotiating tenancy agreements, preparing properties for rent, and managing relationships throughout the lease term. Renters will find detailed advice on how to select a suitable property, navigate the application process, and handle responsibilities during their tenancy. Landlords will benefit from guidance on property preparation, setting appropriate rent prices, and effectively managing tenant interactions. This guide aims to foster a clear understanding of rights and obligations, promote effective communication, and ensure a smooth and mutually beneficial rental experience.



In addition to addressing the day-to-day management of rental agreements, the guide also delves into legal considerations and dispute resolution strategies. It provides valuable resources for both parties to resolve conflicts, seek legal assistance, and stay informed about relevant laws and regulations. By following the practical tips and best practices outlined, both renters and landlords can enhance their tenancy experience, minimize common issues, and contribute to a positive rental environment.

## **LET'S GET STARTED**

“The Essential Guide to Tenancy: Practical Advice for Renters and Landlords Alike” offers a thorough examination of the tenancy process, providing actionable insights and strategies for both renters and landlords. It begins with foundational information on understanding and negotiating tenancy agreements, highlighting key components such as lease terms, rent payment schedules, and maintenance responsibilities.



The guide also addresses the critical aspects of tenancy management, including effective communication, conflict resolution, and legal considerations. It offers practical advice on handling end-of-tenancy procedures, such as moving out, returning security deposits, and preparing properties for new tenants. By combining practical tips with legal insights, this guide aims to equip both renters and landlords with the knowledge and tools necessary to foster a positive and productive rental experience, ultimately contributing to successful and harmonious landlord-tenant relationships.

## **WHAT IS TENANCY AND ITS TYPES?**

Tenancy refers to the legal arrangement in which a person (the tenant) rents and occupies a property owned by another person (the landlord) in exchange for periodic rent payments. This arrangement establishes a contractual relationship that outlines the rights and responsibilities of both parties. The tenancy agreement specifies the terms of the rental, including the duration of the lease, the amount of rent, and maintenance obligations. Tenancy can apply to various types of properties, such as residential homes, apartments, or commercial spaces.



**There are several types of tenancy agreements, each with distinct characteristics:**

1. **Fixed-Term Tenancy:** This type of tenancy has a predetermined end date specified in the lease agreement. The tenant agrees to stay for the entire term of the lease, which can range from six months to several years. At the end of the fixed term, the lease may be renewed, or it may convert into a periodic tenancy if not explicitly terminated or renewed.

2. Periodic Tenancy: Also known as a "month-to-month" or "week-to-week" tenancy, this arrangement continues on a rolling basis, typically with rent paid on a regular interval such as monthly or weekly. It does not have a fixed end date, allowing either party to terminate the agreement with proper notice as defined in the lease terms or by law.

3. Tenancy at Will: This is a more flexible and informal type of tenancy where either the landlord or the tenant can terminate the agreement at any time, usually with short notice. It is often used in situations where a formal lease agreement is not in place, and it is typically less common for residential properties.

4. Joint Tenancy: In this type of tenancy, two or more tenants share equal rights to the entire property. Each tenant is jointly responsible for the rent and obligations under the lease, and if one tenant vacates, the remaining tenants continue to be responsible for the lease until a new arrangement is made.

5. Subtenancy: This occurs when a tenant (the original tenant) rents out all or part of the property to another person (the subtenant). The original tenant remains responsible to the landlord for the full lease, while the subtenant pays rent to the original tenant. Subtenancy requires the landlord's consent and may be subject to additional terms and conditions.

Each type of tenancy has its own set of legal implications and practical considerations, which should be understood by both renters and landlords to ensure a smooth and compliant rental experience.

## **THE RESIDENTIAL TENANCIES ACT IN AUSTRALIA**

As a tenant you have rights under the Residential Tenancies Act 2010 and Residential Tenancies Regulation 2019. This factsheet briefly outlines NSW residential tenancies law – including coverage of the Act, your rights and obligations, and certain terms of the standard tenancy agreement.

### **What the Act means for tenants**

- Most residential tenancies in NSW are covered by the Residential Tenancies Act 2010 ('the Act').



- The Act and the regulations set out a standard residential tenancy agreement that gives rights and obligations to landlords and tenants.
- The Act gives the NSW Civil and Administrative Tribunal (NCAT) power to hear and settle disputes about residential tenancies, including bond disputes.



### **Who the Act covers**

- private tenants who have a written or oral residential tenancy agreement
- social housing tenants, including tenants of DCJ Housing, community housing providers and the Aboriginal Housing Office. Social housing providers have certain specific rights and obligations under the Act
- people who rent a home in a land lease community

### **Who/what the Act does not cover**

- people who own a home and rent a site in a land lease community are covered by the Residential (Land Lease) Communities Act 2013. (see [tenants.org.au/thenoticeboard](http://tenants.org.au/thenoticeboard))
- ‘protected’ tenants living in premises covered by the former Landlord and Tenant (Amendment) Act 1948

- residential aged-care or respite-care premises
- serviced apartments, hotels, motels and backpackers hostels
- hospitals and nursing homes
- club premises used to provide temporary accommodation
- premises used mostly for the purpose of trade, profession, business or agriculture
- holiday parks occupation agreements
- retirement village residence contracts
- refuge or crisis accommodation agreements
- boarding and lodging agreements (see Factsheet 14: Boarders and lodgers)
- agreements giving the right to occupy residential premises for no more than 3 months for a holiday
- other short term (no more than 3 months) rental accommodation that is not your principal place of residence. This includes accommodation booked through online services like Stayz, Airbnb and competitors.

**The Act also does not apply:**

- where a tenant made an agreement in good faith for the sale, purchase or mortgage of the residential premises
- where a tenant is a shareholder living in company title premises
- where a tenancy agreement is part of an equity purchase agreement which gives the tenant an option to buy
- to most family arrangements.

**Your rights under the Act**

- to be given a copy of the residential tenancy agreement, a condition report completed by the landlord/agent and the NSW Fair Trading New tenant checklist
- to have premises rented to you in a reasonable state of cleanliness and fit to live in
- to be given rent receipts (unless you pay rent into a nominated bank account)

- to be offered at least one means of paying the rent for which you do not incur a cost
- rent increases no more than once every 12 months, during a periodic (continuing) lease
- to be given 60 days written notice of a rent increase
- to have quiet enjoyment and use of the premises – the landlord/agent must not interfere with your possession of the premises
- to have reasonable peace, comfort and privacy
- to have reasonable locks and security
- to have reasonable repairs and maintenance done
- to be given permission to make changes of a minor nature, e.g. installing curtains or child safety measures
- to be repaid for any urgent repairs that you have paid for – up to \$1000
- to apply to the Tribunal for orders if the landlord has broken the tenancy agreement
- to be given written notice of the landlord wanting to end the tenancy agreement
- to be notified of the change of name and address of the landlord or their agent
- to refuse the landlord access except in certain circumstances and with proper notice
- not to be unlawfully evicted.
- The landlord/agent must state a fixed amount of rent in the advertisement or offer for the property and must not solicit or otherwise invite a higher offer than the advertised amount.

**RENTING IN A COST OF LIVING CRISIS: FOUR KEY THINGS  
TENANTS SHOULD KNOW**

In a cost of living crisis, where inflation and rising expenses strain household budgets, renting can become increasingly challenging. Tenants facing these conditions need to be informed and proactive to manage their housing situation effectively. Here are four key things tenants should know:



**1. Understand Your Lease Agreement:** During a cost of living crisis, it's crucial to thoroughly review your lease agreement. Pay close attention to terms related to rent increases, maintenance responsibilities, and the duration of your lease. Knowing your rights can help you navigate potential issues with your landlord and avoid unexpected costs. In many regions, there are regulations limiting how much and how often rent can be increased, so familiarize yourself with local laws.

**2. Communicate with Your Landlord:** Open communication with your landlord is essential, especially if you're struggling financially. If you're facing difficulties paying rent due to rising living costs, discuss your situation with your landlord. They may offer flexibility, such as a temporary rent reduction or payment plan, to help you manage during this period. Many landlords prefer working with tenants to find solutions rather than dealing with vacancies.



**3. Explore Financial Assistance Programs:** Many governments and non-profit organizations offer financial assistance to tenants in need. Look into local resources such as rent relief programs, emergency assistance funds, or housing vouchers that can help cover part of your rent. Applying for these programs early can provide a crucial buffer during tough times.

**4. Budget and Plan Ahead:** Given the current economic pressures, it's important to reassess and adjust your budget. Prioritize essential expenses, including rent, and look for ways to reduce discretionary spending. Planning ahead can help you anticipate potential financial shortfalls and take proactive steps to mitigate them.

By staying informed, communicating effectively, seeking assistance, and managing your budget carefully, you can navigate the challenges of renting in a cost of living crisis more effectively.

### **RULES BOTH TENANT AND LANDLORD SHOULD FOLLOW DURING THE TENANCY**

Effective management of a tenancy requires adherence to specific rules and guidelines to ensure a harmonious and legally compliant rental experience. Both tenants and landlords have distinct responsibilities that should be respected to maintain a positive relationship and avoid disputes.

#### **Rules for Tenants:**

- 1. Pay Rent on Time:** Tenants must adhere to the agreed rent payment schedule. Consistent, timely payments are crucial for maintaining a good relationship with the landlord and avoiding potential legal issues.
- 2. Maintain the Property:** Tenants are responsible for keeping the rental property clean and in good condition. This includes addressing minor maintenance issues, avoiding damage, and ensuring that appliances and fixtures are used properly.
- 3. Report Repairs and Maintenance Needs:** Tenants should promptly report any significant maintenance issues or repairs needed to the landlord. Delaying these reports can lead to further damage and potential disputes.

4. **Follow Lease Terms:** Tenants must adhere to all terms outlined in the lease agreement, including restrictions on alterations, use of common areas, and occupancy limits. Violating lease terms can result in penalties or even eviction.

5. **Respect Neighbors:** Maintaining a respectful and quiet environment is essential. Tenants should avoid disturbing neighbors with excessive noise or disruptive behavior.

6. **Secure Renters' Insurance:** While not always required, having renters' insurance can protect tenants' personal belongings and provide liability coverage in case of accidental damage to the property.



### **Rules for Landlords:**

1. **Provide a Habitable Property:** Landlords must ensure the property meets all health and safety standards. This includes providing essential services like heating, plumbing, and electricity, and addressing any issues that affect habitability.

2. **Respect Privacy:** Landlords must provide adequate notice before entering the property for inspections, repairs, or maintenance. This notice period is typically specified in local laws or the lease agreement.
3. **Handle Repairs Promptly:** When informed of maintenance issues, landlords should address and resolve them in a timely manner. Failure to do so can lead to tenant dissatisfaction and potential legal claims.
4. **Follow Legal Procedures for Rent Increases:** Any adjustments to the rent must comply with local regulations regarding notice periods and maximum allowable increases. This ensures transparency and fairness in the rental process.
5. **Return Security Deposits:** At the end of the tenancy, landlords must return the security deposit within the timeframe specified by local laws, minus any deductions for damage or unpaid rent. Proper documentation and itemized deductions should be provided to the tenant.
6. **Adhere to Fair Housing Laws:** Landlords must comply with fair housing regulations, which prohibit discrimination based on race, color, religion, sex, disability, familial status, or national origin. This ensures equitable treatment for all tenants.

By following these rules, both tenants and landlords can contribute to a smooth, respectful, and legally compliant tenancy experience.

### **THE FIVE LAWS EVERY LANDLORD SHOULD KNOW**

Property investing can be a great long-term investment. For the most part, landlording can be an easy and enjoyable process if you use the proper tools, screen applicants to find the best tenants and are educated about the rental market. Every landlord hopes they have a problem-free rental property with the best renters who they won't have to evict.

However, at the same time, you need to protect yourself, your property and your tenants by being fully educated about different laws both locally and nationally. Knowing your rights as well as your duties as a landlord is extremely important. Keeping up with important changes in the real estate industry, especially the laws

and regulations where your rental properties are located, will set you apart and help you stay afloat in the industry. For both new and experienced landlords, here are five laws you must know:



## **1. Fair Housing Act**

Born during the Civil Rights Movement of the 1960s, this is arguably the most well known and most important law landlords need to be aware of. From the U.S. Department of Housing and Urban Development itself, “Fair Housing Act protects people from discrimination when they are renting or buying a home, getting a mortgage, seeking housing assistance, or engaging in other housing-related activities. Additional protections apply to federally-assisted housing.” Overall, it prohibits discrimination in housing based on race, color, national origin, religion, sex, familial status and disability.

## **2. Fair Credit Reporting Act**

Screening potential tenants is one of the best things you can do as a landlord. This includes running a full background check to verify that they have no criminal



background and that they have a good credit score to make sure they are able to pay rent on time. For landlords, the Fair Credit Reporting Act means if you reject a tenant based on the credit report you reviewed, you must send them an adverse action letter notifying them that they have been rejected because of it and also provide the address of the reporting agency.

### **3. The Lead Disclosure Rule**

On housing built before 1978, landlords are required to disclose known information on lead-based paint as well as lead-based hazards. This is to protect families and individuals from lead paint, dust and soil, all of which can be toxic materials. While most homes are more up to date and lead paint isn't used in housing anymore, if you have an older property, you will most likely be asked questions about lead paint, and you need to be educated. It is important you know the answers as well as follow the law if you do have a property that qualifies for the lead disclosure rule.

### **4. Landlord-Tenant Laws**

Every state has specific landlord-tenant rights, and many are different from one state to the next. Landlord-tenant laws are the basic governing relationship, rights and responsibilities of both landlords and tenants in a residential rental agreement. There are statutes that cover each party separately. It is vital that landlords are familiar with the rental laws where they are located, especially for what they can/cannot include on a lease.

### **5. Eviction Rules And Procedures**

Every state has different evictions rules and procedures, so you will need to make sure you read the specific provisions for your state. However, it is good to know as a baseline that you can't just automatically evict a tenant; most have specific notices before court proceedings. Some require mediation before court is even an option.

While these are only five laws landlords should be aware of, don't forget to do your research on others, as well as your local statutes and regulations. Being as prepared as possible when it comes to landlording will help you avoid legal



challenges and save money. Ultimately, being educated as a landlord can only benefit you, your rental property and your business as a whole.



### **YOUR RIGHTS WHEN SECURING ACCOMMODATION**

When you rent a property through a registered real estate agent, they will follow all the necessary steps to make sure you are protected legally.

If you join an existing share house or rent directly from the landlord (private rental), knowing your legal rights as a tenant will result in a more positive experience.

#### **Listings**

When searching for private rental accommodation, double check the address and attend an advertised ‘open for inspection’, or arrange a time to visit the property, to check the accommodation and local area in-person.

When applying for a private rental or joining an existing share house, confirm the identity of the landlord (owner) and check that the person listing the vacancy has the legal right to rent out the room or the property, before you pay any money.

## **Bond**

A rental bond is a security deposit paid at the start of the tenancy. Your bond money should be held by your state or territory's rental authority, arranged by using the official forms. This will legally protect you and your bond money.

The bond will then be paid back to you when you leave the property, unless you still owe rental payments or if there is some damage that you are responsible for.

Please note: The only fees you need to pay are the bond and four weeks' rent in advance after you sign the lease (contract). You do not need to pay an upfront fee for things like a "background check" or "inspection fee" before you move in.

### **Tips!**

- If you join an existing share house and one of the tenants (housemate) asks you to pay them the bond directly, this will not protect your money legally – use the proper forms instead. You should also make sure that your housemate contacts the real estate agent or landlord to put your name on the lease agreement.
- If you are renting directly from a landlord in a private rental arrangement, the landlord should ask you to fill out an official bond form. They must lodge the form with the local rental bond authority within 10 days of you moving in to the property and give you a receipt to show this has been done. It is a legal offence not to do so, so ask to see it if it is not provided.

### **Tips!**

- Take a date-stamped photo of any existing damage. You can attach photos to your condition report, or email digital copies, and keep them for the end of your rental period. This will prove that you have not caused any pre-existing damage during your tenancy and make it easier to have your bond money returned in full.
- If your condition report notes anything needing repair, the report provides written notice of this, so your landlord or agent must arrange repairs in a reasonable time.

## **YOUR RIGHTS AS A TENANT**

Here are some of the most important rights that you should be aware of once you move in.

### **Right to a safe and healthy living environment**

As a tenant, you have the right to live in a property that is safe and in good repair. Your landlord is responsible for ensuring that the property is free from hazards such as mold (caused by a structural problem such as a water leak), asbestos and pests, and that all appliances and fixtures are working.

### **Right to privacy**

The real estate agent or landlord will arrange to inspect the property every 3-6 months. Legally, they must give you at least seven days' notice before entering your home. You can decide whether you are there at the inspection or not.

### **Right to end the tenancy**

You have the right to end your tenancy at any time. There might be two reasons for this:

- Your landlord has violated one of the terms in the lease agreement: If this is the case, contact the rental rights body in your state or territory as listed below to help you either resolve the issue or to leave the property without fees being incurred.
- For a personal reason: If this is the case, you will need to pay fees for breaking a lease early. The amount of fees for breaking a lease will depend on the terms of your rental agreement, so please read it carefully before signing. You may have signed an agreement for a set period (for example, one year), but your agreement may also have options for renewal or move you to a month-by-month agreement at a set date.

Your landlord may also have the right to end your tenancy early. For example, they might want to sell or renovate the home. Check your rental agreement documents to see what the terms are.

When your agreement period comes to an end, the landlord needs to give you 30 days' notice if they do not want to renew the lease.

### **Right to protection from discrimination**

If you believe you have been discriminated against by your landlord, you can contact the Australian Human Rights Commission for advice or one of the legal bodies listed below.

### **Your responsibilities as a tenant**

As well as rights, you also have some legal responsibilities as a tenant. These include keeping the property in a reasonable condition, paying your rent on time and following the terms of your lease agreement.

If you do not meet your responsibilities under the agreement, the landlord or real estate agent can give you a 14-day termination notice and you will need to move out within those 14 days.



## **A RENTER'S GUIDE TO RESIDENTIAL TENANCY LAWS IN ACT**

Many Australian renters are treated badly or evicted unfairly without giving a valid reason. They face a myriad of challenges throughout their tenancy period. These include illegal rent increases, overlooking property repairs, unreasonable access to the property, refraining from returning the full bond at the end of tenancy, and much more.

That's one of the reasons why the ACT government sets out the Residential Tenancy Laws on occupancies. These laws are governed by the Residential Tenancies Act 1997 (ACT) to provide both parties with a fair and balanced framework. The main objective is to protect the tenants from illegal practices by landlords and property managers. This will help them know everything about their rights and responsibilities as a tenant.

It also provides a hassle-free and informal resolution to rental disputes via the ACT Civil and Administration Tribunal. If you want to avoid any conflict, hire professionals for a cheap end of lease cleaning Canberra at the end of your tenancy. This is because tenants are obliged to return the reasonably clean condition.

To learn more about your rights, read this guide and understand the residential tenancy laws in the ACT. Furthermore, you will find out about recent changes in the laws implemented by the RTA from 1 April 2023. Make sure you carefully understand them before signing your tenancy agreement.

### **1. Rental Minimum Standards**

Renters are entitled to benefit from this residential tenancy law. According to the latest report, many tenants are living in low-quality housing that is expensive to cool or heat.

Before signing the agreement or paying your bond money, thoroughly inspect the premises and ensure they meet the minimum standards. All rooms should be free from mould, electrical faults, ceiling damage, and other potential hazards.

Landlords must provide the property in habitable or living condition at the beginning of a tenancy.

According to the latest reform, there is a new minimum energy efficiency standard for ceiling insulation. Property owners or landlords have a nine-month grace period to make their property energy efficient. They are required to indicate whether the property meets the latest minimum standard in all advertisements and lease agreements.

## **2. Laws on Property Maintenance**

The landlords or property owners are completely responsible for maintaining the property. This also covers urgent repairs to any damage or fault that could lead to a potential injury.

As a tenant, you must notify your landlord about the requirement for urgent repairs, such as fault in smoke repairs, mould infestation, standard maintenance of lawn, etc.

However, if anything is damaged during a tenancy, the tenant must make necessary repairs. It is important to fix common household problems throughout your lease.



## **3. Strict Restrictions on Illegal Rent Increases**

Illegal rent increases are one of the major concerns of many renters in Australia. However, this new law will restrict landlords from increasing rent on short periods. According to the residential tenancy laws, they can increase the rent every 12 months only on a fixed-term tenancy period or rolling lease. However, they must provide at least eight weeks' notice.



Tip: Rent can't be increased more than 10 per cent total or 5 per cent plus the percentage change in the cost of living. These norms are tied to the Consumer Price Index, and tenants can apply to the tribunal in case of an illegal rent increase.

#### **4. Ban on Rent Bidding**

Landlords or property managers must promote or advertise a property with a fixed rental price. This means they are not allowed to bid more than what is mentioned in the advertisement. However, renters can voluntarily offer higher amounts (if they want to). In such a scenario, landlords will be free to accept higher rental offers.



#### **5. No Illegal Eviction**

Many landlords evicted renters without giving any fair reason. So, the Residential Tenancies Act in ACT made significant changes and introduced this new law. Now, landlords can only vacate or evict the tenants if they give a valid reason listed in the RTA.

The eviction will be based on specific reasons, such as:

- Outstanding rent and bills
- Breaching the agreement
- Damage to the Property
- Dirty premises
- Illegal activities.

This will give more security to tenants who previously had bad experiences due to unfair evictions. However, if you are moving out of a rental property, take advantages of hiring professionals for an expert end of lease cleaning Canberra and save your hard-earned bond money. This will help you avoid unwanted rental disputes and also impress your landlord.

## **6. Support to Grow Food and Fruits**

According to the recent changes, tenants can plant vegetables, fruits and flowers during their tenancy. However, they need to ensure that the plants are within two metres. They can also have a detachable compost bin on the premises. Make sure you add this clause to your tenancy agreement. The best part is landlords can't refuse it.

## **7. Return the Property in a Clean Condition**

This is one of the important laws in your tenancy. Most tenants lose their bond money due to half-baked cleaning at the end of a tenancy. According to the Tenancy Act, you should return the property in a clean and organised condition- as you received it at the beginning of your tenancy.

It is good to hire professionals for a quality end of lease cleaning Canberra and save your bond money. They follow a proper checklist and clean hard-to-reach spots to help transform a dirty property into a sparkling estate without disagreement.

## **8. Laws on Ending a Tenancy Early**

If you are vacating a property at the end of your fixed-term lease, make sure you give at least three weeks' notice. However, if you are ending it early, be ready to

pay a fee. You must pay up to six weeks' rent or as mentioned in the tenancy agreement.

These are some of ACT's most important and reformed residential tenancy laws that will help establish a transparent landlord-tenancy relationship. These laws will protect tenants from uncertain or illegal practices while helping landlords earn rental income without any hassle or disagreement.



## **CONCLUSION**

“The Essential Guide to Tenancy: Practical Advice for Renters and Landlords Alike” underscores the importance of understanding and adhering to the principles of effective tenancy management. By familiarizing yourself with key aspects of tenancy agreements, responsibilities, and legal obligations, both renters and landlords can foster a positive and cooperative rental experience. Whether you are navigating the complexities of lease negotiations, managing property maintenance, or addressing disputes, this guide provides valuable insights and practical advice to help you make informed decisions and maintain a harmonious relationship.

Ultimately, successful tenancy hinges on clear communication, mutual respect, and adherence to agreed-upon terms. By embracing these practices, renters and landlords can work together to create a stable and supportive rental environment. This guide aims to equip both parties with the knowledge and tools necessary to

handle the challenges of renting effectively, ensuring a smooth and satisfying experience throughout the duration of the lease.

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