

Residential Tenancy Agreement

It is agreed that the lessor grants to the tenant for value a right of occupation of the premises for use as a residence by the tenant in accordance with this tenancy agreement (including the 100 terms of the tenancy under the heading "Terms of Tenancy").

Parties

A. This agreement is made between:

the Lessor Lisa Liu-Thorold of 24/18 Glenmaggie Street, Duffy, ACT, 2611

and the Tenant Timothy Saju of 24/18 Glenmaggie Street, Duffy, ACT, 2611

Premises

B. The Lessor lets to the Tenant Room 1 of the premises at 24/18 Glenmaggie Street, Duffy, ACT, 2611.

Rent

C. The rent is \$420.00 per fortnight payable in advance to the Lessor by Bank Transfer:

Account Name:	Lisa Liu-Thorold
Bank Name:	Commonwealth Bank of Australia
BSB:	064148
Account Number:	10650013
Payment Reference:	Surname

Duration of the tenancy

D. The agreement is for a periodic tenancy and shall commence from 1 June 2021 and continue until terminated by the Lessor or Tenant in accordance with the Residential Tenancies Act 1997.

Bond

E. The amount of bond is \$ 420.00 (two weeks' rent).

F. The Lessor shall arrange for the deposit of the bond with the Office of Rental Bonds (unless otherwise agreed with the Tenant). The bond shall be lodged within 10 working days.

Other Charges

G. Rent includes the following utilities and services:

1. Water
2. Telephone/Internet Charges

H. Rent excludes the following utilities and services, and the cost will be split evenly between the tenant and the Lessor, as they are received:

1. Electricity

The method of payment for these charges will be directed to the payment details listed in the above Section C of this agreement.

Address for service of documents

I. Notices or any other documents may be delivered in person, by post, by registered courier or by fax to the Lessor at:

1. the address of the Lessor's agent above; or
2. the following email address: lisa.ljt.liu@gmail.com.

J. Notices or any other documents may be delivered in person, by post, by registered courier or by fax to the Tenant at:

1. the premises to be let under this agreement; or
2. the following email address:

K. The Lessor and the Tenant acknowledge that notices forwarded by the method(s) identified above shall be effective unless another reasonable method for the service of documents has been communicated in writing to the other party.

Terms of Tenancy

Lessor and Tenant will comply with the terms of the tenancy agreement

1. (1) This tenancy agreement is made under the Residential Tenancies Act 1997 (the "*Residential Tenancies Act*").
(2) The Lessor and the Tenant may agree to add additional clauses to the tenancy agreement, but they must not be inconsistent with, or modify, existing clauses (except where permitted by the Act).
2. By signing this tenancy agreement, the Lessor and the Tenant agree to be bound by its terms during the period of the tenancy it creates
3. A party to this tenancy agreement cannot contract out of it or out of the provisions of the Residential Tenancies Act, except as provided in that Act
4. A fixed term tenancy will be for the single period specified in the tenancy agreement.
5. A periodic tenancy includes a tenancy which is not specified to be for a fixed term, including such a tenancy which commences on the expiration of a fixed term tenancy.
6. A reference in this tenancy agreement to a notice to a vacate and a notice of intention to vacate shall be taken to be a reference to a termination notice under the Residential Tenancies Act.

Costs and procedures for establishing tenancy agreement

7. The Lessor will bear the cost of preparation and execution of this tenancy agreement.
8. The Tenant will be responsible for any legal costs that the Tenant incurs in relation to preparation and execution of this tenancy agreement.
9. The Lessor will give a copy of the proposed tenancy agreement to the Tenant before the commencement of the tenancy.
10. The tenancy agreement will be signed by the Tenant and by the Lessor (or by their authorised agents).
11. The Lessor will give a copy of the tenancy agreement, signed by each party, to the Tenant as soon as possible after it has been signed by each party, but no later than three weeks after the Tenant has returned a signed copy.
12. If the Lessor does not return the tenancy agreement to the Tenant, as provided by clause 11, the tenancy agreement has full effect in the terms signed by the Tenant on occupation of the premises or acceptance of rent.

Lodgment of the bond with the Office of Rental Bonds

13. If the Lessor requires a bond, the bond will be lodged with the Office of Rental Bonds, unless otherwise negotiated with the Tenant.
14. Subject to clause 13, the Lessor will lodge the bond with the Office of Rental Bonds.
 - a. on receiving the bond, the Lessor will give the Tenant a receipt for the bond;
 - b. the Lessor will complete and sign the bond lodgment form and the Tenant will do the same;
 - c. the Lessor will lodge the bond and bond lodgment form with the Office of Rental Bonds within two weeks of receiving the bond, or the commencement of the tenancy, whichever date is the later. If the Lessor has a real estate agent, the agent has four weeks to lodge the bond; and
 - d. the Lessor will lodge the bond whether or not the Tenant completes the bond lodgment form.

Rent and bond only as payment for the tenancy

15. The Lessor will not require any payment other than rent or bond for the following:
 - a. the granting, extension, transfer or renewal of a tenancy or subtenancy;
 - b. vacating of premises;
 - c. obtaining a key to the premises; or
 - d. information on the availability of tenancies.

Holding deposits

16. The Residential Tenancies Act prohibits the taking of holding deposits.

Payment of rent

17. (1) The Tenant will pay the rent on time
- (2) The Tenant will not use the bond money to pay the rent for the last weeks of the tenancy.
- (3) The Tenant and the Lessor may agree to change the way rent is paid (including, for example, where the rent is paid or whether it is to be paid into a nominated bank account or whether it is to be paid in person).
- (4) The Tenant and Lessor may agree that rent is to be paid electronically.

Maximum rent in advance

18. The Lessor will not require an amount of rent paid in advance greater than one calendar month.

Rent receipts

19. If rent is paid in person to the Lessor or a real estate agent, a receipt will be given at that time.
20. In other circumstances where rent is paid to the Lessor, a receipt will be provided or sent by post within one week of its receipt.
21. (1) A receipt for payment of rent will specify the amount paid.
- (2) A receipt should specify the following:
 - a. the date of payment;
 - b. the period in respect of which the payment is made;
 - c. the premises in respect of which the payment is made; and
 - d. whether the payment is for bond or rent.
- (3) If these particulars are not included in the receipt, the Lessor will provide this information to the Tenant within four weeks of a request by the Tenant.
22. A receipt is not required if the rent is paid by the Tenant directly into an account nominated by the Lessor or real estate agent.

Rent records

23. (1) The Lessor will keep, or cause to be kept, records of the payment of rent.
- (2) Those records will be retained for a period of not less than twelve months after the end of the tenancy.

Increase in rent

24. The amount of rent will not vary from period to period except as provided by this tenancy agreement and the Residential Tenancies Act.
25. The rent will not be increased at intervals of less than twelve months from either the beginning of the tenancy agreement for the first increase, or after that, from the date of the last increase.
26. The restriction on increase in rent will apply provided the identity of at least one of the Tenants who occupy the premises remains the same as at the time of the last increase.

Review of excessive rent increases

27. The Lessor will give the Tenant eight weeks notice in writing of intention to increase the rent and include in the notice the amount of the increase, and the date on which it is proposed to increase the rent.
28. (1) The Tenant may apply in writing to the tribunal for review of an excessive increase in rent (time limits for applying and the meaning of excessive is set out in the Residential Tenancies Act).
- (2) On such application being made, no increase in rent is payable until so ordered by the tribunal.
29. If the Tenant remains in occupation of the premises without applying to the tribunal for review, the increase in rent will take effect from the date specified in the notice.
30. If the Tenant wishes to vacate the premises before the increase takes effect, the Tenant will give three weeks notice to the Lessor.

Lessor's costs

31. The Lessor will be responsible for the cost of the following:
 - a. rates and taxes relating to the premises;
 - b. services for which the Lessor agrees to be responsible;
 - c. all services up to the time of measurement or reading at the beginning of the tenancy; and

- d. all services after reading or measurement at the end of the tenancy providing the Tenant has not made any use of the service after the reading.
- 32. (1) The Lessor will pay for any physical installation of services (e.g. water, electricity, gas).
- 33. The Lessor will pay the annual supply charge associated with the supply of water or sewerage.
- 34. If the premises are a unit under the Unit Titles Act 2001, the Lessor is responsible for all owners corporation charges.

Tenant's use of the premises without interference

- 35. The Lessor guarantees that there is no legal impediment to the use of the premises for residential purposes by the Tenant.
- 36. The Lessor will not cause or permit any interference with the reasonable peace, comfort or privacy of the Tenant in the use by the Tenant of the premises.
- 37. Unless otherwise agreed in writing, the Tenant will have exclusive possession of the premises, as described in the agreement, from the date of commencement of the tenancy agreement provided for in the agreement. Lessor to provide premises in a reasonable state at the start of the tenancy
- 38. (1) The Lessor will provide the premises, including furniture, fittings and appliances (unless excluded in writing in the tenancy agreement):
 - a. fit for habitation;
 - b. in a reasonable state of repair;
 - c. in a reasonable state of cleanliness; and
 - d. in a reasonably secure condition.
- (2) The Lessor or the Tenant may change locks (at his or her own cost unless otherwise agreed) with the agreement of the other party (which will not be unreasonably withheld).
- (3) The Lessor or the Tenant may change locks (at his or her own cost) in an emergency without the agreement of the other party.
- (4) Where a lock is changed, a copy of the key to the changed lock will be provided to the other party as soon as possible.

Lessor to make repairs

- 39. (1) The Lessor will maintain the premises in a reasonable state of repair having regard to their condition at the commencement of the tenancy agreement.
- (2) The Tenant will notify the Lessor of any need for repairs.
- (3) This section does not require the Tenant to notify the Lessor about anything that an ordinary Tenant would reasonably be expected to do, for example, changing a light globe or a fuse.
- 40. The Lessor is not obliged to repair damage caused by the negligence or wilful act of the Tenant.
- 41. The Lessor will make repairs, other than urgent repairs, within four weeks of being notified of the need for the repairs (unless otherwise agreed).

Repairs in unit title premises

- 42. If the premises are a unit under the Unit Titles Act 2001, and the Tenant's use and enjoyment of the premises reasonably requires repairs to the common property, the Lessor will take all steps necessary to require the owners corporation to make the repairs as quickly as possible.

Urgent repairs

- 43. The Tenant will notify the Lessor (or the Lessor's nominee) of the need for urgent repairs as soon as practicable, and the Lessor will, carry out those repairs as soon as necessary, having regard to the nature of the problem.
- 44. The following are urgent repairs in respect of the premises, services or fixtures supplied by the Lessor:
 - a. a burst water service;
 - b. a blocked or broken lavatory system;
 - c. a serious roof leak;

- d. a gas leak;
 - e. a dangerous electrical fault;
 - f. flooding or serious flood damage;
 - g. serious storm or fire damage;
 - h. a failure of gas, electricity or water supply to the premises;
 - i. the failure of a refrigerator supplied with the premises;
 - j. a failure or breakdown of any service on the premises essential for hot water, cooking, heating or laundering;
 - k. a fault or damage that causes the residential premises to be unsafe or insecure;
1. a fault or damage likely to cause injury to person or property; and
- 1. a serious fault in any door, staircase, lift or other common area which inhibits or unduly inconveniences the Tenant in gaining access to and use of the premises. Tenant may authorise urgent repairs in certain circumstances
45. If the Lessor (or the Lessor's nominee) cannot be contacted, or fails to effect the urgent repairs within a reasonable time, the Tenant may arrange for urgent repairs to be effected to a maximum value of up to 5% of the rent of the property over a year.
46. The following procedures apply to urgent repairs arranged by the Tenant:
- a. the repairs arranged by the Tenant will be made by the qualified tradesperson nominated by the Lessor in the tenancy agreement;
 - b. if the Lessor has not nominated a tradesperson, or the nominated tradesperson cannot be contacted or is otherwise unavailable, the repairs will be performed by a qualified tradesperson of the Tenant's choosing;
 - c. where the repairs are arranged by the Tenant in accordance with these procedures- -the Lessor is liable for the cost of repairs and the tradesperson may bill the Lessor direct; and
 - d. where the Tenant does not act in strict compliance with this clause the Tenant is personally liable for the cost of any urgent repairs arranged by the Tenant. The Tenant will take reasonable care of the premises and keep the premises reasonably clean
47. During the tenancy, the Tenant will-
- a. not intentionally or negligently damage the premises or permit such damage;
 - b. notify the Lessor of any damage as soon as possible; and
 - c. take reasonable care of the premises and their contents, and keep them reasonably clean, having regard to their condition at the time of the commencement of the tenancy and the normal incidents of living.
48. The Tenant will leave the premises -
- a. in substantially the same state of cleanliness, removing all the Tenant's belongings and any other goods brought onto the premises during the duration of the tenancy agreement; and
 - b. in substantially the same condition as the premises were in at the commencement of the tenancy agreement, fair wear and tear excepted.
49. The Lessor will not require the Tenant to make alterations, improvements or renovations to the premises.

Tenant of unit to observe articles

50. If the premises are a unit under the *Unit Titles Act 2001*, the Tenant will comply with the owners corporation rules, and with any notice served in accordance with the rules, to the extent that they are not inconsistent with the prescribed terms in this agreement. Tenant will make no alterations and will not add any fixtures or fittings without the consent of Lessor
51. The Tenant will not make any additions or alterations to the premises without the written consent of the Lessor.
52. (1) The Tenant will not add any fixtures or fittings to the premises without the consent of the Lessor.
- (2) The Lessor's consent will not be unreasonably withheld.
- (3) The Tenant will make good any damage to the premises on removal of any fixtures and fittings.
- (4) Any fixtures or fittings not removed by the Tenant prior to the Tenant leaving the premises will become the property of the Lessor.

Tenant will not use the premises for illegal purposes and will not disturb the neighbours

53. Unless otherwise agreed in writing, the Tenant will only use the premises for residential purposes.
54. The Tenant will not:
- a. use the premises, or permit them to be used, for an illegal purpose to the detriment of the Lessor's interest in the premises;
 - b. cause or permit nuisance; or
 - c. interfere, or permit interference, with the quiet enjoyment of the occupiers of nearby premises.
55. The Tenant will not leave the premises vacant for more than three weeks without notifying the Lessor.

Tenant will not sell, dispose of, or sublet tenancy without consent of the Lessor

56. (1) The Tenant will not assign or sublet the premises or any part of them without the written consent of the Lessor.
- (2) Consent may be given at any time.
- (3) No rights in respect of the premises may be created in any third party prior to consent being obtained from the Lessor.

Tenant may be responsible for damage or other breach of tenancy agreement by visitors or guests

57. The Tenant is personally responsible for the actions or omissions of visitors, guests or other persons on the premises if:
- a. the action or omission would if performed by the Tenant have constituted a breach of this tenancy agreement; and
 - b. the person is on the premises with the permission of the Tenant.
58. The Tenant is not personally responsible for the actions or omissions of a person who is on the premises:
- a. at the request of the Lessor;
 - b. to assist the Lessor perform any of the duties of the Lessor under this tenancy agreement (whether at the request of the Lessor or the Tenant); or
 - c. without the consent of the Tenant.

Routine inspections

59. The Lessor may inspect the premises twice in each period of twelve months following the commencement of the tenancy.
60. In addition to the inspections provided for in the previous clause, the Lessor may make an inspection of the premises-
- a. within one month of the commencement of the tenancy; and
 - b. in the last month of the tenancy.
61. (1) The Lessor will give the Tenant one week written notice of an inspection.
- (2) The inspection will take place at a time agreed between the parties with reasonable regard to the work and other commitments both of the Tenant and of the Lessor (or their agents).
- (3) If the parties are unable to agree on an appropriate time, the Lessor or the Tenant may apply to the tribunal for an order permitting access at a specified time.

Access for purchasers and new Tenants

62. The Tenant will permit reasonable access to the premises during the period of three weeks preceding the end of the tenancy, on the Lessor giving 24 hours notice, in order to allow inspection of the premises by prospective Tenants.
63. The Tenant will permit reasonable access to the premises, on the Lessor giving 24 hours notice, in order to allow inspection of the premises by prospective purchasers of the premises provided:
- a. the Lessor intends to sell the premises; and
 - b. the Lessor has previously notified the Tenant in writing of his or her intention to sell.

Access for making or inspecting repairs

64. (1) On giving the Tenant one week notice (or such other agreed period), the Lessor may enter the premises at a reasonable time, having regard to the interests of the Tenant and the Lessor, for the purpose of making or inspecting repairs.
- (2) In the case of urgent repairs, the Lessor will give reasonable notice and enter the premises at a reasonable time having regard to the interests of the Tenant and the Lessor.

Notice to vacate by Lessor

65. The notice to vacate will be in writing, in the form required by the Residential Tenancies Act, and will include the following information:
- the address of the premises;
 - the ground(s) on which the notice is issued, together with sufficient particulars to identify the circumstances giving rise to the ground(s); and
 - that the Lessor requires the Tenant to vacate the premises by the expiry of the required notice period and that the tenancy shall end on the day that the Tenant vacates the premises.

Notice of intention to vacate by Tenant

66. (1) If the Tenant serves a notice of intention to vacate and vacates the premises in accordance with the notice, the tenancy terminates on the date of vacating the premises.
- (2) On receiving a notice of intention to vacate, the Lessor may
- accept the notice and accept that the tenancy shall end on the date nominated in the notice; or
 - apply to the tribunal for confirmation of the tenancy agreement, an order for compensation or both.
67. The notice of intention to vacate will be in the same form and contain the same information as the notice to vacate from the Lessor except the notice will contain the statement that the Tenant intends to vacate the premises on a certain date and the tenancy shall terminate on that date.

Termination where premises are not fit for habitation

68. The Lessor or the Tenant may, by written notice, terminate the tenancy on a date specified in the notice on the following grounds:
- the premises are not fit for habitation; or
 - the premises are not available or will not be available due to Government action within a period of four weeks of the date that notice is given.
69. (1) In either case the Lessor will give not less than one week's notice of termination of the tenancy, and the rent will abate from the date that the premises are uninhabitable.
- (2) The Tenant may give two days' notice of termination of the tenancy.
- (3) If neither the Lessor nor the Tenant give notice of termination of the tenancy, the rent will abate for the period that the premises are unable to be used for habitation, but the tenancy will resume when they are able to be used again.

Termination on or after end of fixed term

70. (1) The Tenant may give notice to terminate a periodic tenancy by giving the Lessor not less than three weeks notice of the date on which the Tenant intends to vacate the premises.
- (2) The tenancy will end on the date specified by the Tenant.

Termination for breach by Lessor

71. If the Lessor breaches the tenancy agreement, and the Tenant wishes to terminate the tenancy agreement, the Tenant may either-
- apply to the tribunal for an order terminating the tenancy; or
 - give the Lessor written notice of intention to terminate the tenancy, in accordance with clause 91.
72. If the Tenant decides to proceed by way of notice to the Lessor, the following procedures apply:
- the Tenant will give the Lessor a written notice that the Lessor has two weeks to remedy the breach if the breach is capable of remedy;
 - if the Lessor remedies the breach within that 14 day period- the tenancy will continue;

- c. if the Lessor does not remedy the breach within the time specified in the notice, or if the breach is not capable of remedy-the Tenant will give two weeks notice of intention to vacate;
- d. the tenancy agreement terminates on the date specified by the Tenant;
- e. rent is payable to the date specified in the notice or to the date that the Tenant vacates the premises, whichever is the later;
- f. if the Lessor remedies the breach during the period of the notice of intention to vacate, the Tenant, at the Tenant's option, may withdraw the notice or may terminate the tenancy agreement on the date specified in the notice by vacating the premises on that date.

Termination for failure to pay rent

73. The tribunal may order the termination of the tenancy and eviction of the Tenant on the ground of non-payment of rent in the following circumstances:
- a. rent has been unpaid for one week. The first day of this period concludes at midnight on the day on which the unpaid rent was due;
 - b. the Lessor has served a notice to remedy on the Tenant for the failure to pay the rent, being a notice-
 - i. served not earlier than one week after the day on which the rent was due; and
 - ii. containing a statement that if the Tenant pays the rent outstanding to the date of payment within seven days of the date of service of the notice to remedy, no further action will be taken and the tenancy will continue;
 - c. if all rent is not paid within one week of the date of service of the notice to remedy- the Lessor may then serve a notice to vacate on the Tenant requiring the Tenant to vacate the premises within two weeks of service of the notice to vacate;
 - d. no earlier than the date on which the notice to vacate is served, the Lessor may apply to the tribunal for an order terminating the tenancy and evicting the Tenant;
 - e. the tribunal hearing of the application to terminate and evict shall not be earlier than the expiration of the period specified in the notice to vacate;
 - f. during any tenancy in which the Lessor has previously issued two notices to remedy, the Lessor may serve a notice to vacate one week after the day on which the rent has fallen due without serving a notice to remedy.

Termination of tenancy for breach other than non-payment of rent

74. The tribunal may order the termination of the tenancy and eviction of the Tenant on the ground of breach of the tenancy agreement in the following circumstances:
- a. the Lessor must serve a notice in writing requiring the Tenant within two weeks after the day of service to remedy the breach if it is capable of remedy;
 - b. if the breach is not remedied within two weeks after the day of service or if the breach is not capable of remedy- the Lessor shall give a notice to vacate the premises within two weeks after the date of service of the notice to vacate;
 - c. if the Tenant does not vacate the premises within the period of two weeks after the date of service of a notice to vacate the Lessor may apply to the tribunal for an order terminating the tenancy and for the eviction of the Tenant;
 - d. if the Tenant breaches the terms of the tenancy on three occasions on any ground-on the third occasion the Lessor may serve a notice to vacate and need not give the Tenant two weeks to remedy the breach.

Termination of tenancy without cause

75. The Lessor may serve a notice to vacate during the term of a tenancy requiring the Tenant to vacate the premises at the expiration of the notice provided that-
- a. the notice is for 26 weeks; and
 - b. the notice does not require the Tenant to vacate the premises during a fixed term.
76. (1) Where a Tenant is required to vacate the premises in accordance with clause 94, the Tenant may vacate the premises at any time during the two weeks prior to the date specified in the notice to vacate provided the Tenant gives the Lessor four days' notice of intention to vacate.
- (2) In this case, the tenancy terminates on the date that the Tenant vacates the premises.

Termination of periodic tenancy

77. (1) If there is a periodic tenancy, the Lessor may serve on the Tenant a notice to vacate for the following periods on the following grounds:

- a. notice of four weeks if the Lessor genuinely intends to live in the premises;
- b. notice of four weeks if the Lessor genuinely believes the Lessor's immediate relative intends to live in the premises;
- c. notice of four weeks if the Lessor genuinely believes an interested person intends to live in the premises;
- d. notice of eight weeks if the Lessor genuinely intends to sell the premises;
- e. notice of twelve weeks if the Lessor genuinely intends to reconstruct, renovate or make major repairs to the premises which activities cannot reasonably be carried out with the Tenant living in the premises.

(2) In this clause:

- i. immediate relative means a son, daughter, son-in-law, daughter-in-law, mother, father, mother-in-law, father-in-law, brother, sister, brother-in-law or sister-in-law.
- ii. interested person for a Lessor, means a person who is not an immediate relative of the Lessor but who has a close family or a personal relationship with the Lessor and who has a reasonable expectation arising from that relationship that the Lessor would provide accommodation for that person.

78. (1) Where a Tenant is required to vacate the premises in accordance with clause 96, the Tenant may vacate the premises at any time during the two weeks prior to the date specified in the notice to vacate provided the Tenant gives the Lessor four days' notice of intention to vacate.

(2) In this case, the tenancy terminates on the date that the Tenant vacates the premises.

Notices of address for service

79. (1) At the commencement of the tenancy, the Lessor and the Tenant will each give an address for service of notices.

(2) If such address changes during the tenancy, the Lessor or Tenant will advise the other party of the new address for service within two weeks of the change.

80. On vacating the premises, the Tenant will advise the Lessor of a forwarding address.

Signatures to the Agreement

This agreement is made on the _____ day of _____

Lessor's signature:

Witness (to Lessor's signature):

Lisa Liu-Thorold

Tenant's signature:

Witness (to Tenant's signature):

