



RESIDENTIAL TENANCY AGREEMENT FOR A FIXED TERM

This **AGREEMENT** is made between the **LANDLORD:**

TOSARI ENTERPRISES PTY LTD

752 Springvale Road
Mulgrave VIC 3170

Phone: (03) 9548-8149
Fax: (03) 9548-8177

And the **TENANT(S):**

Tenant 1. _____ DOB ____/____/____

Tenant 2. _____ DOB ____/____/____

The **LANDLORD** agrees to let the **TENANT(S)** who agrees to rent the Premises situated at **32-34 Bettina Street, Clayton 3168**

UNIT _____ ROOM _____

FROM ____/____/____ TO ____/____/____

CONDITIONS

1. Application of the Act and Regulations

The **LANDLORD** and the **TENANT** are legally bound to comply with the provisions of the Residential Tenancies Act, 1995 and the associated regulations. An agreement or arrangement that is inconsistent with this Act or purports to exclude, modify or restrict the operation of this Act, is (unless the inconsistency, exclusion, modification or restriction is expressly permitted under this Act) to the extent void.

2. Payment of Rent

The **TENANT** will pay rent for the Premises at the rate of AU\$_____ per week which equates to AU\$_____ per calendar month. Payment of the first rental payment of AU\$_____ shall be made on or before ____/____/____ and AU\$_____ shall be paid every calendar month in advance thereafter on the 1st day of each month by payment into the **LANDLORDS** nominated bank account.

In all instances, a TENANT's rental payment transfer into the LANDLORD's bank account must be referred with the

TENANT'S NAME : _____

Surcharge of \$50/month/person is to be applied in winter months of June, July and August.

Two (2) weeks rent in advance is to be paid to secure rooms

3. Maintenance of the Premises – LANDLORD

- a) The LANDLORD will handover the Premises and any ancillary property in a reasonable state of cleanliness maintain the Premises in a reasonable state of repair and abide by all legal requirements in respect of residential buildings, health and safety affecting the Premises.
- b) The LANDLORD will meet all costs of repairs necessary as a result of fair wear and tear, as determined by the LANDLORD.

4. Maintenance of the Premises – TENANT

- a) The TENANT will keep the Premises and any ancillary property, clean and in good repair and will notify the LANDLORD of any damage, blockage, breakage or disrepair in, (including crockery, glassware, if supplied, etc) that arises during the tenancy.
- b) The TENANT must not intentionally or negligently cause or permit damage to the Premises or any ancillary property.
- c) The TENANT will pay for all costs to repair or replace any damage to the Premises, building or common areas or facilities that is caused by the TENANT or GUEST of the TENANT, except as a result of fair wear and tear.
- d) The TENANT must have the carpets in the Premises professionally cleaned if carpets are soiled from obvious negligence.

5. Use of Premises

- a) The TENANT must ensure that only the person(s) named as the TENANT resides in the Premises unless the TENANT obtains written consent from the LANDLORD.
- b) The TENANT will use the Premises for residential purposes only.
- c) The TENANT will not use, allow or cause the Premises to be used for any illegal purposes or cause or allow a nuisance or fire or health hazard to occur.

- d) The TENANT must not cause or permit an interference with the reasonable peace, comfort or privacy of another person who resides in the immediate vicinity of the Premises.
- e) The TENANT must not do anything in the common/shared areas of the building that may be a nuisance or cause interference to other tenants.
- f) The TENANT must not enter another tenant's room without their express permission.
- g) The TENANT cannot keep any pets on the Premises.
- h) The TENANT must insure his/her own personal effects.
- i) The TENANT must treat the LANDLORDS furniture and other items with care and respect.
- j) The TENANT must not affix anything to the walls, doors or windows including with nails, hooks, glue.
- k) The TENANT must only park vehicles in spaces (if available) designated by the LANDLORD.
- l) The TENANT must not use any equipment which may cause the cables, sub boards or switchboards in the building to be overloaded.

6. Use and Maintenance of Common Areas and Facilities

- a) The LANDLORD will make available for use by the TENANT in common with other TENANTS Common Areas and Facilities in the building including kitchens, laundry, common rooms, bathrooms and recreational areas and equipment.
- b) The TENANT must ensure that all Common Areas including without limitation kitchen areas, bathrooms and laundry are left in a clean condition after use.
- c) The TENANT must only use the Common Areas and Facilities for their intended use.
- d) The TENANT must not do anything which will cause the Common Areas and Facilities to be damaged, unclean or unsanitary.
- e) The TENANT must clean all kitchen areas after use.
- f) The TENANT must ensure that all food stored in any common refrigeration facility is properly disposed of when it is past its' use by date or is otherwise unsafe or unhygienic.
- g) The TENANT is responsible for the cost of cleaning or making good any Common Area or Facilities as a result of the act or neglect of the TENANT.

- h) If the Premises comprise one room in an apartment or townhouse, the TENANT is responsible for the Common Areas in the apartment or townhouse jointly and severally with the other tenants.

7.TENANTS Right to Peace, Comfort and Privacy

The LANDLORD will not cause or allow any interference with the peace, comfort or privacy of the TENANT and will take reasonable steps to enforce this obligation upon any other tenant of the LANDLORD in occupation of the Premises or other premises.

8.Handing Over Vacant Possession Without Legal Impediment

At the commencement of the AGREEMENT, the LANDLORD will handover vacant possessions of the Premises to the TENANT. When handing over vacant possession, the LANDLORD agrees that there is no legal impediment (either known or that should be reasonably known) that would prevent the TENANT from using the Premises as a residence for the term of the tenancy.

9.LANDLORDS Right of Entry

The LANDLORD or the LANDLORD's Agent may, subject to the conditions in paragraph 7 above, enter the Premises in the following circumstances:

- a) In any case of emergency; (no notice is required).
- b) By giving written notice, with a time and date specified, to the TENANT for a specific purpose (including routine inspections of the Premises) seven to fourteen days before entering the Premises; (not more frequently than once every four weeks for routine inspections).
- c) At the previously arranged time with the TENANT, but not more than once every week for the purpose of collecting rent.
- d) To carry out necessary repairs to maintenance of the Premises, provided that the TENANT is given at least 48 hours notice in advance.
- e) After giving reasonable notice to the TENANT to show the Premises to a prospective tenant or purchaser, during the last 28 days of the tenancy.
- f) After giving reasonable notice to the TENANT to show the Premises to prospective purchasers; (it is generally accepted that inspections by appointment for the purpose of showing the Premises to prospective purchasers should be no more than twice weekly, with at least 24 hours' notice given and that open inspections should be no more than once per fortnight with reasonable notice being given).
- g) At anytime with the consent of the TENANT given immediately before the time of entry.

Nothing in this clause will restrict the right of the LANDLORD or the LANDLORD's AGENT to enter any Common Areas in the Building or apartment or townhouse.

10. Locks and Security Devices

The LANDLORD will provide and maintain locks and other security devices that are necessary to ensure the Premises and building are reasonably secure. Neither the LANDLORD nor the TENANT will alter, remove or add any lock or device without the consent of the other.

The TENANT(S) is responsible for the cost of replacement of any lock or security device as a result of any keys of security device as a result of any keys of security devices being lost, stolen or misplaced

11. Fixtures, renovation and alterations

- a.) The TENANT must not, without the LANDLORDS written prior consent, make an alternation or addition to the Premises or building or common areas.
- b.) Where the LANDLORD has given consent as in Paragraph 12a above, the TENANT may remove a fitting or a fixture affixed to the Premises unless its removal would cause damage to the Premises
- c.) If a TENANT or other occupant or guest of a TENANT or occupant causes damage to the Premises or building or common areas by the removal of a fixture or fitting, the TENANT must notify the LANDLORD, and, at the option of the LANDLORD, repair the damage or compensate the LANDLORD for the reasonable cost of repairing the damage.

12. Rates, Taxes, Utilities and Charges

Subject to subclause (c.), the LANDLORD must bear all statutory rates, taxes and charges imposed in respect of the Premises

13. Subletting and Assignment

The TENANT(S) cannot sub-let the Premises they occupy or assign their interest under this AGREEMENT except with the prior written consent of the LANDLORD.

14. Termination by the LANDLORD or TENANT for breach of the Agreement

Either the LANDLORD or the TENANT may terminate the tenancy by notice of termination given to the other for breach of any term of AGREEMENT. Such notice shall be in the written form required by regulation. Specifying the breach and informing the TENANT or LANDLORD that if the breach is not remedied within a specified period (which must be a period of at least 7 clear days) from the date the notice is given, then the tenancy is terminated by the force of this notice.

15. Termination for Rents Arrears

Where termination is sought by the LANDLORD on the grounds of non-payment of rent, 14 days of unpaid or part paid rent must elapse before a termination notice is issued.

16. Termination on Hardship Grounds

If the continuation of a residential tenancy agreement would result in undue hardship to the LANDLORD or the TENANT, the Residential Tenancies Tribunal may on application by the LANDLORD or the TENANT terminate the AGREEMENT from a date specified by the Tribunal.

17. Termination Not Otherwise Given

- a.) Except as stated in abovementioned clauses, neither the LANDLORD nor the TENANT may give notice of termination before the end of the term of this AGREEMENT
- b.) If the TENANT vacates the Premises before the end of the term of this agreement without the approval (in writing) from the LANDLORD, the TENANT may be liable to the LANDLORD for the costs associated with finding a new tenant, re-letting the Premises and for any loss of rent.

18. Payment for Breach

If the TENANT terminates this Agreement before the end of the Term the Landlord will attempt to find a replacement tenant and the TENANT must pay:

- a.) any rent which falls due until a new tenant is found;
- b.) a pro rata letting fee of up to the equivalent of two (2) weeks rent depending on the period of the tenancy; and
- c.) any other cost reasonably incurred by the Landlord as a result of the breach by the TENANT

19. Holding over

With the approval of the LANDLORD, the TENANT may occupy the Premises after the end of the term of this AGREEMENT, subject to the conditions of this AGREEMENT, until a time mutually agreed to both parties.

20. Obligation at End of Tenancy

At the end of this Tenancy the TENANT must

- a.) pay to the LANDLORD any monies due to under this AGREEMENT
- b.) return all keys

21. Joint and Several Liabilities

If two (2) or more persons are named as the TENANT, each person is liable for all the TENANT'S obligations under this AGREEMENT

22. Risk and Release

- a.) The TENANT uses and occupies the Premises and common areas and facilities at the risk of the TENANT
- b.) The TENANT releases the Landlord from any claim for injury or loss of property which the Tenant has, claims or suffers during the tenancy except where it is caused as a result of the negligence of the Landlord

23. Additional Conditions

Upon signing this agreement the Tenant agrees to:

- a.) Comply with the entire Landlord's House Rules. All house Rules are enforceable as if they are part of this AGREEMENT
- b.) The TENANT must observe and not permit any visitor to breach any of the House Rules
- c.) The LANDLORD may create or vary House Rules from time to time. The TENANT will be notified in writing of any changes to the house rules.
- d.) The TENANT must comply with any new House Rules from the date that written notice of the House Rule is given to the TENANT

Tenants who wish to go for a holiday longer than 1 month must notify management. Full rent for the duration of the holiday must be paid in advance. Failure to notify management and failure to pay the full rent in advance may cause the room to be vacated.

Signed for the LANDLORD

Print Name _____ Sign _____

For behalf of the Manager
Ozland House

Witness _____

Signed by the TENANT(s)

I have read and understood the “Term of Agreement”

Print Name _____ Phone No: _____

Sign _____

Witness _____

Parent/Guardian Name and Address : _____

Parent/Guardian Contact No: _____

Additional Note:

- \$50 fine will be applied if management is called to open door because of misplaced key during office hours 9 – 6 pm
After office hours is \$ 75 and lost key \$ 100

Deposit received on (date) _____ for \$ _____

Refundable when contract finishes and no damage discovered in room occupied