

## 07

# RENT PAYMENT PROTECTION

Residential Tenancies Act 2010 (NSW) — Rent, receipts and arrears

*Your defence against the most dangerous allegation in renting — rent arrears*

## WHEN TO USE THIS BUNDLE

Use this bundle from day one of your tenancy — before any dispute exists. It is insurance: a real-time payment ledger that makes arrears allegations impossible to sustain, and a dispute log for the day an agent's ledger gets it wrong.

## KNOW THE LAW — RENT, RECEIPTS AND THE 14-DAY ARREARS RULE

A landlord can issue a termination notice once rent is 14 days unpaid. But NSW law protects payers: an arrears termination notice is generally of no effect if you pay all the arrears — or agree to and follow a repayment plan — and the tenancy continues. Rent paid in person must be receipted, and you can request your rent record at any time. Your own real-time ledger with bank references is what makes every one of these protections usable.

## HOW THE SYSTEM WORKS — YOUR ESCALATION PATH



*The highlighted box shows where this bundle fits in the journey.*

## 07

**STEPS TO SUCCESS**

Residential Tenancies Act 2010 (NSW) — Rent, receipts and arrears

- 01 Log every payment the day you make it**  
One row per payment: due date, paid date, amount, method, bank reference. A complete ledger takes seconds per week and ends arguments before they start.
- 02 Keep independent proof of every transfer**  
Export or screenshot your bank confirmations monthly. The agent's ledger is their record — misallocated payments and wrong dates are common. Yours is the correction.
- 03 Never pay cash without a receipt**  
Rent paid in person must be receipted at the time. Unreceipted cash is the one payment method that can genuinely be 'lost'.
- 04 If arrears are alleged, answer with the ledger**  
Send your ledger extract and bank references in writing, itemising each payment their records missed. Never argue from memory.
- 05 If a termination notice arrives, pay and stay**  
Paying the arrears in full generally voids an arrears termination notice — the tenancy continues. Pay immediately, keep the confirmation, notify the agent in writing, and check the notice itself for defects with Bundle 11.

**IF YOU NEED TO ESCALATE — WHAT NCAT CAN ORDER**

In an arrears dispute at NCAT, the renter with a complete payment ledger and bank references almost always wins the factual argument. NCAT will also decline to terminate where arrears have been paid or a repayment plan is being followed.

**★ GOOD TO KNOW — PAYING THE ARREARS DEFEATS THE NOTICE**

An arrears termination notice is generally of no effect if you pay all the rent owing, or agree to and comply with a repayment plan. The clock matters: pay immediately, keep the transfer confirmation, and notify the agent in writing that the arrears are cleared.

**★ GOOD TO KNOW — CENTREPAY IS NOW A MANDATORY PAYMENT OPTION**

From 2 March 2026, landlords and agents must offer Centrepay as a rent payment method and accept it if a tenant chooses to pay this way. If you receive Centrelink payments, ask whether Centrepay is available — it deducts rent automatically and adds another independent payment record to your ledger.

**■ CRITICAL — YOUR LEDGER BEATS THEIR LEDGER — BUT ONLY IF YOU KEEP IT**

Agents' trust-account ledgers contain errors more often than renters expect — misallocated payments, wrong dates, missed transfers. The renter who can produce a dated payment log with bank reference numbers wins that argument.

**■ CRITICAL — AN ARREARS NOTICE IS NOT AN EVICTION**

Paying the arrears in full generally voids the notice and the tenancy continues — and only NCAT can order termination, only the Sheriff can enforce it. Never move out on the strength of an arrears notice without advice, and never stop paying rent during a dispute.

**1. COPY**

Copy the letter below into a new email

**2. FILL**

Replace every **[bracketed]** field with your details

**3. SEND**

Email it — request a read receipt, save a copy

*Use this when an agent alleges arrears your records do not show. Attach your ledger extract. Fill in every **[bracketed]** field, then send via email — request a read receipt.*

**SUBJECT:****FORMAL RESPONSE — DISPUTED RENT ARREARS ALLEGATION: [Insert Property Address]**

I refer to your communication of **[Insert Date]** alleging rent arrears of **[\$[Insert Alleged Amount]**. I dispute this allegation in full. My payment records do not support it.

**1. MY PAYMENT RECORD**

- Attached is my complete rent payment ledger for the period **[Insert Period]**, including bank transfer reference numbers for every payment.
- Key payments your ledger appears to have missed or misallocated: **[List date, amount, and bank reference for each]**

**2. REQUEST FOR YOUR RECORDS**

- Please provide a full copy of the rent ledger you hold for my tenancy, itemising each payment received and the date it was applied.
- Please reconcile your ledger against the bank references above and confirm the alleged arrears in writing, or withdraw the allegation, within **[e.g., 7 days]**.

**3. MY POSITION**

- Rent for this tenancy is paid in full and on time, as my ledger demonstrates.
- I trust this resolves the matter. If a termination notice is issued on the basis of this allegation, I will challenge it at NCAT, and this correspondence will form part of my evidence.
- I will continue to pay rent in full while this matter is resolved.

Yours sincerely,

**[Your Full Name]**

**[Property Address]**

**[Date]**

**[Contact Number / Email]**