

[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]