

BONDBACK

The NSW Rental Bond Dispute Pack

Seven briefs, one workflow. Read Brief 1 and Brief 2 first: they tell you which deadline applies to you.

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Free updates for 12 months.

GENERAL INFORMATION ONLY. This pack is not legal advice and BondBack is not a law practice. Dea on your Notice of Claim: confirm the exact date on the notice itself. If with the Act, Fair Trading, or NCAT's current pages, they win.

Start here: the three dates and your next step

Tell a friend: 14-7-6. Fourteen days to dispute. Seven days for their evidence. Six months for the tribunal. Miss the first and the rest never happen.

14 days. From the date on your Notice of Claim, you have 14 days to dispute the claim. Miss the window and the bond can be paid out to the agent. Source: RTA 2010 (NSW) s 164(5) [verified 2026-10-05].

7 days. Once you dispute, the agent or landlord must give you their evidence: the end-of-tenancy condition report plus any quotes, invoices or receipts for the work claimed. They have 7 days. Source: RTA 2010 (NSW) s 165(1)-(2) [verified 2026-10-05].

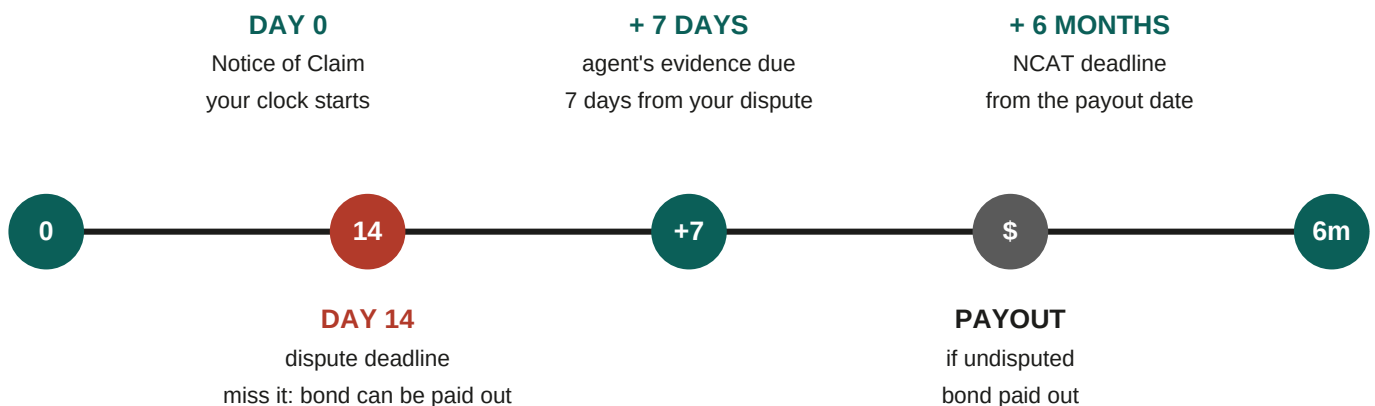
6 months. If the bond was already paid out and you believe that was wrong, you may apply to NCAT within 6 months of the payout. Source: RTA 2010 (NSW) s 175(2)-(3); RT Regulation 2019 reg 39(8) [verified 2026-10-05].

Your exact next step: Find your Notice of Claim now. Write down its date, add 14 days, and treat day 12 as your deadline (the 2-day buffer). If your window closes within 48 hours, stop reading and call the Tenants Advice line on 1800 251 101.

The single most common avoidable mistake is missing the 14-day window. Everything else in this pack can be fixed later. A missed deadline mostly cannot.

The timeline, at a glance

Five moments. Learn the shape of it once and the whole process makes sense.



Sources: RTA 2010 (NSW) ss 164(5), 165(1)-(2), 175(2)-(3); RT Regulation 2019 reg 39(8). [verified 2026-10-05]

Your next step: Work out where you are on this line right now. If you are left of day 14, your job is Brief 1 and the dispute notice. If you are right of payout, your job is Brief 6.

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Start here: the three dates and your next step

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Brief 1: How a NSW bond claim works

1. The claim is lodged. If the agent lodges a claim, you receive a Notice of Claim. Check the date on it: your 14-day window runs from that date.
2. You dispute. Within 14 days, register the dispute through the official channel (your Notice of Claim says how) and put your position to the agent in writing, item by item. If you do nothing, the un-disputed amount can be paid out.
3. Evidence is exchanged. Once you dispute, the agent must give you their evidence within 7 days.
4. It settles or goes to NCAT. Many disputes settle once evidence is on the table. If not, either side can take it to NCAT's Consumer and Commercial Division.
5. The post-payout path. If the bond was already paid out and you believe that was wrong, you may still apply to NCAT within 6 months of the payout.

Your next step: Find your Notice of Claim and read its date. Every deadline in this pack runs from that date.

Brief 2: Which deadline applies to you

Two cases. Pick yours.

The bond is still held. Your clock is the 14-day dispute window from the date on your Notice of Claim. Write the notice date down, add 14 days for the hard deadline and 12 days for your personal one. Then confirm the exact deadline on the notice itself, because the notice is the authority, not this pack.

The bond was already paid out. Your clock is the 6-month NCAT window from the payout date. Find the payout date (check your bank records and the Fair Trading correspondence), add 6 months, and do not treat this as a reason to relax: evidence goes stale and memories fade.

Your next step: Write all the dates that apply to you on the deadline worksheet in your templates. Put them where cannot miss them: phone alarm, calendar, a note on the fridge.

Brief 3: Fair wear and tear vs damage

On giving vacant possession, a tenant must leave the premises "as nearly as possible in the same condition, fair wear and tear excepted" (RTA 2010 (NSW) s 51(3) [verified 2026-10-05]). This one distinction decides most cleaning and repair disputes.

Fair wear and tear is ordinary deterioration from normal use: faded curtains, carpet flattened in walkways, minor scuffs, paint dulling over the years. Damage is harm beyond ordinary use: burns, large holes, broken fixtures, pet damage, stains that cleaning cannot remove.

Three things tribunals look at

1. The ingoing and outgoing condition reports. Your baseline. Get copies of both, even if you have to ask the agent in writing.
2. Photos with dates. Dated photos from move-in and move-out beat memory. Undated photos are

decoration.

3. The age and remaining life of the item. A seven-year-old carpet has little value left to claim against. Ask how old the item was.

For each thing the agent claims, run this test: was it already like that, is it ordinary wear, and is the amount proportionate to the item's age and remaining life?

Your next step: For each claimed item, write one line: already like that, ordinary wear, or damage, and why. This is core of your dispute.

Brief 4: Evidence: what tribunals look for

You do not need a lawyer's evidence bundle. You need organised, dated material that answers three questions: what was the condition, what changed, and what did it cost.

Collect, in this order

1. The condition reports (ingoining and outgoing).
2. Your photos and videos, ideally dated, from move-in and move-out.
3. Receipts and invoices for any cleaning or repairs you did yourself.
4. All correspondence with the agent: emails, texts, notes of phone calls with dates.
5. The agent's evidence (due within 7 days of your dispute), read line by line.

What weakens a case: undated photos, claims with no invoices attached, and disputes raised for the first time at the tribunal that were never put to the agent in writing. Put your position in writing early: it is harder to argue with a dated email than with a memory.

Your next step: Fill one evidence-log row per disputed item before you write anything to the agent. The log forces dispute into specifics, and specifics are where weak claims fall apart.

Brief 5: What can and cannot be claimed

The Act limits what a bond can be claimed for (RTA 2010 (NSW) s 166 [verified 2026-10-05]). In general terms, claims must relate to the tenancy: unpaid rent, damage beyond fair wear and tear, cleaning to return the premises to a reasonable state, and other amounts owed under the agreement.

Watch the lease terms too. A lease cannot require professional carpet cleaning or fumigation as a standard end-of-lease condition (RTA 2010 (NSW) s 19(2)(a) [verified 2026-10-05]). The one exception: where the landlord consented to you keeping a pet, a fumigation requirement may stand (s 19(3) [verified 2026-10-05]). If your lease demands professional carpet cleaning and no pet was kept, that term is prohibited.

For each claimed item, ask four questions

1. Is this a matter the Act allows a claim for?
2. Is it damage or fair wear and tear?
3. Is the amount the actual loss with an invoice, or a round-number estimate?

4. Is any part of it based on a prohibited lease term?

Your next step: Flag every claimed item that rests on a prohibited term or a round number with no invoice. Those are your strongest lines: raise them with the free advice services in Brief 7.

Brief 6: The NCAT path

If the dispute does not settle, either party can apply to NCAT's Consumer and Commercial Division. The matter limit for bond disputes is \$30,000 (RT Regulation 2019 reg 40 [verified 2026-10-05]). Fees: as at 1 July 2026, an NCAT residential application was \$64 standard, \$16 concession [verified 2026-09-28]. Check NCAT's current fee schedule before relying on that figure.

What to expect

1. Application. Lodge online via NCAT's site. State what orders you want and attach your evidence.
2. Directions hearing. NCAT may set the timetable and narrow the issues.
3. Hearing. Bring your evidence log, condition reports, and dated photos. Speak to specifics: item by item, amount by amount.
4. Decision and orders. Keep the decision. If the other side does not comply, you may need it to enforce the order.

A settled dispute costs nothing and ends in weeks. A tribunal takes months and a filing fee. Try Brief 7 first.

Your next step: Before you apply, make a written, item-by-item offer to the agent with one line of reasoning per item. It costs nothing and often ends the matter.

Brief 7: Negotiation and free advice

The sequence

1. Dispute in writing within 14 days. Short, item by item, referencing your evidence.
2. Read their 7-day evidence. Match every claimed item against your evidence log.
3. Make a written offer. Propose specific numbers per item, with one line of reasoning each.
4. Escalate to the free services if the agent will not engage or the amount is large.

Free services that assess real cases

- Tenants' Union NSW: Tenants Advice line 1800 251 101, tenants.org.au. Free tenancy advice and factsheets.
- LawAccess NSW: lawaccess.nsw.gov.au. Free legal information and referrals.
- Legal Aid NSW: legalaid.nsw.gov.au. Free legal help; eligibility criteria apply.
- NSW Fair Trading: 13 32 20, fairtrading.nsw.gov.au. The bond process; Rental Bonds Online 1800 990 724.
- NCAT: 1300 006 228, ncat.nsw.gov.au. The tribunal.

- Community legal centres: clcnsw.org.au. Local free legal centres across NSW.

When to call, not read. If your 14-day window closes within 48 hours, if the amount is large, or if anything here is not clear for your situation: stop reading and call the Tenants Advice line (1800 251 101) now. Do not wait for research.

Your next step: If any of the above applies, call today. If not, send your written dispute and written offer, and keep copies of everything.

Scope, limits and refunds

NSW only. This pack covers New South Wales: the Residential Tenancies Act 2010 (NSW), Fair Trading NSW, and NCAT. Other states have different rules and bodies. Do not use these deadlines interstate.

General information only, not legal advice. BondBack is an independent Australian publisher of compliance checklists, not a law practice. This pack does not assess your case, draft your grounds, or predict outcomes.

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