



# Standard Form Residential Tenancy Agreement

*for*

**1/26-54 River Street Balina  
2478**

This agreement is made on

**1st May 2018 at Ballina, 2478**

between **Mary Jane Jones** and **John Smith**

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**Test Town REAL ESTATE**

p: +61 293 323 338

e: [hello@flkitover.com](mailto:hello@flkitover.com)

# Tenants

**Mary Jane jones**

p: +61 408 477 395

e: natalie.leslie@harcourts.com.au

Tenant's address for services of notices: natalie.leslie@harcourts.com.au

# Landlord

**John Smith**

Landlord's address for services of notices: 1 Test Town TESTOWN

# Landlord's Agent

**Test Town REAL ESTATE**

1 Test Town TESTOWN

p: +61 293 323 338, e: hello@flkitover.com

# Tenant's Agent

**Not Applicable**

# Residential premises

1/26-54 River Street Balina 2478

# The residential premises include:

Car space, store room

# Term

The term of this agreement is **52** weeks. Starting on **the 1st of May 2018** and ending on **the 29th of April 2019**

# Rent

The rent is **\$2172.62 per month**, payable in advance starting on **the 1st of May 2018**

Rent will be increased to **\$2216.07 per month** from **the 6th of June 2018**

## The method(s) by which the rent must be paid:

a. BPAY

Bill code

4481

Customer reference number

`1234567

**Note:** the landlord or landlord's agent must permit the tenant to pay the rent by at least one means for which the tenant does not incur a cost (other than bank or other account fees usually payable for the tenant's transactions) (see clause 4.1) and that is reasonably available to the tenant

# Bond

Already Held

# Occupants

No more than 1 person(s)

No more than 1 person(s) may ordinarily live in the premises at any one time.

# Emergency contacts

Nominated tradespeople for urgent repairs:

## Plumber

Jimmy Jones, TEST TOWN PLUMBING

p: +61 408 685 066

## Electrician

Sammy Smith, TEST TOWN SPARKIES

p: +61 408 685 066

## Locksmith

Andy Andrews, TEST TOWN Locks

p: +61 408 685 066

# Water usage

Will the tenant be required to pay separately for water usage? If yes, see clauses 11 and 12.

No

# Strata by-laws

Are there any strata or community scheme by-laws applicable to the residential premises? If yes, see clause 35.

Yes

# Condition report

A condition report relating to the condition of the premises must be completed by or on behalf of the landlord before or when this agreement is signed.

# Tenancy laws

The [Residential Tenancies Act 2010](#) and the [Residential Tenancies Regulation 2010](#) apply to this agreement. Both the landlord and the tenant must comply with these laws.

# The Agreement

## Right to occupy the premises

- 1 The landlord agrees** that the tenant has the right to occupy the residential premises during the tenancy. The residential premises include the additional things (if any) noted under **'Residential Premises'**.

## Copy of agreement

- 2 The landlord agrees** to give the tenant:
  - 2.1 a copy of this agreement before or when this agreement is signed and given by the tenant to the landlord or a person on the landlord's behalf, and
  - 2.2 a copy of this agreement signed by both the landlord and the tenant as soon as is reasonably practicable.

## Rent

- 3 The tenant agrees:**
  - 3.1 to pay rent on time, and
  - 3.2 to reimburse the landlord for the cost of replacing rent deposit books or rent cards lost by the tenant, and
  - 3.3 to reimburse the landlord for the amount of any fees paid by the landlord to a bank or other authorised deposit-taking institution as a result of funds of the tenant not being available for rent payment on the due date.
- 4 The landlord agrees:**
  - 4.1 to provide the tenant with at least one means to pay rent for which the tenant does not incur a cost (other than bank fees or other account fees usually payable for the tenant's transactions) and that is reasonably available to the tenant, and
  - 4.2 not to require the tenant to pay more than 2 weeks rent in advance or to pay rent for a period of the tenancy before the end of the previous period for which rent has been paid, and
  - 4.3 not to require the tenant to pay rent by a cheque or other negotiable instrument that is post-dated, and
  - 4.4 to accept payment of unpaid rent after the landlord has given a termination notice on the ground of failure to pay rent if the tenant has not vacated the residential premises, and
  - 4.5 not to use rent paid by the tenant for the purpose of any amount payable by the tenant other than rent, and
  - 4.6 to give a rent receipt to the tenant if rent is paid in person (other than by cheque) and to make a rent receipt available for collection by the tenant or to post it to the residential premises if rent is paid by cheque, and
  - 4.7 to keep a record of rent paid under this agreement and to provide a written statement showing the rent record for a specified period within 7 days of a request by the tenant

(unless the landlord has previously provided a statement for the same period).

**Note.** *The landlord and tenant may, by agreement, change the manner in which rent is payable under this agreement.*

## Rent increases

- 5 The landlord and the tenant agree** that the rent cannot be increased after the end of the fixed term (if any) of this agreement or under this agreement unless the landlord gives not less than 60 days written notice of the increase to the tenant. The notice must specify the increased rent and the day from which it is payable.

**Note:** *Section 42 of the Residential Tenancies Act 2010 sets out the circumstances in which rent may be increased during the fixed term of a residential tenancy agreement. An additional term for this purpose may be included in the agreement.*

## 6 The landlord and the tenant agree:

- 6.1 that the increased rent is payable from the day specified in the notice, and
- 6.2 that the landlord may cancel or reduce the rent increase by a later notice that takes effect on the same day as the original notice, and
- 6.3 that increased rent under this agreement is not payable unless the rent is increased in accordance with this agreement and the Residential Tenancies Act 2010 or by the Civil and Administrative Tribunal.

## Rent reductions

- 7 The landlord and the tenant agree** that the rent abates if the residential premises:
  - 7.1 are destroyed, or become wholly or partly uninhabitable, otherwise than as a result of a breach of this agreement, or
  - 7.2 cease to be lawfully usable as a residence, or
  - 7.3 are compulsorily appropriated or acquired by an authority.
- 8 The landlord and the tenant may,** at any time during this agreement, agree to reduce the rent payable.

## Payment of council rates, land tax, water and other charges

- 9 The landlord agrees** to pay:
  - 9.1 rates, taxes or charges payable under any Act (other than charges payable by the tenant under this agreement), and
  - 9.2 the installation costs and charges for initial connection to the residential premises of an electricity, water, gas, bottled gas or oil supply service, and

- 9.3 all charges for the supply of electricity, gas (except bottled gas) or oil to the tenant at the residential premises that are not separately metered, and
- 9.4 the costs and charges for the supply or hire of gas bottles for the supply of bottled gas at the commencement of the tenancy, and
- 9.5 all charges (other than water usage charges) in connection with a water supply service to separately metered residential premises, and
- 9.6 all charges in connection with a water supply service to residential premises that are not separately metered, and
- 9.7 all charges for the supply of sewerage services (other than for pump out septic services) or the supply or use of drainage services to the residential premises, and
- 9.8 all charges for the availability of gas to the residential premises if the premises do not have any appliances, supplied by the landlord, for which gas is required and the tenant does not use gas supplied to the premises for any purpose.

**10 The tenant agrees to pay**

- 10.1 all charges for the supply of electricity, gas (except bottled gas) or oil to the tenant at the residential premises if the premises are separately metered, and
- 10.2 all charges for the supply of bottled gas to the tenant at the residential premises, and
- 10.3 all charges for pumping out a septic system used for the residential premises, and
- 10.4 any excess garbage charges relating to the tenant's use of the residential premises, and
- 10.5 water usage charges, if the landlord has installed water efficiency measures referred to in clause 11 and the residential premises:
  - 10.5.1 are separately metered, or
  - 10.5.2 are not connected to a water supply service and water is delivered by vehicle.

**11 The landlord agrees that the tenant is not required to pay water usage charges unless:**

- 11.1 the landlord gives the tenant a copy of the part of the water supply authority's bill setting out the charges, or other evidence of the cost of water used by the tenant, and
- 11.2 the landlord gives the tenant at least 21 days to pay the charges, and
- 11.3 the landlord requests payment of the charges by the tenant not later than 3 months after the issue of the bill for the charges by the water supply authority, and
- 11.4 the residential premises have the following water efficiency measures:
  - 11.4.1 all internal cold water taps and single mixer taps for kitchen sinks or bathroom hand basins on the premises have a maximum flow rate of 9 litres per minute,

- 11.4.2 all showerheads have a maximum flow rate of 9 litres per minute,
- 11.4.3 there are no leaking taps at the commencement of this agreement or when the water efficiency measures are installed, whichever is the later.

**12 The landlord agrees**

to give the tenant the benefit of, or an amount equivalent to, any rebate received by the landlord for water usage charges payable or paid by the tenant.

**Possession of the premises**

**13 The landlord agrees:**

- 13.1 to make sure the residential premises are vacant so the tenant can move in on the date agreed, and
- 13.2 to take all reasonable steps to ensure that, at the time of signing this agreement, there is no legal reason why the premises cannot be used as a residence for the term of this agreement.

**Tenant's right to quiet enjoyment**

**14 The landlord agrees:**

- 14.1 that the tenant will have quiet enjoyment of the residential premises without interruption by the landlord or any person claiming by, through or under the landlord or having superior title to that of the landlord (such as a head landlord), and
- 14.2 that the landlord or the landlord's agent will not interfere with, or cause or permit any interference with, the reasonable peace, comfort or privacy of the tenant in using the residential premises, and
- 14.3 that the landlord or the landlord's agent will take all reasonable steps to ensure that the landlord's other neighbouring tenants do not interfere with the reasonable peace, comfort or privacy of the tenant in using the residential premises.

**Use of the premises by tenant**

**15 The tenant agrees:**

- 15.1 not to use the residential premises, or cause or permit the premises to be used, for any illegal purpose, and
- 15.2 not to cause or permit a nuisance, and
- 15.3 not to interfere, or cause or permit interference, with the reasonable peace, comfort or privacy of neighbours, and
- 15.4 not to intentionally or negligently cause or permit any damage to the residential premises, and
- 15.5 not to cause or permit more people to reside in the residential premises than is permitted by this agreement.

**16 The tenant agrees:**

- 16.1 to keep the residential premises reasonably clean, and
- 16.2 to notify the landlord as soon as practicable of any damage to the residential premises, and
- 16.3 that the tenant is responsible to the landlord for any act or omission by a person who is lawfully on the residential premises if the person is only permitted on the premises with the tenant's consent and the act or omission would be in breach of this agreement if done or omitted by the tenant, and
- 16.4 that it is the tenant's responsibility to replace light globes and batteries for smoke detectors on the residential premises.

**17 The tenant agrees**, when this agreement ends and before giving vacant possession of the premises to the landlord:

- 17.1 to remove all the tenant's goods from the residential premises, and
- 17.2 to leave the residential premises as nearly as possible in the same condition, fair wear and tear excepted, as at the commencement of the tenancy, and
- 17.3 to leave the residential premises reasonably clean, having regard to their condition at the commencement of the tenancy, and
- 17.4 to remove or arrange for the removal of all rubbish from the residential premises, and
- 17.5 to make sure that all light fittings on the premises have working globes, and
- 17.6 to return to the landlord all keys, and other opening devices or similar devices, provided by the landlord.

**Landlord's general obligations for residential premises**

**18. The landlord agrees:**

- 18.1 to make sure that the residential premises are reasonably clean and fit to live in, and
- 18.2 to make sure that all light fittings on the residential premises have working light globes on the commencement of the tenancy, and
- 18.3 to keep the residential premises in a reasonable state of repair, considering the age of, the rent paid for and the prospective life of the premises, and
- 18.4 not to interfere with the supply of gas, electricity, water, telecommunications or other services to the residential premises (unless the interference is necessary to avoid danger to any person or enable maintenance or repairs to be carried out), and
- 18.5 to comply with all statutory obligations relating to the health or safety of the residential premises.

**Urgent repairs**

**19 The landlord agrees** to pay the tenant, within 14 days after receiving written notice from the tenant, any reasonable costs (not exceeding \$1,000) that the tenant has incurred for making urgent repairs to the residential premises (of the type set out below) so long as:

- 19.1 the damage was not caused as a result of a breach of this agreement by the tenant, and
- 19.2 the tenant gives or makes a reasonable attempt to give the landlord notice of the damage, and
- 19.3 the tenant gives the landlord a reasonable opportunity to make the repairs, and
- 19.4 the tenant makes a reasonable attempt to have any appropriate tradesperson named in this agreement make the repairs, and
- 19.5 the repairs are carried out, where appropriate, by licensed or properly qualified persons, and
- 19.6 the tenant, as soon as possible, gives or tries to give the landlord written details of the repairs, including the cost and the receipts for anything the tenant pays for.

**Note:** *The type of repairs that are urgent repairs are defined in the Residential Tenancies Act 2010 and are defined as follows:*

- a. a burst water service,*
- b. an appliance, fitting or fixture that uses water or is used to supply water that is broken or not functioning properly, so that a substantial amount of water is wasted,*
- c. a blocked or broken lavatory system,*
- d. a serious roof leak,*
- e. a gas leak,*
- f. a dangerous electrical fault,*
- g. flooding or serious flood damage,*
- h. serious storm or fire damage,*
- i. a failure or breakdown of the gas, electricity or water supply to the premises,*
- j. a failure or breakdown of any essential service on the residential premises for hot water, cooking, heating, cooling or laundering,*
- k. any fault or damage that causes the premises to be unsafe or insecure.*

**Sale of the premises**

**20 The landlord agrees:**

- 20.1 to give the tenant written notice that the landlord intends to sell the residential premises, at least 14 days before the premises are made available for inspection by potential purchasers, and
- 20.2 to make all reasonable efforts to agree with the tenant as to the days and times when the residential premises are to be available for inspection by potential purchasers.

**21 The tenant agrees** not to unreasonably refuse to agree to days and times when the residential premises are to be available for inspection by potential purchasers.

**22 The landlord and tenant agree:**

- 22.1 that the tenant is not required to agree to the residential premises being available for inspection more than twice in a period of a week, and
- 22.2 that, if they fail to agree, the landlord may show the residential premises to potential purchasers not more than twice in any period of a week and must give the tenant at least 48 hours notice each time.

**Landlord's access to the premises**

**23 The landlord agrees** that the landlord, the landlord's agent or any person authorised in writing by the landlord, during the currency of this agreement, may only enter the residential premises in the following circumstances:

- 23.1 in an emergency (including entry for the purpose of carrying out urgent repairs),
- 23.2 if the Civil and Administrative Tribunal so orders,
- 23.3 if there is good reason for the landlord to believe the premises are abandoned,
- 23.4 if there is good reason for serious concern about the health of the tenant or any other person on the residential premises and a reasonable attempt has been made to obtain consent to the entry,
- 23.5 to inspect the premises, if the tenant is given at least 7 days written notice (no more than 4 inspections are allowed in any period of 12 months),
- 23.6 to carry out, or assess the need for, necessary repairs, if the tenant is given at least 2 days notice each time,
- 23.7 to carry out, or assess the need for, work relating to statutory health and safety obligations relating to the residential premises, if the tenant is given at least 2 days notice each time,
- 23.8 to show the premises to prospective tenants on a reasonable number of occasions if the tenant is given reasonable notice on each occasion (this is only allowed during the last 14 days of the agreement),
- 23.9 to value the property, if the tenant is given 7 days notice (not more than one valuation is allowed in any period of 12 months),
- 23.10 if the tenant agrees.

**24 The landlord agrees** that a person who enters the residential premises under clause 23.5, 23.6, 23.7, 23.8 or 23.9 of this agreement:

- 24.1 must not enter the premises on a Sunday or a public holiday, unless the tenant agrees, and
- 24.2 may enter the premises only between the hours of 8.00 a.m. and 8.00 p.m., unless the tenant agrees to another time, and
- 24.3 must, if practicable, notify the tenant of the proposed day and time of entry.

**25 The landlord agrees** that, except in an emergency (including to carry out urgent repairs), a person other than the landlord or the landlord's agent must produce to the tenant the landlord's or the landlord's agent's written permission to enter the residential premises.

**26 The tenant agrees** to give access to the residential premises to the landlord, the landlord's agent or any person, if they are exercising a right to enter the residential premises in accordance with this agreement.

**Alterations and additions to the premises**

**27 The tenant agrees:**

- 27.1 not to install any fixture or renovate, alter or add to the residential premises without the landlord's written permission, and
- 27.2 not to remove, without the landlord's permission, any fixture attached by the tenant that was paid for by the landlord or for which the landlord gave the tenant a benefit equivalent to the cost of the fixture, and
- 27.3 to notify the landlord of any damage caused by removing any fixture attached by the tenant, and
- 27.4 to repair any damage caused by removing the fixture or compensate the landlord for the reasonable cost of repair.

**28 The landlord agrees** not to unreasonably refuse permission for the installation of a fixture by the tenant or to a minor alteration, addition or renovation by the tenant.

**Locks and security devices**

**29 The landlord agrees:**

- 29.1 to provide and maintain locks or other security devices necessary to keep the residential premises reasonably secure, and
- 29.2 to give each tenant under this agreement a copy of the key or opening device or information to open any lock or security device for the residential premises or common property to which the tenant is entitled to have access, and
- 29.3 not to charge the tenant for the cost of providing the copies except to recover the cost of replacement or additional copies, and
- 29.4 not to alter, remove or add any lock or other security device without reasonable excuse (which includes an emergency, an order of the Civil and Administrative Tribunal, termination of a co-tenancy or an apprehended violence order prohibiting a tenant or occupant from having access) or unless the tenant agrees, and
- 29.5 to give each tenant under this agreement a copy of any key or other opening device or information to open any lock or security device that the landlord changes as soon as practicable (and no later than 7 days) after the change.

**30 The tenant agrees:**

- 30.1 not to alter, remove or add any lock or other security device without reasonable excuse (which includes an emergency, an order of the Civil and Administrative Tribunal, termination of a co-tenancy or an apprehended violence order prohibiting a tenant or occupant from having access) or unless the landlord agrees, and

30.2 to give the landlord a copy of the key or opening device or information to open any lock or security device that the tenant changes within 7 days of the change.

**31** A copy of a changed key or other opening device need not be given to the other party if the other party agrees not to be given a copy or the Civil and Administrative Tribunal authorises a copy not to be given or the other party is prohibited from access to the residential premises by an apprehended violence order.

### **Transfer of tenancy or sub-letting by tenant**

**32 The landlord and tenant agree** that:

- 32.1 the tenant may, with the landlord's written permission, transfer the tenant's tenancy under this agreement or sub-let the residential premises, and
- 32.2 the landlord may refuse permission (whether or not it is reasonable to do so) to the transfer of the whole of the tenancy or sub-letting the whole of the residential premises, and
- 32.3 the landlord must not unreasonably refuse permission to a transfer of part of a tenancy or a sub-letting of part of the residential premises, and
- 32.4 without limiting clause 32.3, the landlord may refuse permission to a transfer of part of the tenancy or to sub-letting part of the residential premises if the number of occupants would be more than is permitted under this agreement or any proposed tenant or sub-tenant is listed on a residential tenancy database or it would result in overcrowding of the residential premises.

*Note: Clauses 32.3 and 32.4 do not apply to social tenancy housing agreements.*

**33 The landlord agrees** not to charge for giving permission other than for the landlord's reasonable expenses in giving permission.

### **Change in details of landlord or landlord's agent**

**34 The landlord agrees:**

- 34.1 if the name and telephone number or contact details of the landlord change, to give the tenant notice in writing of the change within 14 days, and
- 34.2 if the address of the landlord changes (and the landlord does not have an agent), to give the tenant notice in writing of the change within 14 days, and
- 34.3 if the name, telephone number or business address of the landlord's agent changes or the landlord appoints an agent, to give the tenant notice in writing of the change or the agent's name, telephone number and business address, as appropriate, within 14 days, and
- 34.4 if the landlord or landlord's agent is a corporation and the name or business address of the corporation changes, to give the tenant notice in writing of the change within 14 days.

### **Copy of certain by-laws to be provided**

*[Cross out if not applicable]*

**35 The landlord agrees** to give to the tenant within 7 days of entering into this agreement a copy of the by-laws applying to the residential premises if they are premises under the Strata Schemes Management Act 2015, the Strata Schemes (Development) Act 2015, the Community Land Development Act 1989 or the Community Land Management Act 1989.

### **Mitigation of loss**

**36** The rules of law relating to mitigation of loss or damage on breach of a contract apply to a breach of this agreement. (For example, if the tenant breaches this agreement the landlord will not be able to claim damages for loss which could have been avoided by reasonable effort by the landlord.)

### **Rental bond**

*[Cross out this clause if no rental bond is payable]*

**37 The landlord agrees** that where the landlord or the landlord's agent applies to the Rental Bond Board or the Civil and Administrative Tribunal for payment of the whole or part of the rental bond to the landlord, then the landlord or the landlord's agent will provide the tenant with details of the amount claimed and with copies of any quotations, accounts and receipts that are relevant to the claim and a copy of a completed condition report about the residential premises at the end of the residential tenancy agreement.

### **Smoke alarms**

**38 The landlord agrees** to ensure that smoke alarms are installed and maintained in the residential premises in accordance with section 146A of the Environmental Planning and Assessment Act 1979 if that section requires them to be installed in the premises.

**39 The landlord and tenant each agree** not to remove or interfere with the operation of a smoke alarm installed on the residential premises unless they have a reasonable excuse to do so.

## Swimming pools

*[Cross out this clause if there is no swimming pool.]*

Initialed by Mary Jane  
jones  
the 1st of May 2018



**40** ~~The landlord agrees to ensure that the requirements of the Swimming Pools Act 1992 have been complied with in respect of the swimming pool on the residential premises.~~

*[Cross out the following clause if there is no swimming pool or the swimming pool is situated on land in a strata scheme (within the meaning of the Strata Schemes Management Act 1996) or in a community scheme (within the meaning of the Community Land Development Act 1989) and that strata or community scheme comprises more than 2 lots.]*

40A ~~The landlord agrees to ensure that at the time that this residential tenancy agreement is entered into:~~

40A.1 ~~the swimming pool on the residential premises is registered under the Swimming Pools Act 1992 and has a valid certificate of compliance under that Act or a relevant occupation certificate within the meaning of that Act, and~~

40A.2 ~~a copy of that valid certificate of compliance or relevant occupation certificate is provided to the tenant.~~

## Loose-fill asbestos insulation

40B The landlord agrees:

40B.1 if, at the time that this residential tenancy agreement is entered into, the premises have been and remain listed on the LFAI Register, the tenant has been advised in writing by the landlord that the premises are listed on that Register, or

40B.2 if, during the tenancy, the premises become listed on the LFAI Register, to advise the tenant in writing, within 14 days of the premises being listed on the Register, that the premises are listed on the Register

## Additional Terms

Initialed by Mary Jane  
jones  
the 1st of May 2018

[Additional terms may be included in this agreement if:

- a. **both the landlord and tenant agree** to the terms, and
- b. they do not conflict with the Residential Tenancies Act 2010, the Residential Tenancies Regulation 2010 or any other Act, and
- c. they do not conflict with the standard terms of this agreement.

ANY ADDITIONAL TERMS ARE NOT REQUIRED BY LAW AND ARE NEGOTIABLE.]

### Additional term – break fee

[Cross out this clause if not applicable]

Initialed by Mary Jane  
jones  
the 1st of May 2018

**41 ~~The tenant agrees that, if the tenant ends the residential tenancy agreement before the end of the fixed term of the agreement, the tenant must pay a break fee of the following amount:~~**

- 41.1 ~~if the fixed term is for 3 years or less, 6 weeks rent if less than half of the term has expired or 4 weeks rent in any other case, or~~**
- 41.2 ~~if the fixed term is for more than 3 years, [specify amount]:~~**

**~~This clause does not apply if the tenant terminates the residential tenancy agreement early for a reason that is permitted under the Residential Tenancies Act 2010.~~**

*~~Note: Permitted reasons for early termination include destruction of residential premises, breach of the agreement by the landlord and an offer of social housing or a place in an aged care facility. Section 107 of the Residential Tenancies Act 2010 regulates the rights of the landlord and tenant under this clause.~~*

**42 The landlord agrees** that the compensation payable by the tenant for ending the residential tenancy agreement before the end of the fixed term is limited to the amount specified in clause 41 and any occupation fee payable under the Residential Tenancies Act 2010 for goods left on the residential premises.

### Additional term – pets

[Cross out this clause if not applicable]

Initialed by Mary Jane  
jones  
the 1st of May 2018

**43 ~~The tenant agrees~~ not to keep animals on the residential premises without obtaining the landlord's consent.**

**44 The landlord agrees** that the tenant may keep the following animals on the residential premises: ONE DOG.

**45 The tenant agrees to:**

- 45.1 have the carpet professionally cleaned or to have the residential premises fumigated if the cleaning or fumigation is required because animals have been kept on the residential premises during the tenancy.
- 45.2 repair any damage caused by animals kept on the residential premises; and
- 45.3 upon request, and in the form of evidence elected, by the landlord or landlord's agent, provide to the landlord or the landlord's agent (as the case may be) evidence that the tenant has complied with clause 45.1 and 45.2 of this agreement.

### Additional term - Rent increases during the fixed term

Initialed by Mary Jane  
jones  
the 1st of May 2018

**46** If the details in this clause 46 have been completed, then the parties agree to increase rent during the fixed term of the agreement as follows

- 46.1 On the 6th of June 2018, rent is to be increased to **\$2216.07 per month.**

**47** If the details in this clause 47 have been completed, then the parties agree to increase rent during the fixed term of the agreement using the following method: [insert method of calculation]

**Note:** The rent payable under a residential tenancy agreement may be increased only if the tenant is given written notice by the landlord or the landlord's agent specifying the increased rent and the day from which it is payable, and the notice is given at least 60 days before the increased rent is payable.

Notice of a rent increase must be given by a landlord or landlord's agent even if details of the rent increase are set out in the residential tenancy agreement.

The rent payable under a fixed term agreement for a fixed term of less than 2 years must not be increased during the fixed term unless the agreement specifies the increased rent or the method of calculating the increase.

The rent payable under a fixed term agreement for a fixed term of 2 years or more must not be increased more than once in any period of 12 months and may be increased whether or not the agreement specifies the increased rent or the method of calculating the increase.

#### **Additional term - No set off**

**48** Without the written approval of the landlord, **the tenant must not** set off or seek to set off the rental bond against any rent or other monies payable by the tenant to the landlord.

#### **Additional term - Smoking**

**49** **The tenant must** not smoke or allow others to smoke in the premises.

**50** If the tenant smokes or allows others to smoke outside the premises, the tenant must ensure that all cigarette butts are properly disposed and not left on the ground.

**51** If the tenant smokes or allows others to smoke inside the premises in breach of clause 49, upon termination of this agreement, the tenant will be responsible for the cost of professionally cleaning all surfaces, floors and windows of the premises.

#### **Additional term - Tenancy Databases**

**52** The landlord may list the tenant's personal information in a residential tenancy database if:

- 52.1 the tenant was named as a tenant in this agreement that has terminated or the tenant's co-tenancy was terminated;
- 52.2 the tenant breached this agreement;
- 52.3 because of the breach, the tenant owes the landlord an amount that is more than the rental bond for this agreement or the Tribunal has made a termination order; and
- 52.4 the personal information identifies the nature of the breach and is accurate, complete and unambiguous.

#### **Additional term - Condition Report**

**53** If a condition report, signed by both the tenant and the landlord, is included with or annexed to this agreement, **the parties agree** that:

- 53.1 it forms part of this agreement; and
- 53.2 it represents a true and accurate statement of the state of repair and condition of the residential premises as at the date of the condition report.

**54** If the landlord or the landlord's agent provides a condition report, signed by the landlord to the tenant and the tenant does not return a copy of the condition report, signed by the tenant, within 7 days of receipt, then the condition report signed by the landlord is deemed to:

- 54.1 form part of this agreement; and
- 54.2 represent a true and accurate statement of the state of repair and condition of the residential premises as at the date of the condition report.

#### **Additional term - Previous Condition Report**

Initialed by Mary Jane  
jones

the 1st of May 2018

**55** **the parties agree** that the condition report dated 1st May 2017 and carried out to record the state of repair and condition of the residential premises under a previous residential tenancy agreement between the landlord and the tenant, forms part of this agreement.

#### **Additional term - Health Issues**

**56** **The tenant must**

- 56.1 routinely clean the premises to avoid any mould, mildew or damp build-up;
- 56.2 ensure that exhaust fans are turned on and windows are opened when the relevant rooms in the premises are in use, e.g. bathrooms, to minimise condensation;
- 56.3 ensure that the premises are free of any pests and vermin; and
- 56.4 promptly notify the landlord or the landlord's agent if there are any signs of mould, mildew, dampness, pests or vermin in the premises.

### Additional term - Telecommunication Facilities

**57** The Landlord does not warrant or make any representation that there are lines of connection to telephone, internet and cable or analogue telephone or television services.

### Additional term - Repairs

**58** **The tenant must** ensure that all repairs which are non-urgent in nature, are carried out at the premises on business days between 9.00am to 5.00pm.

**59** If the landlord has, acting reasonably, requested the tenant to provide access to the premises for the purpose of repairs, the tenant is liable for any call out fees incurred by the landlord as a result of the tenant failing to provide access to the premises for any reason at the specified time and date.

### Additional term - Procedure on Termination

**60** Upon termination of this agreement, **the tenant must** vacate the premises in a peaceful manner and return all keys, security cards and other opening devices to the landlord or the landlord's agent.

**61** If the tenant fails to comply with clause 60, **the tenant must** continue to pay rent to the landlord, at the amount payable immediately prior to termination of this agreement until:

61.1 all the keys, security cards and other opening devices are returned to the landlord or the landlord's agent; or

61.2 the landlord or the landlord's agent has replaced/changed the locks to the premises and the landlord is able to gain access to the premises.

**62** The tenant is liable, and must compensate the landlord, for the costs incurred by the landlord in replacing/changing the locks under clause 61.2.

**63** The landlord may apply to the Civil and Administration Tribunal (NCAT) for an order to recover:

63.1 the rent payable by the tenant for the period from the date of termination to the date the landlord gains access to the premises; and

63.2 the costs incurred by the landlord in replacing/changing the locks under clause 61.2.

### Additional term - Dishonoured Payments

**64** If any payment by the tenant to the landlord is dishonoured upon presentation to a financial institution, then **the tenant is liable** to pay a \$30 dishonour fee to the landlord. The tenant must pay the dishonour fee within 7 days notice from the landlord notifying the tenant of the dishonoured payment.

### Additional term - Gardens

**65** The tenant is responsible for regularly maintaining the yard and gardens on the premises (including regular mowing, edging, pruning and weeding) during the tenancy period. **The tenant agrees** to keep the yard and gardens on the premises in good condition (having regard to the condition report) during the tenancy period, fair wear and tear excluded.

### Additional term - care of swimming pool

**66** If there is a swimming pool located on the premises, **the tenant must**:

66.1 keep the swimming pool clean and regularly sweep up any leaves or other debris which have fallen into the swimming pool;

66.2 regularly clean the sides of the swimming pool to minimise build-up of slime and other residue;

66.3 regularly clean the pool filters and empty out the leaf baskets;

66.4 maintain the cleanliness and clarity of the water to a standard set by the landlord (acting reasonably) by testing the pool water monthly and treating, at the tenant's cost, the pool with the necessary chemicals, if required;

66.5 maintain the water level above the filter inlet at all times;

66.6 promptly notify the landlord or the landlord's agent of any issues with the pool or pool equipment;

66.7 ensure that all doors and gates providing access to the swimming pool are kept securely closed at all times when they are not in actual use;

66.8 not leave any items near the swimming pool or the safety door/gate which would allow a child to gain access to the swimming pool; and

66.9 take all reasonable steps to ensure no unaccompanied child can gain access to the pool area.

### Additional term - electronic signatures

**67** Any notice given electronically under this agreement must comply with sections 8 and 9 of the Electronic Transactions Act 2000 (NSW), as applicable.

**68** Any signature given electronically under this agreement must comply with section 9 of the Electronic Transactions Act 2000 (NSW),

### Additional term - Asbestos

**69** The parties **acknowledge** that the premises may contain asbestos or asbestos containing materials and **the tenant must** promptly notify the landlord or the landlord's agent in writing, if any surface and/or material at the premises suspected of containing asbestos, is disturbed or damaged in any way.

## Special Conditions and Terms

Signed by Mary Jane Jones  
the 1st of May 2018

### **Indemnity Provision**

the parties hereby agree that additional term - "break fee" at clauses 41 and 42 have been struck out of this residential tenancy agreement and are substituted by this clause. the tenant agrees that, if the tenant ends the residential tenancy agreement before the end of the fixed term agreement, the tenant must pay compensation to the landlord for any loss (including loss of rent) caused by the abandonment of the residential premises by the tenant. the compensation costs include a re-letting fee, a lease preparation fee, advertising costs and rent until a new tenant executes a residential tenancy agreement and commences paying rent. the landlord agrees that it will take all reasonable steps to mitigate the loss of the tenant and is not entitled to compensation for any loss that could have been avoided by taking those steps. the parties agree that upon the landlord receiving notice from the tenant of their intention to break the lease, that the landlord shall, on request, furnish the tenant with a statement of costs involved in breaking the lease. these costs will operate in addition to rent up the date that the new tenant starts paying rent.

### **Pets**

no pets at the property without strata or owner permission

### **HOOKS**

no hooks on walls without written permission from agent

### **Subletting**

no subletting without owners permission

### **SMOKING**

no smoking in property

# Notes

## 1. Definitions

In this agreement:

**landlord** means the person who grants the right to occupy residential premises under this agreement, and includes a successor in title to the residential premises whose interest is subject to that of the tenant.

**landlord's agent** means a person who acts as the agent of the landlord and who (whether or not the person carries on any other business) carries on business as an agent for:

- (a) the letting of residential premises, or
- (b) the collection of rents payable for any tenancy of residential premises.

**LFAI Register** means the register of residential premises that contain or have contained loose-fill asbestos insulation that is required to be maintained under Division 1A of Part 8 of the Home Building Act 1989.

**rental bond** means money paid by the tenant as security to carry out this agreement.

**residential premises** means any premises or part of premises (including any land occupied with the premises) used or intended to be used as a place of residence.

**tenancy means** the right to occupy residential premises under this agreement.

**tenant** means the person who has the right to occupy residential premises under this agreement, and includes the person to whom such a right passes by transfer or operation of the law and a sub-tenant of the tenant.

## 2. Continuation of tenancy (if fixed term agreement)

any fixed term of this agreement ends, the agreement continues in force on the same terms as a periodic agreement unless the agreement is terminated by the landlord or the tenant in accordance with the Residential Tenancies Act 2010 (see notes 3 and 4). Clause 5 of this agreement provides for rent to be able to be increased if the agreement continues in force.

## 3. Ending a fixed term agreement

If this agreement is a fixed term agreement it may be ended by the landlord or the tenant by giving written notice of termination. The notice may be given at any time up until the end of the fixed term but cannot take effect until the term ends. The landlord must give at least 30 days' notice and the tenant must give at least 14 days' notice.

## 4. Ending a periodic agreement

If this agreement is a periodic agreement it may be ended by the landlord or the tenant by giving written notice of termination. The notice may be given at any time. The landlord must give at least 90 days' notice and the tenant must give at least 21 days' notice.

## 5. Other grounds for ending agreement

The Residential Tenancies Act 2010 also authorises the landlord and tenant to end this agreement on other grounds. The grounds for the landlord include sale of the residential premises, breach of this agreement by the tenant and hardship. The grounds for the tenant include sale of the residential premises (not revealed when this agreement was entered into), breach of this agreement by the landlord and hardship. For more information refer to that Act or contact NSW Fair Trading on 13 32 20.

## 6. Warning

It is an offence for any person to obtain possession of the residential premises without an order of the Civil and Administrative Tribunal if the tenant does not willingly move out. A court can order fines and compensation to be paid for such an offence

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**The landlord and tenant enter into this agreement and agree to all its terms.**

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**Signed by the landlord or landlord's agent in presence of witness**

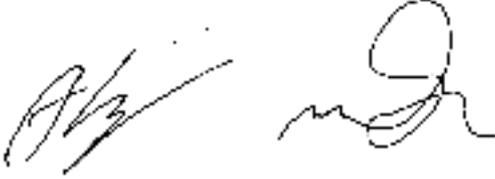
*Landlord or landlord's agent* *Witness*

Andrew Colagiuri

Demo Staff

the 1st of May 2018

the 1st of May 2018



**Signed by the tenant in presence of witness**

*Tenant #1*

*Witness #1*

Mary Jane jones

Tomarra Serjeant

the 1st of May 2018

the 1st of May 2018

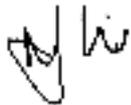


The tenant acknowledges that, at or before the time of signing this residential tenancy agreement, the tenant was given a copy of the New tenant checklist published by Fair Trading.

*Tenant #1*

Mary Jane jones

the 1st of May 2018



## Audit Trail

<b>1st May 2018</b>	Contract is sent to Mary Jane jones	49.176.168.144
<b>1st May 2018</b>	The NSW Tenant checklist is sent to Mary Jane jones (natalie.leslie@harcourts.com.au)	
<b>1st May 2018</b>	Viewed by Mary Jane jones	103.39.55.158
<b>1st May 2018</b>	Mary Jane jones initialed the swimming pool clause	103.39.55.158
<b>1st May 2018</b>	Mary Jane jones initialed the additional terms	103.39.55.158
<b>1st May 2018</b>	Mary Jane jones initialed the break fee clause	103.39.55.158
<b>1st May 2018</b>	Mary Jane jones initialed the pets clause	103.39.55.158
<b>1st May 2018</b>	Mary Jane jones initialed the rental increase	103.39.55.158
<b>1st May 2018</b>	Mary Jane jones initialed the previous condition report	103.39.55.158
<b>1st May 2018</b>	Mary Jane jones signed the special conditions and terms	103.39.55.158
<b>1st May 2018</b>	Signed by Mary Jane jones	103.39.55.158
<b>1st May 2018</b>	Tomarra Serjeant signed as a witness for Mary Jane jones	103.39.55.158
<b>1st May 2018</b>	Contract is sent back to Agent	
<b>1st May 2018</b>	Signed by agent Andy Colagiuri	49.176.168.144