

Residential Tenancy Agreement

Residential Tenancies Act 1997 Section 26

Residential Tenancies Regulations 2019 Regulation 8– Schedule 1 Form 1

Important information

Please read this before completing the Residential Tenancy Agreement

- This form is your written record of your tenancy agreement. This is a binding contract under the *Residential Tenancies Act 1997*, so please read all terms and conditions carefully.
- If you need advice on your rights and responsibilities, please call the Consumer Affairs Victoria Helpline on 1300 55 81 81 **before signing** the Agreement.
- Both the LANDLORD and TENANT should keep signed copies of the completed Agreement for future reference. The LANDLORD must supply the TENANT with a copy of the completed Agreement within 14 days of the TENANT signing.
- If you require extra space to list additional items and terms, attach a separate sheet. All attachments should be **signed and dated** by both the LANDLORD and TENANT to show that both parties have read and agree to any attachments. Both the LANDLORD and TENANT should keep a copy of any attachments for future reference.
- The LANDLORD must give the TENANT a copy of *Renting a home: a guide for tenants* at the start of each tenancy.
- When a bond is paid, the LANDLORD and TENANT must complete a Condition Report and both keep a copy for their records.

1. This agreement is made on the date specified in item 1 in the schedule hereto between the LANDLORD whose name and address is specified in item 2 in the schedule whose agent is specified in item 3 in the schedule and the TENANT whose name and address is specified in item 4 in the schedule.

PREMISES AND RENT

The LANDLORD lets to the TENANT the premises specified in item 5 in the schedule together with those items indicated in the schedule, for which the rental shall be the amount specified in item 6 in the schedule commencing on the date specified in item 7 in the schedule and payable by the TENANT to the party specified in item 8 in the schedule.

BOND

The TENANT must pay the bond in the amount specified in item 9 of the schedule to the LANDLORD/Agent on or before the signing of this Agreement.

In accordance with the *Residential Tenancies Act 1997* the LANDLORD/Agent must lodge the bond with the Residential Tenancies Bond Authority (RTBA) within 10 business days of receiving the bond.

If the TENANT does not receive a bond receipt from the RTBA within 15 business days of paying the bond money, the TENANT should telephone the RTBA on 1300 13 71 64.

If there is more than one TENANT and they do not contribute equally to the total bond, the amounts they each contribute must be listed here. This list is for reference only and will not be recognized by the RTBA.

Name of TENANT	Bond Amount
	\$
	\$
	\$
	\$

FIXED TERM TENANCY

The term of this Agreement shall be as specified in item 11 in the schedule commencing on the date specified in item 12 in the schedule and ending on the date specified in item 13 in the schedule unless the Agreement terminates in accordance with the provisions of the **Residential Tenancies Act 1997 (Vic)**, the agreement will continue as a periodic tenancy.

2. CONDITION OF THE PREMISES

The LANDLORD must

- ensure that the premises are maintained in good repair, and
- If the LANDLORD owns or controls the common areas, take reasonable steps to ensure that the common areas are maintained in good repair.

3. DAMAGE TO THE PREMISES

- The TENANT must make sure that care is taken to avoid damaging the rented premises.
- The TENANT must take reasonable care to avoid damaging the premises and any common area.
- The TENANT who becomes aware of damage to the rented premises must give notice to the LANDLORD of any damage to the premises as soon as practicable.

4. CLEANINESS OF THE PREMISES

- The LANDLORD must make sure that the premises are in a reasonable clean condition on the day on which it is agreed that the TENANT shall enter into occupation of the premises.
- The TENANT must keep the premises in a reasonably clean condition during the period of the agreement.

5. USE OF PREMISES

- The TENANT must not use or allow the premises to be used for any illegal purpose.
- The TENANT must not use or allow the premises to be used in such a manner as to cause a nuisance or cause any interference with the reasonable peace, comfort or privacy of any occupier of neighbouring premises.

6. QUIET ENJOYMENT

The LANDLORD shall take all reasonable steps to make sure that the TENANT has quiet enjoyment of the premises.

DATE _____ SIGNED by the TENANT/s _____

7. ASSIGNMENT OR SUB-LETTING

- a. The TENANT must not assign or sub-let the whole or any part of the premises without the written consent of the LANDLORD. The LANDLORD's consent must not be unreasonably withheld.
- b. The LANDLORD must not demand or receive any fee or payment for the consent, except in respect of any fees, costs or charges incurred by the LANDLORD in relation to the preparation of a written assignment of the Agreement.

8. RESIDENTIAL TENANCIES ACT 1997(Vic)

- a) Each party must comply with the *Residential Tenancies Act 1997*.
- b) For further rights and duties refer to the *Residential Tenancies Act 1997*.

SCHEDULE A – ITEMS LET WITH PREMISES (if any); B. Additional Terms (if any)

This section lists any additional terms and terms to this agreement. **The terms listed cannot take away any of the rights and duties in the *Residential Tenancies Act 1997*.**

Both the LANDLORD and TENANT should sign and date any attachments.

Any additional terms must comply with the Unfair Contract Terms provisions in the Australian Consumer Law (Victoria).

Contact Consumer Affairs Victoria on 1300 55 81 81 for further information or visit www.consumer.vic.gov.au

SCHEDULE B - ADDITIONAL TERMS

9. The TENANT must primarily use the premises as a residence, if the TENANT wants to use the premises as a residence and for an ancillary purpose, the TENANT must first obtain the LANDLORD's written consent.
10. The TENANT shall pay all charges in respect of the connection and consumption of internet, telephone, cable television, electricity, gas & water services where such are separately metered and charged directly to the TENANT. If a service is damaged or disconnected because of the fault of the TENANT or any person the TENANT has allowed or permitted to be on the premises, the TENANT must have the service repaired or reconnected and pay the expense of doing so
11. The TENANT further acknowledges that the LANDLORD's insurance does not provide cover for the TENANT's possessions.
(note: it is strongly recommended the TENANT takes out contents insurance to adequately cover their possessions)
12. The TENANT agrees to repair/replace or pay to the LANDLORD for the any damaged, cracked, chipped or broken glass, toilets bowls or wash basins in the premises, no matter how minor, if the damage has been caused by the TENANT or by a person the TENANT has allowed or permitted to be on the premises during the term of the tenancy
13. The TENANT shall indemnify the LANDLORD for any loss or damage caused by failure to ensure that care is taken to avoid damaging the rented premises or common areas by the TENANT or anyone on the premises with the consent of the TENANT without limiting the generality of the foregoing, the TENANT shall indemnify the LANDLORD for the cost of repairs to plumbing blockages caused by the negligence or misuse of the TENANT.
14. The TENANT shall notify the LANDLORD or agent as soon as practicable upon becoming aware of any defects in the premises that might injure a person or cause damage to the premises.
15. The TENANT must take reasonable measures to ensure that anybody the TENANT has allowed or permitted to be on the premises does not cause damage to the premises or common areas.
16. The TENANT must as soon as practicable notify the LANDLORD or the agent of any blockages or defects in drains, water services or sanitary systems. No item that could cause a blockage (including but not limited to feminine hygiene products, disposable nappies, or excessive amounts of toilet paper) may be flushed down the sewerage, septic, storm water or drainage systems. The TENANT must pay all reasonable expenses that are incurred in rectifying defects or blockages that are caused by the TENANT or a person the TENANT has allowed or permitted to be on the premises.
17. The TENANT will indemnify the LANDLORD against liability for injury or loss sustained by any person or a person's property because of negligence of the TENANT or the negligence of a person the TENANT has allowed or permitted to be in the premises.
18. The TENANT must obtain the LANDLORD's or the agent's written consent before painting or affixing any sign or antenna or cabling to the inside or outside of the premises. The LANDLORD's or the agent's consent is also required before any nail, screw or other fastener or adhesive is affixed to the inside or outside of the premises.
19. The TENANT must return all the keys of the premises to the LANDLORD or agent when the TENANT vacates the premises.
20. The TENANT shall not do or allow to be done anything that will cause any shared service facilities to become obstructed, untidy, damaged or used for any purpose other than for which they are intended.
21. The TENANT must not keep any animal, bird or pet on the premises at any time without first obtaining written permission of the LANDLORD or the agent. If a TENANT has an animal that assists a person with an impairment or disability they are exempt from the duty listed in this clause.
22. The TENANT agrees not to place rubbish on common property and shall deposit all rubbish including cartons and newspapers either by using the garbage chute or place in a proper rubbish receptacle with a close fitting lid. The TENANT must have rubbish and waste regularly removed.
23. The TENANT must not hang any clothes inside the premises other than where provision for the hanging of clothes (if any) has been provided. The TENANT must not hang washing or air articles on common property, unless facilities for doing so are provided for the TENANT's use.
24. The TENANT must not store lubricants or flammable liquids (including but not limited to kerosene and motor fuels) at the premises. The TENANT must not bring on to or use at the premises a heater which uses flammable liquid or bottled gas.

DATE _____ SIGNED by the TENANT/s _____

25. The TENANT shall not cook anywhere in the property other than where kitchen facilities have been provided.
26. The TENANT shall comply with any act, regulation, rule or direction of any government, semi government or statutory body.
27. The TENANT shall allow the LANDLORD or the agent to put on the premises a notice or notices 'to let' during the last month of the tenancy agreement. The TENANT shall also allow the LANDLORD or the agent to put on the premises a notice or notices 'for sale' or 'auction' at any time during the term of this agreement and permit access to the premises by the LANDLORD or his agent to present the property to prospective purchasers or TENANTS upon 24 hours notice or by agreement with the TENANT and the LANDLORD or the LANDLORD's agent. In accordance with Sections 85 and 86 of the *Residential Tenancies Act 1997*.
28. The TENANT acknowledges that no promises, representations, warranties or undertakings have been given by the LANDLORD or agent in relation to the suitability of the premises for the TENANT's purposes or in respect of the furnishings, fittings or appurtenances of the premises otherwise than provided herein.
29. No consent or waiver of any breach by the TENANT of the TENANT's obligations under the Residential Tenancies Act 1997 (Vic) shall prevent the LANDLORD from subsequently enforcing any of the provisions of the agreement.
30. This agreement may be amended only by an agreement in writing signed by the LANDLORD and the TENANT.
31. The TENANT shall at the TENANT's expense replace all lighting tubes, globes and batteries to the premises, which become defective during the term of the tenancy unless the defect is proven to be caused by faulty wiring.
32. In the event of a rental payment being returned unpaid or having to be re-presented, the TENANT agrees to pay any bank fees that UniLodge incurs.
33. The TENANT acknowledges that under s428 of the Residential Tenancies Act (Vic) 1997, provides that the TENANT must not refuse to pay rent on the ground that the TENANT intends to regard the bond as rent paid.
34. The TENANT agrees to not carry out any mechanical repairs or spray painting of any motor vehicles, boats or motorcycles in or around the property including common property. The TENANT also agrees to be fully responsible of the removal of any motorcycle, car or boat spare parts or bodies or any other equipment used and to fully reinstate the premises or the land or common property on which it is situated to their original condition forthwith.
- 35. Smoke detectors & fire detection equipment:**
 - 35.1 The TENANT must conduct regular checks to ensure smoke detectors are in proper working order, if the detector has a test button the TENANT must press the test button until they hear an alarm to check the detector is working. If no alarm please change battery and inform agent if test still fails.
(note: regular checks are a requirement for the safety of all occupants in the building)
 - 35.2 The TENANT must as soon as practicable notify the LANDLORD or the agent if a smoke detector is not in proper working order.
 - 35.3 The TENANT must replace expired or faulty smoke detector batteries as required and in any event replace smoke detector batteries at the expiry of each 12 months of the tenancy
 - 35.4 Replacement batteries must be new, of a reputable brand, and have suitable durability
 - 35.5 Ensure that the sprinkler head/s and smoke detectors are clear of any item which might adversely affect it use. Do not hang anything from the sprinkler head as they are extremely sensitive
 - 35.6 Should the TENANT activate the fire alarm or sprinkler system, caused by any other reason than a fire is present. Then the TENANT agrees that they will be responsible for all associated charges incurred including, cleanup, replacement furniture & fittings, personal belongings and call out fees charged by the metropolitan fire brigade
36. The TENANT acknowledges that the rented premises are the principal place of residence for the TENANT/S named on the tenancy agreement. Should the TENANT/S wish to have other people live at the rented premises they must obtain the written consent of the LANDLORD.
37. The TENANT is responsible for redirection of his/her mail at the end of the tenancy.

DATE _____ SIGNED by the TENANT/s _____

38. The TENANT/s agrees that where there is two or more TENANT/s the rental amount must be transferred to the agent as one rental payment.
39. The TENANT hereby agrees not to place plants in pots on any carpeted areas within the premises. All plants in pots are to be placed in water proof containers and raised three (3) centimetres above the floor.
40. The TENANT/s undertake to notify the agent thirty (30) days prior to the property becoming uninhabited for a period of fourteen (14) days or longer.
41. The carpet in your apartment has been professionally steam cleaned at the commencement of the tenancy.
42. If the TENANT wishes to vacate the premises at the end of the tenancy, written notice of the TENANT's intention to vacate must be given to the LANDLORD or agent 28 days before the tenancy comes to an end. If the TENANT remains in occupation of the premises after the expiration of this agreement and does not enter into a new fixed term agreement the TENANT must give written notice of the intention to vacate to premises specifying a termination date that is not less than 28 days.
43. Should the TENANT find it essential to vacate the premises during the term of the tenancy the TENANT will be required to;
- 43.1 Immediately inform the managing agent in writing of their desire to do so and request the agent to find an acceptable person who will execute a new agreement.
 - 43.2 The TENANT acknowledges that where the premises are let exclusively to students that enquiry levels are higher during the beginning of each semester, therefore there may be a delay in attracting a new TENANT.
 - 43.3 The TENANT must pay the agents letting fee equal to 2 (two) weeks rental +GST
 - 43.4 The TENANT agrees to pay the fair and reasonable advertising and marketing expenses incurred in relation to the re-letting of the premise, which will not exceed \$150 plus Gst.
 - 43.5 Pay rent on the premises until such time as a new TENANT enters into an agreement or the expiry of the tenancy, whichever first occurs
 - 43.6 The TENANT agrees to present the premises in a clean and undamaged state for viewing by prospective TENANTS.
44. The TENANT acknowledges and understands that there are or that there may be restrictions or prohibitions applying to the premises, in respect to the obtaining of a on street parking permit from the council
- 45. Key management & security**
- 45.1 The TENANT is responsible for the safe keeping of all access cards & keys issued to them. Should the TENANT require the agent to provide them access to their rented premises during office hours a fee of \$30.00 will be charged to them, if the request is made outside of business hours a fee of \$75.00 will be charged.
 - 45.2 The TENANT acknowledges that due to building security requirements they must report as soon as practicable any building access card or fob that is either lost, misplaced or stolen so that it can be deactivated. The cost to replace the building access card or fob is \$50.00
 - 45.3 The TENANT acknowledges that due to building security requirements they must report as soon as practicable any keys issued to them that has been lost, misplaced or stolen. A new lock will need to be fitted and replacement costs will apply.
 - 45.4 In a building with electronic locking systems for any lost, misplaced or stolen access card the TENANT will pay a replacement fee as outlined in clause 47.2
46. The TENANT acknowledges having received before entering into occupation of the premises, two copies of the condition report in the prescribed form signed by or on behalf of the LANDLORD, a copy of "renting a home a guide for TENANTS" setting out the rights and duties of a LANDLORD and TENANT under a tenancy agreement, will access an online copy of the UniLodge handbook regarding building specific issues and agrees to abide by its rules and conditions fully. A hard copy is available for perusal at reception.

For residential tenancy agreements entered into electronically, by paying the first month's rent, you are accepting this Standard Lease, the Rent payable & date of lease start and end. Further, you agree that the need for your signature is given by way of this electronic communication. (Per S.9 Electronic Transactions(Victoria) Act 2000).

47. UniLodge Community Spirit Program.

47.1. A key aspect of our Community Spirit Program is social responsibility and helping others in our community. We therefore at times organise events which support not for profit organisations such as those involved in medical research. Please note that at times a small contribution may be made from your Community Spirit funds to such charities

47.2. If you register for an event and then do not attend you will be liable for the actual cost of that event.

47.3. I consent to UniLodge using or retaining any image of myself in UniLodge marketing materials.

47.4. In consideration for receiving permission to participate in any Community Spirit Event, I hereby release, waive, discharge and covenant not to sue, UniLodge their officers, agents, servants, or employees (hereinafter referred to as releasees) from any and all liability, claims, demands, actions and causes of action whatsoever arising out of or related to any loss, damage, or injury, including death, that may be sustained by me, or any of the property belonging to me, whether caused WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES, or otherwise, while participating in such activity, or while in, on or upon the premises where the activity is being conducted.

47.5. I am fully aware of the possible risks involved and hazards connected with this activity, including but not limited to travel risks. Hereby elect to voluntarily participate in said activity with full knowledge that said activity may be hazardous to me and my property. I VOLUNTARILY ASSUME FULL RESPONSIBILITY FOR ANY RISKS OF LOSS, PROPERTY DAMAGE OR PERSONAL INJURY, INCLUDING DEATH, that may be sustained by me, or any loss or damage of property owned by me, as a result of being engaged in such activity, WHETHER CAUSED BY THE NEGLIGENCE OF RELEASEES OR OTHERWISE.

48. I ACKNOWLEDGE AND REPRESENT THAT I have read section 0 of this agreement , understand it and sign it voluntarily as my own free act and deed; no oral representations, statements, or inducements, apart from the foregoing written agreement, have been made; I am at least eighteen (18) years of age and fully competent; and I execute this Release for full, adequate and complete consideration fully intending to be bound by same

Translating and Interpreting Service

131 450

Telephone Interpreter Service

If you have difficulty understanding English, contact the Translating and Interpreting Service (TIS) on 131 450 (for the cost of a local call) and ask to be put through to an Information Officer at Consumer Affairs Victoria on 1300 55 81 81.

Arabic

إذا كان لديك صعوبة في فهم اللغة الإنكليزية، اتصل بخدمة الترجمة التحريرية والشفوية (TIS) على الرقم 131 450 (بكلفة مكالمة محلية) واطلب أن يوصلوك بموظف معلومات في دائرة شؤون المستهلك في فكتوريا على الرقم 1300 55 81 81.

Turkish İngilizce anlamakta güçlük çekiyorsanız, 131 450'den (şehir içi konuşma ücretine) Yazılı ve Sözlü Tercümanlık Servisini (TIS) arayarak 1300 55 81 81 numaralı telefondan Victoria Tüketici İşleri'ni aramalarınızı ve sizi bir Danışma Memuru ile görüşturmelerini isteyiniz.

Vietnamese Nếu quý vị không hiểu tiếng Anh, xin liên lạc với Dịch Vụ Thông Phiên Dịch (TIS) qua số 131 450 (với giá biểu của cú gọi địa phương) và yêu cầu được nối đường dây tới một Nhân Viên Thông Tin tại Bộ Tiêu Thụ Sự Vụ Victoria (Consumer Affairs Victoria) qua số 1300 55 81 81.

Somali Haddii aad dhibaato ku qabto fahmida Ingiriiska, La xiriir Adeega Tarjumida iyo Afcelinta (TIS) telefoonka 131 450 (qiimaha meesha aad joogto) weydiisuna in lagugu xiro Sarkaalka Macluumaadka ee Arrimaha Macmiilaha Fiktooriya tel: 1300 55 81 81.

Chinese 如果您聽不大懂英語，請打電話給口譯和筆譯服務處，電話：131 450 (祇花費一個普通電話費)，讓他們幫您接通維多利亞消費者事務處 (Consumer Affairs Victoria) 的信息官員，電話：1300 55 81 81。

Serbian Ако вам је тешко да разумете енглески, назовите Службу преводилаца и тумача (Translating and Interpreting Service - TIS) на 131 450 (по цену локалног позива) и замолите их да вас повежу са Службеником за информације (Information Officer) у Викторијској Служби за потрошачка питања (Consumer Affairs Victoria) на 1300 55 81 81.

Amharic ከግላገላዎ ቋንቋ ለመረዳት ችግር ካለብዎ የአስተርጓሚ አገልግሎት (TIS) በስልክ ቁጥር 131 450 [በአካባቢ ጥሪ ሂሳብ] በመደወል በገጠናዎ ደንበኞች ጉዳይ ጽ/ቤት በስልክ ቁጥር 1300 55 81 81 ደውሎ ለመረዳት ለቅራቢ ሠራተኞች ጋር ለጥያቄዎ መጠየቅ።

Dari

اگر شما مشکل دانستن زبان انگلیسی دارید، با اداره خدمات ترجمانی تحریری و شفاهی (TIS) به شماره ۱۳۱ ۴۵۰ به قیمت مخابره محلی تماس بگیرید. و بخواهید که شما را به کارمند معلومات دفتر امور مراجعین ویکتوریا به شماره ۱۳۰۰ ۵۵ ۸۱ ۸۱ ارتباط دهد.

Croatian Ako ne razumijete dovoljno engleski, nazovite Službu tumača i prevoditelja (TIS) na 131 450 (po cijeni mjesnog poziva) i zamolite da vas spoje sdjelatnikom za obavijesti u Consumer Affairs Victoria na 1300 55 81 81.

Greek Αν έχετε δυσκολίες στην κατανόηση της αγγλικής γλώσσας, επικοινωνήστε με την Υπηρεσία Μετάφρασης και Διερμηνείας (TIS) στο 131 450 (με το κόστος μιας τοπικής κλήσης) και ζητήστε να σας συνδέσουν με έναν Υπάλληλο Πληροφοριών στην Υπηρεσία Προστασίας Καταναλωτών Βικτώριας (Consumer Affairs Victoria) στον αριθμό 1300 55 81 81.

Italian Se avete difficoltà a comprendere l'inglese, contattate il servizio interpreti e traduttori, cioè il "Translating and Interpreting Service" (TIS) al 131 450 (per il costo di una chiamata locale), e chiedete di essere messi in comunicazione con un operatore addetto alle informazioni del dipartimento "Consumer Affairs Victoria" al numero 1300 55 81 81.