

**COTENANT - REMOVAL OF NAME FROM RENTAL AGREEMENT**

[Your name and address]

[Date]

[Landlord's or agent's name and address]

Dear ...

**Re: Residential tenancy agreement for [address of rental premises]**

**On [date] I was asked to be a co-tenant on a residential tenancy agreement for the above premises. I believe this was in case the tenant defaulted with payment of rent.**

**I draw your attention to section 160 of the *Residential Tenancies Act 2010*, which states:**

***“(1) A landlord, landlord’s agent ... must not require or receive from a tenant or other person anything other than a rental bond as security for any failure by a tenant to comply with the terms of a residential tenancy agreement.”***

**Section 219 of the same Act states:**

***“(1) A term of any ... agreement ... is void to the extent that it purports to exclude, limit or modify the operation of this Act or the regulations.***

***(2) A person must not enter into any ... agreement, with the intention, either directly or indirectly, of defeating, evading or preventing the operation of this Act or the regulations.”***

**The maximum penalties for breaches of the above provisions are \$2200.**

**Accordingly, it is an offence for a landlord or real estate agent to enter into an arrangement which makes a family member or friend a co-tenant on the residential tenancy agreement in order to make them liable for the debts of the other person when they have no intention of living at the premises.**

**I ask that you confirm in writing that you will correct the residential tenancy agreement to remove my name and show [name of tenant] as sole tenant. If you do not do this, I will lodge a complaint with NSW Fair Trading.**

**Yours sincerely**

**[signature and name]**