



This Agreement is in 2 parts:

Part 1 – Sets out the terms of the agreement.

Part 2 – Contains the condition report in respect of the residential premises.

THE AGREEMENT

1. The landlord agrees to give the tenant:
 - 1.1 a copy of this agreement at or before the time the agreement is signed and given by the tenant to the landlord or a person on the landlord's behalf; and
 - 1.2 a copy of the agreement signed by both the landlord and the tenant as soon as reasonably practicable.

RENT

2. The tenant agrees to pay rent on time.
3. The landlord agrees to provide a receipt for any rent paid to the landlord or to ensure that the landlord's agent provides a receipt for any rent paid to the agent. If the rent is not paid in person, the landlord agrees only to make the receipt available for collection by the tenant or to post it to the tenant. (The landlord is not required to provide or make available a receipt if rent is paid into the landlord's account.)

PAYMENT OF COUNCIL RATES, LAND TAX, WATER AND OTHER CHARGES

4. The landlord agrees to pay:
 - 4.1 Council rates; and
 - 4.2 for water, other than water that the tenant has agreed to pay for under clauses 5.3 and 5.4 of this agreement; and
 - 4.3 land taxes; and
 - 4.4 the cost of installing any meters to measure the supply of water, electricity or gas; and
 - 4.5 charges under any other Act for the residential premises.
5. The tenant agrees to pay:
 - 5.1 for electricity; and
 - 5.2 for gas; and
 - 5.3 for excess water; and
 - 5.4 any other charge for water set out in the additional terms of this agreement if the charge for water is calculated according to the metered amount of water consumed and there is no minimum rate chargeable; and
 - 5.5 any excess garbage or sanitary charges; and
 - 5.6 any charges for pumping out a septic system.

POSSESSION OF THE PREMISES

6. The landlord agrees:
 - 6.1 to make sure the residential premises are vacant so the tenant can move in on the date agreed; and
 - 6.2 there is no legal reason that the landlord knows about, or should know about when signing this agreement, why the premises cannot be used as a residence for the term of this agreement.

TENANT'S RIGHT TO QUIET ENJOYMENT

7. The landlord agrees:
 - 7.1 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; and
 - 7.2 that the landlord or the landlord's agent will not interfere, or cause or permit any interference, with the reasonable peace, comfort or privacy of the tenant in using the premises.

USE OF THE PREMISES

8. The tenant agrees:
 - 8.1 not to use the residential premises, or cause or permit the premises to be used, for any illegal purpose; and
 - 8.2 not to cause or permit a nuisance; and
 - 8.3 not to interfere, or cause or permit interference, with the reasonable peace, comfort or privacy of neighbours.

LANDLORD'S ACCESS TO THE PREMISES

9. 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:
 - 9.1 in an emergency (including entry for the purpose of carrying out urgent repairs); or
 - 9.2 if the Residential Tenancies Tribunal so orders; or
 - 9.3 if there is good reason for the landlord to believe the premises are abandoned; or
 - 9.4 to inspect the premises, if the tenant gets 7 days' notice (no more than 4 inspections are allowed in any period of 12 months); or
 - 9.5 to carry out necessary repairs, if the tenant gets 2 days' notice on each occasion; or
 - 9.6 to show the premises to prospective buyers or mortgagees on a reasonable number of occasions, if the tenant gets reasonable notice on each occasion; or
 - 9.7 to show the premises to prospective tenants on a reasonable number of occasions if the tenant gets reasonable notice on each occasion (this is only allowed during the last 14 days of the agreement); or
 - 9.7A to install a smoke alarm or replace a battery in a smoke alarm in the residential premises, if the tenant gets 2 day's notice on each occasion, or
 - 9.8 if the tenant agrees.
10. If a person has power to enter the residential premises under clause 9.4, 9.5, 9.6 or 9.7 of this agreement the person:
 - 10.1 must not enter the premises on a Sunday or a public holiday, unless the tenant agrees; and
 - 10.2 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.

11. 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.

CLEANLINESS, REPAIRS AND DAMAGE TO THE PREMISES

12. The landlord agrees:
 - 12.1 to make sure the residential premises are reasonably clean and fit to live in; and
 - 12.2 to keep the premises in reasonable repair, considering the age of, the amount of rent paid for and the prospective life of the premises.
13. The tenant agrees:
 - 13.1 to keep the residential premises reasonably clean; and

- 13.2 to notify the landlord as soon as practicable of any damage to the premises; and
- 13.3 not to intentionally or negligently cause or permit any damage to the premises; and
- 13.4 when the agreement ends, to leave the premises as nearly as possible in the same condition (fair wear and tear excepted) as set out in the condition report for the residential premises that forms part of this agreement.

NOTE: The condition report that forms part of this agreement is the condition report set out in Part 2 of this agreement unless:

- the agreement is a renewed agreement; and
- the landlord and tenant have agreed that clause 28 of this agreement applies; and
- a date has been inserted in clause 28, in which case the specified earlier agreement forms part of this agreement.

ALTERATIONS AND ADDITIONS TO THE PREMISES

14. The tenant agrees:

- 14.1 not to attach any fixture or renovate, alter or add to the residential premises without the landlord's written permission; and
- 14.2 not to remove, without the landlord's written permission, any fixture attached by the tenant; and
- 14.3 to notify the landlord of any damage caused by removing any fixture attached by the tenant; and
- 14.4 to repair any damage caused by removing the fixture or compensate the landlord for the cost of repair, if the landlord asks.

15. **The landlord agrees** to compensate the tenant as soon as possible for the value of a fixture attached by the tenant if the landlord refuses to allow its removal.

URGENT REPAIRS

16. **The landlord agrees** to pay the tenant, within 14 days after receiving written notice from the tenant, any reasonable costs (not exceeding \$500) the tenant has incurred for making urgent repairs (of the type set out below) so long as:

- 16.1 the damage was not caused as a result of a breach of this agreement by the tenant; and
- 16.2 the tenant gives or makes a reasonable attempt to give the landlord notice of the damage; and
- 16.3 the tenant gives the landlord a reasonable opportunity to make the repairs; and
- 16.4 the tenant makes a reasonable attempt to have any appropriate tradesperson named in this agreement make the repairs; and
- 16.5 the repairs are carried out, where appropriate, by licensed or properly qualified persons; and
- 16.6 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.

17. The type of urgent repairs to the residential premises for which the landlord agrees to make payment are repairs to:

- 17.1 a burst water service; or
- 17.2 a blocked or broken lavatory system; or
- 17.3 a serious roof leak; or
- 17.4 a gas leak; or
- 17.5 a dangerous electrical fault; or
- 17.6 flooding or serious flood damage; or
- 17.7 serious storm or fire damage; or
- 17.8 a failure or breakdown of the gas, electricity or water supply to the premises; or
- 17.9 a failure or breakdown of any essential service on the premises for hot water, cooking, heating or laundering; or

17.10 any fault or damage that causes the premises to be unsafe or not secure.

Tradesperson/s (complete details here or page 1)

LOCKS AND SECURITY DEVICES

18. The landlord agrees:

- 18.1 to provide and maintain locks or other security devices necessary to keep the residential premises reasonably secure; and
- 18.2 not to alter, remove or add any lock or other security device without reasonable excuse (which includes an emergency or an order of the Residential Tenancies Tribunal) unless the tenant agrees; and
- 18.3 to give the tenant a copy of the key or opening device or information to open any lock or security device which is added or altered, except where the tenant agrees not to be given a copy or the Tribunal so orders.

19. The tenant agrees:

- 19.1 not to alter, remove or add any lock or other security device without reasonable excuse (which includes an emergency or an order of the Residential Tenancies Tribunal) unless the landlord agrees; and
- 19.2 to give the landlord a copy of the key or opening device or information to open any lock or security device which is altered or added, except where the landlord agrees not to be given a copy or the Tribunal so orders.

SMOKE ALARMS

19A. The landlord agrees:

- 19A.1 to install any smoke alarms that are required by law to be installed on the residential premises, and
- 19A.2 not to remove or interfere with the operation of any such smoke alarm except with reasonable excuse, and
- 19A.3 if any such smoke alarm has a replaceable battery (other than a back up battery), to ensure that a new battery is installed in the smoke alarm at the beginning of the term of this agreement and, if the battery needs to be replaced at any time, and the tenant is physically unable to change the battery, to replace the battery with a new battery as soon as reasonably practicable after being notified that the battery needs to be replaced.

19B. The tenant agrees:

- 19B.1 not to remove or interfere with the operation of any smoke alarm installed on the residential premises except with reasonable excuse, and
- 19B.2 if any such smoke alarm has a replaceable battery (other than a backup battery), to ensure that the battery is replaced whenever necessary or, if the tenant is physically unable to change the battery, to notify the landlord as soon as reasonably practicable after becoming aware that the battery needs to be replaced, and
- 19B.3 to notify the landlord if any smoke alarm installed on the residential premises is not functioning properly.

TENANT'S RESPONSIBILITY FOR THE ACTIONS OF OTHERS

20. **The tenant agrees** to be responsible to the landlord for any act or omission by any person the tenant allows on the residential premises who breaks any of the terms of the agreement.

RIGHT TO ASSIGN OR SUB-LET

21. A tenant may with the landlord's prior permission assign the whole or part of the tenant's interest under this agreement or sub-let the residential premises.
22. The landlord agrees not to charge for giving permission other than for the landlord's reasonable expenses in giving permission.

LANDLORD'S CHANGE OF ADDRESS

23. The landlord agrees:

- 23.1 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
- 23.2 if the name 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 or business address, as appropriate, within 14 days; and
- 23.3 if the landlord or landlord's agent is a corporation and the name of the secretary or other responsible agent of the corporation changes or the address of the registered office of the corporation changes, to give the tenant notice in writing of the change within 14 days.

CHANGE OF ADDRESS OF CERTAIN TENANTS

24. The tenant (who is a corporation other than a statutory corporation) agrees, if the address of the registered office of the tenant changes, to give the landlord notice in writing of the changed address.

COPY OF CERTAIN BY-LAWS TO BE PROVIDED

25. 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 1996, the Community Land Development Act 1989 or the Community Land Management Act 1989.

MITIGATION OF LOSS

26. 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

27. The landlord agrees that where the landlord or the landlord's agent applies to the Rental Bond Board or the Residential Tenancies 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.

AGREEMENT TO USE PREVIOUS CONDITION REPORT

28. The landlord and tenant agree that the condition report included in a residential tenancy agreement entered into by the tenant and dated (insert a date if the landlord and tenant agree to this clause) forms part of this agreement.

ADDITIONAL TERMS

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 1987 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 ABOUT WATER (Cross out this clause if not applicable)

29. The Tenant agrees to pay for all water used during the term of the agreement (in addition to any excess water for which the tenant has agreed to pay under clause 5.3) where the charge for the water is calculated according to the metered amount of water consumed and there is no minimum rate chargeable.

TENANTS CARE AND USE OF THE PREMISES

30. Further to clause 13, the tenant agrees:

- 30.1 To clean the premises regularly with special attention to the kitchen, bathroom and appliances;
- 30.2 To put nothing down any sink, toilet or drain likely to cause obstruction or damage;
- 30.3 To wrap up and place garbage in a suitable container;
- 30.4 To keep the grounds and garden tidy and free of rubbish;
- 30.5 To take special care of the items let with the premises including any furniture, furnishings and appliances;
- 30.6 To do no decorating that involves painting, marking or defacing the premises or fixing posters without the prior written consent of the landlord;
- 30.7 To keep no animals or birds on the premises without prior written consent of the landlord;
- 30.8 To ensure that nothing is done that may prejudice any insurance policy or increase the premium payable under any insurance policy held by the landlord in relation to the premises; (A copy of which policy will be made available to the tenant upon request); and
- 30.9 To notify the landlord promptly of any infectious disease or the presence of rats, cockroaches, fleas or other pests.

TELEPHONE SERVICE

31. The tenant agrees:

- 31.1 To leave, in the same manner of connection or operation, any telephone service installed in the premises at the commencement of the agreement;
- 31.2 To compensate the landlord as soon as possible for any reconnection expenses incurred as a result of the tenant's actions or omissions;
- 31.3 To sign and deliver a transfer of the service to the landlord or as they may direct on termination of the agreement.

RENTAL BOND

32. The tenant agrees not to apply any rental bond towards payment of the rent without the prior written consent of the landlord.

OCCUPANTS

33. The tenant agrees:

- 33.1 Not to part with possession other than in accordance with the provisions of this agreement or the Residential Tenancies Act; and
- 33.2 To ensure that occupants and other persons who come on to the premises with the tenant's consent comply with the conditions of the agreement.

TERMINATION

34. The tenant agrees, upon termination of the agreement, to promptly and peacefully deliver up vacant possession of the premises, which shall include the handing over of all keys, and to notify the landlord or the landlord's agent of the tenant's forwarding address.
35. Notwithstanding any termination of the agreement, the tenant acknowledges that they may be liable to pay, as compensation to the landlord, an amount equivalent to the rent until such time as all keys are returned to the landlord or the landlord's agent.
36. The landlord and the tenant agree that:
 - 36.1 Any action by the landlord or the tenant to terminate the agreement shall not affect any claim for compensation in respect of a breach of the agreement; and

36.2 The acceptance of or demand for rent or other money by the landlord after service of a termination notice does not operate as a waiver of that notice nor does it evidence the creation of a new tenancy.

36.3 It is a fundamental and essential term of this agreement that the tenant shall pay rent as and when it falls due and that the landlord shall be entitled to claim prospective damages for loss of future rent in the event of a termination of this agreement on the grounds of a breach of this condition.

NOTE ON TENANCY DATABASES

The landlord or the landlord's agent advises that the tenant's personal information may be used and disclosed for the purpose of listing the tenant on a tenancy database.

STATUTES, BY-LAWS AND SPECIAL CONDITIONS – FLATS

37. The tenant agrees:

37.1 To observe all relevant statutes, statutory regulations and by-laws relating to health, safety, noise and other housing standards with respect to the premises; and

37.2 Where the premises are subject to the Strata Schemes Management Act 1996, to observe and comply with the Strata Scheme By-laws set out in Schedule 1 of the agreement together with any other By-laws forming part of this agreement.

37.3 Where the premises are a flat (not subject to the Strata Schemes Management Act 1996) the tenant agrees to comply with clauses 1 to 5 (1), 6 to 13 and 15 to 17 of Schedule 1 of the agreement as if the words "an owner or occupier of a lot" and "owner or occupier" were replaced by the words "the tenant", the word "lot" with the word "flat", the words "common property" with the words "common area", the words "owners' corporation" with the word "landlord", the words "owner's lot" with the words "tenant's flat" and the words "executive committee" with the word "landlord".

SCHEDULE 1

STRATA SCHEMES BY-LAWS/SPECIAL CONDITIONS – FLATS

By-law 1. Noise. An owner or occupier of a lot must not create any noise on the parcel likely to interfere with the peaceful enjoyment of the owner or occupier of another lot or of any person lawfully using common property.

By-law 2. Vehicles. An owner or occupier of a lot must not park or stand any motor or other vehicle on common property except with the written approval of the owners' corporation.

By-law 3. Obstruction of common property. An owner or occupier of a lot must not obstruct lawful use of common property by any person.

By-law 4. Damage to lawns and plants on common property. An owner or occupier of a lot must not:

- damage any lawn, garden, tree, shrub, plant or flower being part of or situated on common property, or
- use for his or her own purposes as a garden any portion of the common property.

By-law 5. Damage to common property.

- An owner or occupier of a lot must not mark, paint, drive nails or screws or the like into, or otherwise damage or deface, any structure that forms part of the common property without the approval in writing of the owners' corporation.
- An approval given by the owners' corporation under subclause (1) cannot authorise any additions to the common property.

3 This by-law does not prevent an owner or person authorised by an owner from installing:

- any locking or other safety device for protection of the owner's lot against intruders, or
- any screen or other device to prevent entry of animals or insects on the lot, or
- any structure or device to prevent harm to children.

4 Any such locking or safety device, screen, other device or structure must be installed in a competent and proper manner and must have an appearance, after it has been installed, in keeping with the appearance of the rest of the building.

5 Despite section 62, the owner of a lot must maintain and keep in a state of good and serviceable repair any installation or structure referred to in subclause (3) that forms part of the common property and that services the lot.

By-law 6. Behaviour of owners and occupiers. An owner or occupier of a lot when on common property must be adequately clothed and must not use language or behave in a manner likely to cause offence or embarrassment to the owner or occupier of another lot or to any person lawfully using common property.

By-law 7. Children playing on common property in building. An owner or occupier of a lot must not permit any child of whom the owner or occupier has control to play on common property within the building or, unless accompanied by an adult exercising effective control, to be or to remain on common property comprising a laundry, car parking area or other area of possible danger or hazard to children.

By-law 8. Behaviour of invitees. An owner or occupier of a lot must take all reasonable steps to ensure that invitees of the owner or occupier do not behave in a manner likely to interfere with the peaceful enjoyment of the owner or occupier of another lot or any person lawfully using common property.

By-law 9. Depositing rubbish and other material on common property. An owner or occupier of a lot must not deposit or throw on the common property any rubbish, dirt, dust or other material likely to interfere with the peaceful enjoyment of the owner or occupier of another lot or of any person lawfully using the common property.

By-law 10. Drying of laundry items. An owner or occupier of a lot must not, except with the consent in writing of the owners' corporation, hang any washing, towel, bedding, clothing or other article on any part of the parcel in such a way as to be visible from outside the building other than on any lines provided by the owners' corporation for the purpose and there only for a reasonable period.

By-law 11. Cleaning windows and doors. An owner or occupier of a lot must keep clean all glass in windows and all doors on the boundary of the lot, including so much as is common property.

By-law 12. Storage of inflammable liquids and other substances and materials.

1 An owner or occupier of a lot must not, except with the approval in writing of the owners' corporation, use or store on the lot or on the common property any inflammable chemical, liquid or gas or other inflammable material.

- 2 This by-law does not apply to chemicals, liquids, gases or other material used or intended to be used for domestic purposes, or any chemical, liquid, gas or other material in a fuel tank of a motor vehicle or internal combustion engine.

By-law 13. Moving furniture and other objects on or through common property. An owner or occupier of a lot must not transport any furniture or large object through or on common property within the building unless sufficient notice has first been given to the executive committee so as to enable the executive committee to arrange for its nominee to be present at the time when the owner or occupier does so.

By-law 14. Floor coverings.

- 1 An owner of a lot must ensure that all floor space within the lot is covered or otherwise treated to an extent sufficient to prevent the transmission from the floor space of noise likely to disturb the peaceful enjoyment of the owner or occupier of another lot.
- 2 This by-law does not apply to floor space comprising a kitchen, laundry, lavatory or bathroom.

By-law 15. Garbage disposal.

An owner or occupier of a lot:

- a must maintain within the lot, or on such part of the common property as may be authorised by the owners' corporation, in clean and dry condition and adequately covered a receptacle for garbage, and
- b must ensure that before refuse is placed in the receptacle it is securely wrapped or, in the case of tins or other containers, completely drained, and
- c for the purpose of having the garbage collected, must place the receptacle within an area designated for that purpose by the owners' corporation and at a time not more than 12 hours before the time at which garbage is normally collected, and
- d when the garbage has been collected, must promptly return the receptacle to the lot or other area referred to in paragraph (a),

- e must not place any thing in the receptacle of the owner or occupier of any other lot except with the permission of that owner or occupier, and
- f must promptly remove any thing which the owner or occupier or garbage collector may have spilled from the receptacle and must take such action as may be necessary to clean the area within which that thing was spilled.

By-law 16. Keeping of animals.

- 1 Subject to section 49 (4), an owner or occupier of a lot must not, without the approval in writing of the owners' corporation, keep any animal on the lot or the common property.
- 2 The owners' corporation must not unreasonably withhold its approval of the keeping of an animal on a lot or the common property.

By-law 17. Appearance of lot.

- 1 The owner or occupier of a lot must not, without the written consent of the owners' corporation, maintain within the lot anything visible from outside the lot that, viewed from outside the lot, is not in keeping with the rest of the building.
- 2 This by-law does not apply to the hanging of any washing, towel, bedding, clothing or other article as referred to in By-law 10.

By-law 18. Notice – Board. An owners' corporation must cause a notice board to be affixed to some part of the common property.

By-law 19. Change in use of lot to be notified. An occupier of a lot must notify the owners' corporation if the occupier changes the existing use of the lot in a way that may affect the insurance premiums for the strata scheme (for example, if the change of use results in a hazardous activity being carried out on the lot, or results in the lot being used for commercial or industrial purposes rather than residential purposes).

NOTES

DEFINITIONS

1. In this agreement:

"landlord" means the person who grants the right to occupy residential premises under this agreement, and includes the person's heirs, executors, administrators and assigns;

"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;

"regulations" means regulations under the Residential Tenancies Act 1987;

"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's heirs, executors, administrators and assigns.

NOTES ON ENDING THE TENANCY

2. The first step to end a tenancy is, almost always, for the landlord or the tenant to give a notice of termination. The tenancy ends when the tenant moves out, on or after the day specified in the notice, or when the Residential Tenancies Tribunal orders the tenancy to end.

NOTICES OF TERMINATION

3. 1 A notice of termination must:
 - a be in writing; and
 - b state the address of the rented premises; and
 - c be signed and dated; and
 - d allow the required period of time; and
 - e give the date the tenant intends to, or is requested to, move out on; and
 - f give the reasons for ending the agreement (if any); and
 - g be properly given.
- 2 If the notice is given by or on behalf of a landlord, the notice must state that "information about the tenant's rights and obligations can be found in the residential tenancy agreement".

HOW NOTICES ARE PROPERLY GIVEN

4. 1 A notice of termination **given to a tenant** may be:
 - a posted to the tenant's home; or
 - b given to the tenant personally; or
 - c given to a person aged over 16 who normally pays the rent; or
 - d given to a person aged over 16 at the premises to pass on to the tenant.
- 2 A notice of termination **given to a landlord** may be:
 - a posted to the landlord's address; or
 - b given to the landlord (or to the landlord's agent) personally; or
 - c posted or faxed to the landlord's agent's place of business; or
 - d given to a person aged over 16 who normally collects the rent.

WHEN AND HOW MUCH NOTICE CAN BE GIVEN?

5. 1 When and how much notice can be given depends on the type of residential tenancy agreement and the reasons for giving notice.
- 2 There are 2 types of agreements: "fixed term agreements" and "continuing agreements":
 - a a **"fixed term agreement"** is one that is for a specified period of time and ends on a specified date. If the date this agreement is due to end (see page 1 of this agreement) has not passed you are still on a fixed term agreement;
 - b a **"continuing agreement"** does not end on a specified date. These agreements usually begin when a fixed term agreement expires and a new one is not entered into, although an agreement can be a continuing one from the beginning.

HOW TO END A FIXED TERM AGREEMENT

6. A fixed term agreement may be ended for the following reasons, provided that a least 14 days' notice is given:
 - a if the tenant breaks one of the agreement's terms;
 - b if the tenant is more than 14 days in arrears of rent;
 - c if the landlord breaks one of the agreement's terms;
 - d if the landlord or tenant want to end the tenancy at the end of a fixed term agreement (in which case, notice can be given until the final day of the fixed term period, otherwise the agreement becomes a continuing agreement).

HOW TO END A CONTINUING AGREEMENT

7. 1 Unlike fixed term agreements, the amount of notice that a tenant or a landlord must give to end a continuing agreement is not always the same.
- 2 A continuing agreement may be ended by a landlord in the following ways:
 - a without stating a reason (in which case at least 60 days' notice must be given);
 - b on exchange of a sale contract that requires vacant possession of the rented premises (in which case at least 30 days' notice must be given);
 - c if the tenant breaks one of the agreement's terms or is more than 14 days in arrears of rent (in which case at least 14 days' notice must be given).
- 3 A continuing agreement may be ended by a tenant:
 - a without reason (in which case at least 21 days' notice must be given); or
 - b if the landlord breaks one of the agreement's terms (in which case at least 14 days' notice must be given).

VACANT POSSESSION

8. A notice of termination does not end the tenancy by itself. The tenant must return vacant possession of the premises to the landlord, on or after the day specified in the notice, for the tenancy to end. An application may be made to the Residential Tenancies Tribunal if the tenant does not vacate when required.

WARNING

9. It is an offence for any person to obtain possession of the premises without an order of the Residential Tenancies Tribunal if the tenant does not willingly move out. Fines and compensation can be ordered by a court in relation to such offences.

RENT INCREASES

- 10. 1 The landlord cannot increase the rent during the fixed term unless the agreement sets out the amount of the increase or the method of calculating the amount of the rent increase.
- 2 The tenant must get **60 days'** notice in writing if the landlord wants to increase the rent. This applies even when the agreement provides for, or permits, a rent increase. Where a notice of an increase has been given and the landlord and tenant subsequently agree to a lesser increase than in the notice, the landlord does not need to give a further 60 days' notice.
- 3 The tenant can apply to the Residential Tenancies Tribunal within **30 days** of getting the notice of the rent increase for an order that the rent increase is excessive, having regard to the general market level of rents for similar premises in similar locations.
- 4 If the landlord has reduced or withdrawn any goods, services or facilities, the tenant can at any time apply to the Tribunal for an order that the rent is excessive.

THE LANDLORD AND TENANT ENTER INTO THIS AGREEMENT (WHICH INCLUDES THE CONDITION REPORT) AND AGREE TO ALL ITS TERMS.

SIGNED BY THE LANDLORD

in the presence of: _____

(Name of witness)



(Signature of landlord)

(Signature of witness)

SIGNED BY THE TENANT

in the presence of: _____

(Name of witness)



(Signature of tenant)

(Signature of witness)

The tenant acknowledges that, at or before the time of signing this residential tenancy agreement, the tenant was given a copy of "The Renting Guide: A guide for landlords and tenants".

(Signature of tenant)

WHERE TO GET HELP

ENGLISH

For information about this agreement or help with any tenancy problem telephone the Office of Fair Trading on 9377 9100 or 1800 451 301.

If you need an interpreter telephone 13 14 50 and the interpreter will contact the Office of Fair Trading for you.

尋求協助

CHINESE

如欲獲得有關本協議的資料或任何有關租賃問題的協助，請致電公平貿易處，電話 9377 9100 或 1800 451 301。

如果您需要傳譯員的協助，請致電 13 14 50，傳譯員會代您聯絡公平貿易處。

ΠΟΥ ΜΠΟΡΕΙΤΕ ΝΑ ΒΡΕΙΤΕ ΒΟΗΘΕΙΑ

GREEK

Για πληροφορίες σχετικά μ' αυτή τη συμφωνία ή για βοήθεια με οποιοδήποτε πρόβλημα ενοικίασης τηλεφωνήστε στο Γραφείο Θεμιτού Εμπορίου στο 9377 9100 ή 1800 451 301.

Αν χρειάζεστε διερμηνέα τηλεφωνήστε στο 13 14 50 και ο διερμηνέας θα επικοινωνήσει με το Γραφείο Θεμιτού Εμπορίου για λογαριασμό σας.

កម្រិតទទួលយកជំនួយ

KHMER

ដើម្បីទទួលយកព័ត៌មានអំពីកិច្ចព្រមព្រៀងនេះ ឬទទួលយកជំនួយអំពីបញ្ហាណាមួយស្តីពីការជួលទំលេង សូមទូរស័ព្ទទៅការិយាល័យការណែនាំអ្នកប្រតិបត្តិ (Office of Fair Trading) លេខ 9377 9100 ឬ 1800 451 301។

ប្រសិនបើអ្នកត្រូវការអ្នកបកប្រែភាសា សូមទូរស័ព្ទលេខ 13 14 50 ឱ្យបានទាន់ពេលវេលា អ្នកបកប្រែភាសានឹងទាក់ទងជាមួយ ការិយាល័យការណែនាំអ្នកប្រតិបត្តិផ្លូវលោកអ្នក។

ຈະຂໍຄວາມຊ່ວຍເຫລືອໂດ້ຈາກໃສ

LAOTIAN

ເພື່ອຂໍເອົາຂໍ້ມູນກ່ຽວກັບ ຂໍ້ສັນຍາ ນີ້ ຫລື ການຊ່ວຍເຫລືອ ເຮືອງບັນຫາການ ຊໍາເຮືອນໂດຍ ຈິ່ງ ໄຫຮະສັບຫາ ທອງການ ແລະ ເພຣດດິງ (Fair Trading) ຕາມບໍ່ໄຫຮະສັບ ເລກ 9377 9100 ຫລື 1800 451 301.

ຖ້າທ່ານຕ້ອງການນາຍພາສາ ຈິ່ງໄຫຮະສັບຫາບໍ່ 13 14 50 ແລວນາຍພາສາຈະຕິດຕໍ່ທອງການ ແລະ ເພຣດດິງ ໄຫຮ່ທານ.

FEJN TIKSEB L-GHAJNUNA

MALTESE

Għal tagħrif dwar dan il-ftehim jew għajjnuna dwar kwalunkwe problema tal-kiri ċempel lill-Uffiċċju tan-Negozju bil-Fier (Office of Fair Trading) fuq 9377 9100 jew 1800 451 301.

Jekk għandek bżonn interpretu ċempel 13 14 50 u l-interpretu ser jikkuntattja l-Uffiċċju tan-Negozju bil-Fier għan-nom tiegħek.

GDZIE MOŻNA UZYSKAĆ POMOC

POLISH

Po informacji dotyczące tej umowy lub pomoc we wszelkich sprawach związanych z najmem zadzwoń do Urzędu Uczciwego Handlu (Office of Fair Trading) pod numer 9377 9100 lub 1800 451 301.

Jeśli potrzebujesz pomocy tłumacza, zadzwoń pod numer 13 14 50, a tłumacz skontaktuje się z Urzędem Uczciwego Handlu w Twoim imieniu.

ГДЕ МОЖЕТЕ ДА СЕ ОБРАТИТЕ ЗА ПОМОЋ

SERBIAN

За информације о овом уговору или помоћ око било каквих станарских проблема, назовите Службу за правилно пословање на 9377 9100 или 1800 451 301.

Ако вам је потребан тумач, назовите 13 14 50 и тумач ће за вас да контактира Службу за правилно пословање.

NEREDEN YARDIM ALABILIRSINIZ

TURKISH

Bu anlaşma hakkında bilgi veya herhangi bir kiracılık sorunu için yardım almak üzere 9377 9100 veya 1800 451 301 numaralı telefonlardan Dürüst Ticaret Dairesi'ni arayın.

Bir tercümana gereksininiz varsa 13 14 50'yi arayın, tercüman Dürüst Ticaret Dairesi ile iletişime geçecektir.

ARABIC

وسائل الحصول على مساعدة

للمزيد من المعلومات عن هذه الاتفاقية أو لمساعدة في أية مشكلة تتعلق بالاستئجار اتصل هاتفياً بمكتب التجارة العادلة على أحد الرقمين: 9377 9100 أو 1800 451 301.

وإذا احتجت لمترجم على الهاتف اتصل على الرقم 13 14 50 ليقوم مترجم بالاتصال بمكتب التجارة العادلة نيابة عنك.

GDJE SE MOŽETE OBRATITI ZA POMOĆ

CROATIAN

Za informacije o ovom sporazumu ili za pomoć oko bilo kakvog problema u svezi stambenih pitanja, nazovite Ured za pravедno poslovanje (Office of Fair Trading) na 9377 9100 ili 1800 451 301.

Ako trebate pomoć tumača, nazovite 13 14 50 i tumač će u Vaše ime nazvati Ured za pravедno poslovanje.

A CHI RIVOLGERSI PER ASSISTENZA

ITALIAN

Per informazioni su questo contratto o per ottenere assistenza per qualsiasi problema in materia di affitto di un'abitazione, telefonate all'Office of Fair Trading al numero 9377 9100 oppure 1800 451 301.

Se vi serve un interprete, telefonate al numero 13 14 50 e l'interprete contatterà l'Office of Fair Trading per vostro conto.

도움을 받을 수 있는 곳

KOREAN

본 계약에 관해 정보가 필요하시거나 임차 문제로 도움이 필요하실 경우엔 9377 9100 또는 1800 451 301로 공정거래국 (Office of Fair Trading)에 전화하십시오.

통역이 필요하실 경우엔 13 14 50으로 전화하시면 통역사가 공정거래국에 전화해 드릴 것입니다.

КАДЕ МОЖЕТЕ ДА ДОБИЕТЕ ПОМОШ

MACEDONIAN

За информации во врска со овој договор или за помош во врска со било какви проблеми околу наемот, телефонирајте во Службата за праведна трговија (Office of Fair Trading) на 9377 9100 или на 1800 451 301.

Ако ви треба преведувач, телефонирајте на 13 14 50 и преведувачот ќе се јави во Службата за праведна трговија за вас.

مراجع دریافت کمک

برای گرفتن اطلاعات درباره این موافقتنامه و کمک در مورد هر مشکل مربوط به اجاره نشینی به دفتر معاملات عادلانه، شماره ۹۳۷۷ ۹۱۰۰ یا ۱۸۰۰ ۴۵۱ ۳۰۱ تلفن بزنید.

اگر مترجم لازم دارید به شماره ۱۳ ۱۴۵۰ تلفن کنید و یک مترجم از جانب شما با دفتر معاملات عادلانه تماس خواهد گرفت.

ONDE OBTER AJUDA

PORTUGUESE

Para obter informações sobre este acordo ou ajuda com qualquer problema sobre inquilinato, telefone para o Office of Fair Trading (Repartição de Comércio Equitativo) no número 9377 9100 ou 1800 451 301.

Se precisar do serviço de um intérprete, telefone para o número 13 14 50 e um intérprete contactará o Office of Fair Trading em seu nome.

DÓNDE OBTENER AYUDA

SPANISH

Si desea información sobre este acuerdo o ayuda para cualquier problema de arriendo, llame a la Office of Fair Trading (Oficina de Prácticas Comerciales Equitativas) al 9377 9100 o al 1800 451 301.

Si necesita un intérprete llame al 13 14 50 y el intérprete contactará a la Office of Fair Trading de parte suya.

NẾU MUỐN ĐƯỢC GIÚP ĐỖ

VIETNAMESE

Muốn biết chi tiết về thỏa ước này hoặc muốn được giúp đỡ nếu có vấn đề nào về thuê nhà, xin điện thoại Sở Công bằng Mậu dịch (Office of Fair Trading) số điện thoại 9377 9100 hoặc 1800 451 301.

Nếu quý vị cần thông dịch viên, xin điện thoại đến số 13 14 50 và thông dịch viên sẽ điện thoại đến Sở Công bằng Mậu dịch cho quý vị.