



New South Wales

Residential Tenancies (Residential Premises) Amendment (Smoke Alarms) Regulation 2006

under the

Residential Tenancies Act 1987

Her Excellency the Governor, with the advice of the Executive Council, has made the following Regulation under the *Residential Tenancies Act 1987*.

DIANE BEAMER, M.P.,
Minister for Fair Trading

Explanatory note

The object of this Regulation is to insert provisions into the standard form residential tenancy agreement (where the tenancy is for a term of 3 years or less) requiring a landlord to install any smoke alarm that is legally required to be installed on the residential premises. A landlord is also required not to remove or interfere with the operation of any such smoke alarm, except with reasonable excuse. If any such smoke alarm has a replaceable battery, the landlord is required to ensure that the smoke alarm has a new battery installed at the beginning of the term of the agreement and, if the battery needs to be replaced at any time, and the tenant is physically unable to change the battery, to replace the battery with a new battery as soon as reasonably practicable after being notified that the battery needs to be replaced.

A tenant of residential premises under a residential tenancy agreement is required not to remove or interfere with the operation of any smoke alarm installed on the premises, except with reasonable excuse, and to notify the landlord if the smoke alarm is not functioning properly. If a smoke alarm has a replaceable battery, the tenant is to ensure that its battery is replaced whenever necessary or, if the tenant is physically unable to change the battery, to notify the landlord as soon as reasonably practicable after becoming aware that the battery needs to be replaced.

A landlord has a right of access to residential premises in order to install a smoke alarm or replace a battery, but only if the landlord gives the tenant 2 days notice.

This Regulation is made under the *Residential Tenancies Act 1987*, including sections 8 and 133 (the general regulation-making power).

2006 No 177

Clause 1

Residential Tenancies (Residential Premises) Amendment (Smoke Alarms)
Regulation 2006

**Residential Tenancies (Residential Premises)
Amendment (Smoke Alarms) Regulation 2006**

under the

Residential Tenancies Act 1987

1 Name of Regulation

This Regulation is the *Residential Tenancies (Residential Premises) Amendment (Smoke Alarms) Regulation 2006*.

2 Commencement

This Regulation commences on 1 May 2006.

3 Amendment of Residential Tenancies (Residential Premises) Regulation 1995

The *Residential Tenancies (Residential Premises) Regulation 1995* is amended as set out in Schedule 1.

Schedule 1 Amendments

(Clause 3)

[1] Schedule 1

Insert after item 9.7 in Part 1 of the Standard Form residential tenancy agreement (where tenancy is for a term of 3 years or less):

9.7A to install a smoke alarm or replace a battery in a smoke alarm in the residential premises, if the tenant gets 2 days' notice on each occasion, or

[2] Schedule 1, Part 1

Insert after item 19 of the Standard form residential tenancy agreement (where tenancy is for a term of 3 years or less):

SMOKE ALARMS

19A. The landlord agrees:

19A.1 to install any smoke alarms that are required by law to be installed on the residential premises, and

19A.2 not to remove or interfere with the operation of any such smoke alarm except with reasonable excuse, and

19A.3 if any such smoke alarm has a replaceable battery (other than a back up battery), to ensure that a new battery is installed in the smoke alarm at the beginning of the term of this agreement and, if the battery needs to be replaced at any time, and the tenant is physically unable to change the battery, to replace the battery with a new battery as soon as reasonably practicable after being notified that the battery needs to be replaced.

19B. The tenant agrees:

19B.1 not to remove or interfere with the operation of any smoke alarm installed on the residential premises except with reasonable excuse, and

19B.2 if any such smoke alarm has a replaceable battery (other than a back up battery), to ensure that the battery is replaced whenever necessary or, if the tenant is physically unable to change the battery, to notify the landlord as soon as reasonably practicable after becoming aware that the battery needs to be replaced, and

19B.3 to notify the landlord if any smoke alarm installed on the residential premises is not functioning properly.

[3] Schedule 1, Part 2

Insert after "security system" under the heading "GENERAL" in the **CONDITION REPORT**:

smoke alarms