



**Student
Housing**
AUSTRALIA



RESIDENTIAL TENANCY AGREEMENT

BETWEEN

Chile Tzu Chiang
AS RENTAL PROVIDER/S

And

S M Ragib Rezwan
AS RENTER/S

FOR

Unit 310 / 2 Eastern Pl, Hawthorn East VIC 3123

RENTED PREMISES

w. sha.com.au e. info@sha.com.au

Residential Tenancies Act 1997 – Section 26(1)

Residential Tenancies Regulations 2021 – Regulation 10(1)

Part A – Basic terms

This agreement is between the residential rental provider (rental provider) and the renter/s listed on this form

1. Date of agreement

This is the date the Agreement is signed **16-Dec-22**

If the agreement is signed by parties on different days, the date of the agreement is the last date the last person signs the agreement.

2. Premises let by the rental provider

Address of premise **Unit 310 / 2 Eastern Pl, Hawthorn East VIC 3123**

3. Rental provider details

Full names(s) or Company name **Chile Tzu Chiang**
ACN (if applicable)

Rental provider's agent details

Full names(s) or Company name **Student Housing Australia Pty Ltd (ACN 104 888 244)**

Offices	City Office	Caulfield / Suburban Office
Address	575 Elizabeth Street Melbourne VIC 3000	Level 1, 943 Dandenong Road Malvern East Vic 3145
Phone Number	03 9373 6800	03 9572 8333
Email Address	Info@sha.com.au	

The rental provider must notify the renter within 7 days if any of this information changes

4. Renter details

Full names of renter	S M Ragib Rezwan
Current address	Unit 310 / 2 Eastern Pl, Hawthorn East VIC 3123
Phone number	0410 343 761
Email Address	103172423@student.swin.edu.au

5. Length of the agreement – fixed term agreement

Start date **17/02/2023**
End date **15/02/2024**

If the agreement is signed by parties on different days, the date of the agreement is the last date the last person signs the agreement.

6. Rent

Rent amount (\$)	\$847.00 to be paid per Calendar Month in advance
The Rental will increase to	\$999.00 PER CALENDAR MONTH and will be effective from 12/07/2023 <i>If the rent decrease date does not fall on the same date as your due date, there will be an adjusted amount due for this one month, thereafter the monthly rental will be at the new amount)</i>
Day rent is to be paid is	12 day of each month
Date first rent payment was paid	12/07/2022

7. Bond

- The renter has been asked to pay the bond specified below
- The maximum bond is 1 months' rent (unless the rent is more than \$900 per week). In some cases, the rental provider may ask the Victorian Civil and Administrative Tribunal (VCAT) to increase this limit.
- The rental provider or their agent must lodge the bond with the Residential Tenancies Bond Authority (RTBA) within 10 business days after receiving payment. The RTBA will send the renter a receipt for the bond.
- If the renter does not receive a receipt within 15 business days of paying the bond, they can email the RTBA at rtba@justice.vic.gov.au, or call the RTBA at 1300 13 71 64.

The renter has paid a bond of **\$847.00** is currently held by the RTBA

Part B – Standard terms

8. Rental provider's preferred method of rent payment

- The rental provider must permit a fee-free method (other than the renter's own bank fees) payment and must allow the renter to use Centrepay or another form of electronic funds transfer
- The renter is entitled to receive a receipt from the rental provider confirming payment of rent.

(Rental provider to tick available methods of rent payment)

<input checked="" type="checkbox"/>	Direct debit	99 cent cost per transaction
<input checked="" type="checkbox"/>	Cash	No cost
<input checked="" type="checkbox"/>	Bpay	No cost

Payment Details Rent must be paid on or before the due date each month**9. Service of notices and other documents by electronic methods**

- Electronic service of documents must be in accordance with the requirements of the Electronic Transactions (Victoria) Act 2000.
- Just because someone responds to an email or other electronic communications, does not mean they have consented to the service of notices and other documents by electronic methods.
- The renter and rental provider must notify the other party in writing if they no longer wish to receive notices or other documents by electronic methods.
- The renter and the rental provider must immediately notify the other party in writing if their contact details change.

9.1 Does the rental provider agree to the service of notices and other documents by electronic methods, such as email?

The rental provider must complete this section before giving the agreement to the renter

(Rental provider to tick as appropriate)

No
☒ **Yes** Email Address Info@sha.com.au

9.2 Does the renter agree to the service of notices and other documents by electronic methods, such as email?

(Renter to tick as appropriate)

No
☒ **Yes** Full names of renter **S M Ragib Rezwan**
 Phone number **0410 343 761** Email Address **103172423@student.swin.edu.au**

10. Urgent Repairs

- The rental provider must ensure that the rental property is provided and maintained in good repair.
- If there is a need for an urgent repair, the renter should notify the rental provider in writing.
- For further information on seeking repairs, see Part D below.

Details of person the renter should contact for an urgent repair (rental provider to insert details)

Emergency contact name **Student Housing Australia**
 Emergency phone number **1300 742 000 - 24 hours a day 7 days a week**
 Emergency email address **Info@sha.com.au**

11. Professional cleaning

The rental provider must not require the renter to arrange professional cleaning or cleaning to a professional standard at the end of the tenancy, unless:

- Professional cleaning or cleaning to a professional standard was carried out to the rented premises immediately before the start of the tenancy and the renter was advised that professional cleaning or cleaning to a professional standard had been carried out to those premises immediately before the start of the tenancy; or
- Professional cleaning or cleaning to a professional standard is required to restore the rented premises to the same condition they were in immediately before the start of the tenancy, having regard to the condition report and taking into account fair wear and tear.

The renter must have all or part of the rented premises professionally cleaned or pay the cost of having all or part of the rented premises professionally cleaned, if professional cleaning becomes required to restore the premises to the condition they were in immediately before the start of the tenancy, having regard to the condition report and taking into account fair wear and tear.

12. Owners corporation (formerly body corporate)

Do owner corporation rules apply to the premise? (Rental providers to tick as appropriate)

<input type="checkbox"/>
<input checked="" type="checkbox"/>

No

Yes

Owner's corporation rules are attached at the back of this document

13. Condition report

The renter must be given two copies of the condition report (or one emailed copy) on or before the date the renter moves into the rented premises. (Rental provider to tick as appropriate)

The Condition report has been provided

<input checked="" type="checkbox"/>

The Condition report has been provided to the renter on or before the date of the Inaugural agreement started**Part C – Safety-related activities****14. Electrical safety activities**

- The rental provider must ensure an electrical safety check is conducted every two years by a licensed or registered electrician of all electrical installations, appliances and fittings provided by a rental provider in the rented premises, and must provide the renter with the date of the most recent safety check, in writing, on request of the renter.
- If an electrical safety check of the rented premises has not been conducted within the last two years at the time the renter occupies the premises, the rental provider must arrange an electrical safety check as soon as practicable.

15. Gas safety activities

This safety-related activity only applies if the rented premises contains any appliances, fixtures or fittings which use or supply gas.

- The rental provider must ensure a gas safety check is conducted every two years by a licensed or registered gasfitter of all gas installations and fittings in the rented premises and must provide the renter with the date of the most recent safety check, in writing, on request of the renter.
- If a gas safety check has not been conducted within the last two years at the time the renter occupies the premises, the rental provider must arrange a gas safety check as soon as practicable.

16. Smoke alarm safety activities

- The rental provider must ensure that:
 - any smoke alarm is correctly installed and in working condition; and
 - any smoke alarm is tested according to the manufacturer instructions at least once every 12 months; and
 - the batteries in each smoke alarm are replaced as required.
- The rental provider must immediately arrange for a smoke alarm to be repaired or replaced as an urgent repair if they are notified by the renter that it is not in working order.

Note: Repair or replacement of a hard-wired smoke alarm must be undertaken by a suitably qualified person.
- The rental provider, on or before the commencement of the agreement, must provide the renter with the following information in writing:
 - Information on how each smoke alarm in the rented premises operates; and
 - Information on how to test each smoke alarm in the rented premises; and
 - Information on the renter's obligations to not tamper with any smoke alarms and to report if a smoke alarm in the rented premises is not in working order.
- The renter must give written notice to the rental provider as soon as practicable after becoming aware that a smoke alarm in the rented premises is not in working order.

Note: Regulations made under the **Building Act 1993** require smoke alarms to be installed in all residential buildings.

17. Swimming pool barrier safety activities

These safety-related activities only apply if the rented premises contains a swimming pool.

- The rental provider must ensure that the pool barrier is maintained in good repair.
- The renter must give written notice to the rental provider as soon as practicable after becoming aware that the swimming pool barrier is not in working order.
- The rental provider must arrange for a swimming pool barrier to be immediately repaired or replaced as an urgent repair if they are notified by the renter that it is not in working order.
- The rental provider must provide the renter with a copy of the most recent certificate of swimming pool barrier compliance issued under the **Building Act 1993** on the request of the renter.

18. Relocatable swimming pool safety activities

These safety-related activities only apply if a relocatable swimming pool is erected, or is intended to be erected, at the rented premises.

- (a) The renter must not put up a relocatable swimming pool without giving written notice to the rental provider before erecting the pool.
- (b) The renter must obtain any necessary approvals before erecting a relocatable swimming pool.

Note: Regulations made under **Building Act 1993** apply to any person erecting a relocatable swimming pool. This safety-related activity only applies to swimming pools or spas that can hold water deeper than 300 mm.

19. Bushfire prone area activities

This safety-related activity only applies if the rented premises is in a bushfire prone area and is required to have a water tank for bushfire safety.

- (a) If the rented premises is in a designated bushfire-prone area under section 192A of the **Building Act 1993** and a water tank is required for firefighting purposes, the rental provider must ensure the water tank and any connected infrastructure is maintained in good repair as required.
- (b) The water tank must be full and clean at the commencement of the agreement.

Part D – Rights and obligations

This is a summary of selected rights and obligations of renters and rental providers under the *Residential Tenancies Act 1997* (the Act). Any reference to VCAT refers to the Victorian Civil and Administrative Tribunal.

For more information, visit www.consumer.vic.gov.au/renting.

Use of the premise

The renter:

- is entitled to quiet enjoyment of the premises. The rental provider may only enter the premises in accordance with the Act.
- must not use the premises for illegal purposes.
- must not cause a nuisance or interfere with the reasonable peace, comfort or privacy of neighbours.
- must avoid damaging the premises and common areas. Common areas include hallways, driveways, gardens and stairwells. Where damage occurs, the renter must notify the rental provider in writing.
- must keep the premises reasonably clean.

Condition of the premises

The rental provider:

- must ensure that the premises comply with the rental minimum standards, and is vacant and reasonably clean when the renter moves in.
- must maintain the premises in good repair and in a fit condition for occupation.
- agrees to do all the safety-related maintenance and repair activities set out in Part C of the agreement.

The renter:

- must follow all safety-related activities set out in Part C of the agreement and not remove, deactivate or interfere with safety devices on the premises.

Modifications

The renter:

- may make some modifications without seeking consent. These modifications are listed on the Consumer Affairs website.
- must seek the rental provider's consent before installing any other fixtures or additions.
- may apply to VCAT if they believe that the rental provider has

Locks

- The rental provider must ensure the premises:
 - has locks to secure all windows capable of having a lock, and
 - has deadlocks (a deadlock is a deadlatch with at least one cylinder) for external doors that are able to be secured with a functioning deadlock, and
 - meets the rental minimum standards for locks and window locks.
- External doors which are not able to be secured with a functioning deadlock must at least be fitted with a locking device that:
 - is operated by a key from the outside; and
 - may be unlocked from the inside with or without a key.
- The renter must obtain consent from the rental provider to change a lock in the master key system.
- The rental provider must not unreasonably refuse consent for a renter seeking to change a lock in the master key system.
- The rental provider must not give a key to a person excluded from the premises under a:
 - family violence intervention order; or
 - family violence safety notice; or
 - recognised non-local DVO; or
 - personal safety intervention order.

Repairs

- Only a suitably qualified person must do repairs – both urgent and non-urgent.

Urgent repairs

Section 3(1) of the Act defines *urgent repairs*. Refer to the Consumer Affairs Victoria website for the full list of urgent repairs and for more information, visit www.consumer.vic.gov.au/urgentrepairs.

Urgent repairs include failure or breakdown of any essential service or appliance provided for hot water, cooking, heating or laundering supplied by the rental provider.

The rental provider must carry out urgent repairs after being notified.

A renter may arrange for urgent repairs to be done if they have taken reasonable steps to arrange for the rental provider to immediately do the repairs and the rental provider has not carried out the repairs.

If the renter has arranged for urgent repairs, the renter may be reimbursed directly by the rental provider for the reasonable cost of repairs up to \$2,500.

The renter may apply to VCAT for an order requiring the rental provider to carry out urgent repairs if:

- the renter cannot meet the cost of the repairs; or
- the cost of repairs is more than \$2,500; or

unreasonably refused consent for a modification mentioned in the Act.

- at the end of the agreement, must restore the premises to the condition it was in before they moved in (excluding fair wear and tear). This includes removing all modifications, unless the parties agree they do not need to be removed.

The rental provider:

- must not unreasonably refuse consent for certain modifications.
- A list of the modifications that the rental provider cannot unreasonably refuse consent for is available on the Consumer Affairs Victoria website at www.consumer.vic.gov.au/renting.

Repairs - continue

Non-urgent repairs

- The renter must notify the rental provider, in writing, as soon as practicable of:
 - damage to the premises.
 - breakdown of facilities, fixtures, furniture or equipment supplied by the rental provider.
- The rental provider must carry out non-urgent repairs in reasonable time.
- The renter can apply to VCAT for an order requiring the rental provider to do the repairs if the rental provider has not carried out the repairs within **14 days** of receiving notice of the need for repair

Assignment or sub-letting

The renter:

must not assign (transfer to another person) or sub-let the whole or any part of the premises without the written consent of the rental provider.

- The rental provider may give the renter notice to vacate if the renter assigns or sublets the premises without consent.

The rental provider:

- cannot unreasonably withhold consent to assign or sub-let the premises.
- must not demand or receive a fee or payment for consent, other than reasonable expenses incurred by the assignment.

Rent

- The rental provider must give the renter at least 60 days' written notice of a proposed rent increase.
- Rent cannot be increased more than once every 12 months.

- the rental provider refuses to pay the cost of repairs if it is carried out by the renter.

Access and entry

- The rental provider may enter the premises:
 - at any time, if the renter has agreed within the last 7 days.
 - to do an inspection but not more than once every 6 months.
 - to comply with the rental provider's duties under the Act.
 - to show the premises or conduct an open inspection to sell, rent or value the premises.
 - to take images or video for advertising a property that is for sale or rent.
 - if they believe the renter has failed to follow their duties under the Act.
 - to do a pre-termination inspection where the renter has applied to have the agreement terminated because of family violence or personal violence.
- The renter must allow entry to the premises where the rental provider has followed proper procedure.
- The renter is entitled to a set amount of compensation for each sales inspection.

Pets

- The rental provider must not unreasonably refuse a request to keep a pet

- If the rental provider or agent does not provide a receipt for rent, the renter may request a receipt.
- The rental provider must not increase the rent under a fixed term agreement unless the agreement provides for an increase.

Part E – Additional terms

21. Further details (if any)

List any additional terms to this agreement. The terms listed must not exclude, restrict or modify any of the rights and duties included in the Act.

Additional terms must also comply with the Australian Consumer Law (Victoria). For example, they cannot be unfair terms, which will have no effect. Contact Consumer Affairs Victoria on 1300 55 81 81 for further information or visit [unfair contract terms](#) at the Consumer Affairs Victoria website.

21.1. Meanings in these additional terms

- In these additional terms “I”, “me”, or “my”, are used to describe the rental provider and “you” or “your”, the renter. The descriptions apply even if there is more than one rental provider or renter.
- *Important advice about “writing”. In these additional terms the word “writing” means all ways of representing or reproducing words, figures, or symbols in a visible form, unless a form prescribed by the Residential Tenancies Act or Regulations or some other legislation must be used. These are examples of “writing”: an SMS message, an email, a facsimile and a letter.
- Before you use an electronic means to send a message or document to me check clause 9.1** to see if I have consented to the electronic service of notices or other documents. If I have, check if I have provided another email address to the one in clause 9.1 or if I have withdrawn my consent. If you can give me a notice or other document by electronic service also check to see if you need to use email instead of an SMS message. If I have not given, or have withdrawn, my consent to receive notices or other documents by electronic means, you will need to use the post or delivery by hand to serve me with notices or other documents.

21.2. Other use of the rented premises

- You must use the premises primarily as your home. If you also want to use them for some ancillary purpose – for example, as an office for your business, as a rooming house, for short term accommodation, or to provide services to clients visiting the premises, you must ask me in *writing for permission beforehand. Before I decide I may ask you to provide reasonable information about the proposed use, including any proposed alterations to the premises, and if I give my permission, I may ask you to comply with reasonable conditions. Before the rental agreement ends you must also comply with section 64(2) of the Residential Tenancies Act. You cannot use an SMS message to ask me for my permission.
- Use of the rental premises primarily as a home does not include:
 - the storage of flammable liquids or gases apart from in small quantities for normal domestic use,
 - the service or repair of a vehicle or boat of any description except for routine minor maintenance,
 - disposal on the premises, including the land, of any liquid fuels, oils, tyres, paints, or other polluting substances.

21.3. Storage and removal of waste and rubbish

- You must store rubbish and waste in appropriate containers with close fitting lids.
- If a place or places are provided for rubbish and waste containers you will keep them there.
- You will have rubbish and waste removed regularly in accordance with the municipality’s rubbish and waste removal timetables.
- The only waste containers the Rental Tenancies Regulations require me to provide are a rubbish bin and a recycling bin which are provided by the local council, or which are vermin proof and compatible with local council collection.

21.4. My insurance on the premises

- If I provide you with a copy of my insurance policy for the rented premises you will not do anything that may invalidate it or result in my insurance premium or excess being increased, unless you are entitled to do so by the Residential Tenancies Act 1997 or some other legislation.
- If it is found you are liable to compensate or reimburse me for damage to any part of the premises, and I recover part or all of the loss I have suffered by making a successful claim on my insurance, you will only be liable to reimburse me for that part of your liability which is not covered by the amount I recover from my insurance.
- My insurance policy does not cover your goods and personal belongings against theft, loss, or damage. If you wish to insure your goods and personal belongings against theft, loss, or damage it is your responsibility to do so.

21.5. Locks (see Part D – Locks) and alarms

- Key of a lock means a device or information normally used to operate the lock.
- Lock means a device for securing a door or window or other part of the premises.

- c. Master key system means a set of locks in which each lock or subset of locks has a unique key, and one single key or master key can operate all the locks in the set.
- d. You may change locks at the rented premises but only if you install replacement locks that will not be capable of being operated by the keys already provided and will instead be operated by new keys. Any change of locks must not breach the minimum standards for locks contained in the Residential Tenancies Act and Regulations.
- e. If the lock is keyed alike with other locks in the premises and you make a change to the keying of any of those locks, you must change all the keyed alike locks so that they can continue to be operated by one key.
- f. If you change the locks, you must purchase the same number of keys as were supplied to you at the commencement of the tenancy and supply them to me or my managing agent at the end of the tenancy. In addition, you must give to me or my managing agent duplicates of the new key/s as soon as practicable and preferable within one business day of changing the locks.
- g. You may change the code of an alarm at the rented premises.
- h. If you change the code or install an alarm system you must tell me or my managing agent in *writing of the code as soon as practicable and preferable within one business day of the change or installation. You cannot use an SMS message to tell me of the new code.

21.6. Defects (see Part D Repairs)

- a. When you become aware of a defect at the rented premises that may injure someone or cause damage you must, in addition to telling me or my managing agent as soon as possible, take reasonable action to avoid risk of injury to yourself or anybody else and to prevent further damage.

21.7. Light globes, fluorescent tubes, and LED lights

- a. At the commencement of the rental agreement light globes, fluorescent tubes and LED lights will be in working order. If on taking possession of the rental premises you find this to not be the case, you must notify me or my managing agent as soon as possible so that the problem may be rectified at my expense.
- b. During the rental agreement you must replace any light globes, fluorescent tubes, starters, and LED lights that cease to function, unless it has ceased to function due to actions taken by me, my managing agent, or my contractor. The requirement for you to replace LED lights does not extend to instances where the light fitting needs to be replaced, because as with other faulty light fittings, their replacement is my responsibility.
- c. If for whatever reason you cannot personally fulfil your obligations, you may at your expense engage a suitable contractor to complete the tasks.

21.8. Sewers and septic systems

- a. Things that may cause a blockage must not be placed into the sewerage or septic system, in addition to the toilet/s this includes drainage from the kitchen, laundry and bathroom/s. These are examples of things that may cause a blockage: cotton waste, disposable nappies, excessive amounts of toilet paper, paper towel, tampons, sanitary pads, continence pads, wipes, cooking fats and oils, and food waste. This is not a complete list and has been provided as a guide only.
- b. When you become aware of a blockage or defect in the sewerage or septic system you must tell me or my managing agent as soon as possible, preferably within 24 hours, even if you, or anyone you have allowed to come on to the rented premises, including me or my managing agent or my contractor, caused it.
- c. If you, or anyone you have allowed to come on to the rented premises negligently or intentionally causes a blockage or defect in the sewerage or septic system you must pay to me the reasonable expenses I incur in having it rectified. You do not have to do so if I, or my managing agent or my contractor caused the blockage or defect.

21.9. Gutters, downpipes, and stormwater drains

- a. As part of your obligation under the Residential Tenancies Act to keep the rented premises reasonably clean you must, unless otherwise agreed in writing, keep the gutters, downpipes and stormwater drains free of debris and other matter to the extent that their proper functioning is not impeded. If for whatever reason you cannot personally fulfil this obligation you may at your expense engage a suitable contractor to complete the tasks.
- b. If the proper functioning of the gutters, downpipes or stormwater drains is impeded due to a fault or need for repair, you must notify me or my managing agent as soon as possible. If the need for repair or replacement is the result of you, other occupants of the rented premises or your visitors intentionally or negligently causing damage to the rented premises or common areas I will arrange for the necessary repair or replacement, however you will be required to reimburse me for the expense.

21.10. Gardens and land

- a. If under this rental agreement you are provided with, in addition to the built structures, gardens or land as part of the premises, you must unless otherwise agreed in writing, maintain them in a reasonably clean condition and free from damage apart from fair wear and tear.
- b. These are examples of things you may need to do to care for the garden and land: mow grass; water subject to water restrictions, as and when required; remove weeds; rake up and remove lawn cuttings and fallen flowers and leaves; maintain trees, shrubs flowers and other plants; and as far as reasonably possible keep the garden free of pests and vermin. In bushfire prone areas you must take reasonable action to minimise the fuel load on the land during the fire season. This is not a complete list of things you may need to do. I have provided the examples as a guide only. If for whatever reason you cannot personally fulfil this obligation you may at your expense engage a suitable contractor to complete the tasks.

- c. You must make a request in *writing for my permission if you wish to remove any plants apart from weeds, or if you wish to change the layout of garden beds, grassed areas, paved areas and so on. The request must not be made by SMS message.
- d. You must make a request in *writing for my permission if you wish to plant any trees, shrubs, or vines, apart from those that form part of a vegetable or herb garden. The request must not be made by SMS message.
- e. You must not dispose of any polluting or toxic substance on the land.

21.11. Mould

- a. You should take all reasonable steps to prevent the development of mould (fungi) in the rented premises. These steps include but are not limited to; ventilating the premises by use of exhaust fans and openable windows provided, particularly if you need to dry washing inside the premises; using an appropriate household cleaner to regularly clean surfaces on which condensation forms; and preventing window furnishings, furniture and clothes being in contact with surfaces on which condensation forms.
- b. If you see signs of mould in the premises you must notify me or my managing agent as soon as possible.
- c. If the mould has developed due to a fault, such as a leak in the premises, or is related to the building structure I will arrange for it to be rectified and the mould treated. In the meantime, you should take all reasonable steps to avoid exposure to the mould.

21.12. You cannot use your bond to pay rent

- a. You acknowledge the Residential Tenancies Act 1997 provides you may not refuse to pay rent for the premises on the ground you intend to regard the bond as rent paid and it allows VCAT to impose a penalty if satisfied a breach of the bond requirements has occurred.

21.13. 'To Let', 'Auction', 'For Sale' etc signs at the rented premises

- a. You will allow me, or my managing agent, to put up a sign on the rented premises during the final month of the rental agreement indicating the premises will be available for renting. The sign will be positioned so as not to interfere with your use of the rented premises.
- b. You will allow me or my estate agent to put up a sign on the premises at any time indicating that it is available to be purchased. The sign will be positioned so as not to interfere with your use of the rented premises.

21.14. Assigning, subletting, or abandoning the rented premises (see Part D – Assigning or subletting)

- a. If during your tenancy the people in occupation of my premises are to change, you must advise me, or my managing agent, as soon as possible, preferably within 24 hours, and ask me in *writing or ask my managing agent in *writing for written permission to assign your tenancy or sub-let my premises. Neither I or my managing agent will unreasonably withhold permission to your request to assign or sub-let. You cannot use an SMS message to ask me or my managing agent for permission.
- b. If the rental agreement is assigned to a new renter or combination of renters, even if some are continuing, I may require you to reimburse me for my reasonable expenses incurred due to the assignment. These expenses will be calculated according to the following formula. [Enter below if required]
- c. If you assign or sublet the rental premises without obtaining written permission beforehand and I terminate your rental agreement, or if you abandon the rental premises, I may ask you to reimburse me for expenses I incur in reletting. If I do this the expenses will be calculated according to the following formula [Enter below if required]
- d. My managing agent cannot require payment from you, however they can on my behalf require you to reimburse me for expenses I incur.

21.15. Leaving the premises at the end of the fixed term (see Part D - Locks)

- a. If you intend to leave the rental premises at the end of the fixed term on this agreement you need to tell me or my managing agent about your intention at least 28 days before the fixed term comes to an end, or 14 days before the fixed term comes to an end if you fall within one of the categories set out in section 91ZB of the Residential Tenancies Act 1997.
- b. You must tell me or my managing agent about your intention to leave in *writing by giving notice in a form which is not an SMS message.
- c. You must return all the keys and any key cards and remote controls to me or my managing agent when you leave the rented premises.
- d. You must continue to pay rent to me or my managing agent until the end of the fixed term; or to and including the day on which you return all the keys, key cards and remote controls to me or my managing agent if it is after the end of the fixed term. If, with your agreement, the premises are relet from a date before the end of fixed term and you return the keys etc before that date you will only be required to pay rent to and including the day before the new rental agreement commences.

21.16. Leaving the premises after the fixed term ends

- a. If you remain in occupation of the rental premises after the fixed term of this agreement ends and you do not enter into a new fixed term agreement with me, you must tell me or my managing agent of your intention to leave specifying a date not less than 28 days after the date you tell me or my managing agent, or 14 days if you fall within one of the categories set out in section 91ZB of the Residential Tenancies Act 1997.
- b. You must tell me, or my managing agent, about your intention to leave in *writing in a form that is not an SMS message.

21.17. Receipt of condition report /statement of rights and duties

- a. You acknowledge, before you took occupation of the rented premises, you received from me or my managing agent:
- two copies of a condition report signed by me or my managing agent, and
 - a written guide "Renting a home: a guide for renters" as authorised and published by the Victorian government setting out my rights and duties as a rental provider and your rights and duties as a renter. If you consented to receiving notices electronically this guide may be provided to you electronically.

21.18. Rental provider's signature

- a. I may authorise my managing agent to sign this rental agreement on my behalf. In the event you and I (or my managing agent acting on my behalf) have agreed that you will rent the rented premises on the terms set out in this document or we have conducted ourselves in such a way as to imply that this was the case, the terms of this rental agreement will be binding even if, through an oversight, a party has neglected to sign it. The Residential Tenancies Act 1997 provides the following definition of a residential rental agreement in section 5:
- "residential rental agreement means an agreement, whether or not in writing and whether express or implied, under which a person lets premises as a residence (but does not include an SDA residency agreement) and includes a fixed term residential rental agreement and a periodic residential rental agreement;"
- SDA means Specialist Disability Accommodation.

21.19. Modifications (see Part D - Modifications)

- a. If you make any modification that does not require my consent you must notify me that you intend to make that modification along with a description of the modification at least 48 hours before making the modification.
- b. If you intend to install non-permanent window film for insulation, reduced heat transfer or privacy or install security lights, alarm systems or security cameras, I may require you to engage a suitably qualified person to carry out the work.
- c. If you intend to replace curtains you must inform me of where and the manner in which you intend to store the original curtains.

22. Signatures

This agreement is made under the **Residential Tenancies Act 1997**.

Before signing you must read **Part D – Rights and obligations** in this form.

Rental provider

Signature of rental provider



Date

16-Dec-22

Renters

All renters listed must sign this residential rental agreement

Signature of renter

S M RAGIB REZWAN
S M RAGIB REZWAN (Dec 16, 2022 11:59 GMT+11)

Date

16-Dec-22

Signature of renter

Date

Signature of renter

Date

NOTE: EACH RENTER WHO IS A PARTY TO THE AGREEMENT MUST SIGN AND DATE HERE.

COMBINED RULES FOR AN OWNERS CORPORATION (incorporating the Model Rules and Additional Rules)

1. HEALTH, SAFETY AND SECURITY

1.1. Health, safety and security of lot owners, occupiers of lots and others

A lot owner or occupier must not use the lot, or permit it to be used, so as to cause a hazard to the health, safety and security of an owner, occupier, or user of another lot.

1.2. Storage of flammable liquids and other dangerous substances and materials

- (1) Except with the prior approval in writing of the owners corporation, an owner or occupier of a lot must not use or store on the lot or on the common property any flammable chemical, liquid or gas or other flammable material.
- (2) This rule does not apply to:
 - (a) chemicals, liquids, gases or other material used or intended to be used for domestic purposes; or
 - (b) any chemical, liquid, gas or other material in a fuel tank of a motor vehicle or internal combustion engine.

1.3. Waste disposal

- (1) An owner or occupier must ensure that the disposal of garbage, waste, or other material does not adversely affect the health, hygiene or comfort of the occupiers or users of other lots; and
- (2) An owner or occupier must ensure that all garbage and waste is only placed in the bins in the area provided and that the lids of the bins are securely closed.
- (3) Retail Lots will be responsible for the management and removal of their waste from the property at their own cost and will comply with 1.3 (1) & (2).

1.4. Grease Traps

Any Grease Trap which collects waste from a Retail Lot will be cleaned at regular intervals by the Owners Corporation and the cost recovered from the Lots using the Grease Trap.

2. COMMITTEES AND SUB-COMMITTEES

2.1 Functions, powers and reporting of committees and subcommittees

A committee may appoint members to a sub committee without reference to the owners corporation.

3. MANAGEMENT AND ADMINISTRATION

3.1 Metering of services and apportionment of costs of services

- (1) The owners corporation must not seek payment or reimbursement for a cost or charge from a lot owner or occupier that is more than the amount that the supplier would have charged the lot owner or occupier for the same goods or services.
- (2) If a supplier has issued an account to the owners corporation, the owners corporation cannot recover from the lot owner or occupier an amount which includes any amount that is able to be claimed as a concession or rebate by or on behalf of the lot owner or occupier from the relevant supplier.
- (3) Subrule (2) does not apply if the concession or rebate—
 - a) Must be claimed by the lot owner or occupier and the owners corporation has given the lot owner or occupier an opportunity to claim it and the lot owner or occupier has not done so by the payment date set by the relevant supplier; or
 - b) Is paid directly to the lot owner or occupier as a refund

4. USE OF COMMON PROPERTY

4.1 Use of common property

- (1) An owner or occupier of a lot must not obstruct the lawful use and enjoyment of the common property by any other person entitled to use the common property.
- (2) An owner or occupier of a lot must not, without the written approval of the owners corporation, use for the owner or occupier's own purposes as a garden any portion of the common property.
- (3) An approval under subrule (2) may state a period for which the approval is granted.
- (4) If the owners corporation has resolved that an animal is a danger or is causing a nuisance to the common property, it must give reasonable notice of this resolution to the owner or occupier who is keeping the animal.
- (5) An owner or occupier of a lot who is keeping an animal that is the subject of a notice under subrule (4) must remove that animal.
- (6) Subrules (4) and (5) do not apply to an animal that assists a person with an impairment or disability

4.2 Vehicles and parking on common property

An owner or occupier of a lot must not, unless in the case of an emergency, park or leave a motor vehicle or other vehicle or permit a motor vehicle or other vehicle—

- a) To be parked or left in parking spaces situated on common property and allocated for other lots; or
- b) On the common property so as to obstruct a driveway, pathway, entrance or exit to a lot; or
- c) In any place other than a parking area situated on common property specified for that purpose by the owners corporation.

4.3 Damage to common property

- (1) An owner or occupier of a lot must not damage or alter the common property without the prior written approval of the owners corporation.
- (2) An owner or occupier of a lot must not damage or alter a structure that forms part of the common property without the prior written approval of the owners corporation.
- (3) An approval under subrule (1) or (2) may state a period for which the approval is granted, and may specify the works and conditions to which the approval is subject.
- (4) An owner or person authorised by an owner may install a locking or safety device to protect the lot against intruders, or a screen or barrier to prevent entry of animals or insects, if the device, screen or barrier is soundly built and is consistent with the colour, style and materials of the building.
- (5) The owner or person referred to in subrule (4) must keep any device, screen or barrier installed in good order and repair.

5. LOTS

5.1 Change of use of lots

An owner or occupier of a lot must give written notification to the owners corporation if the owner or occupier changes the existing use of the lot in a way that will affect the insurance premiums for the owners corporation.

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.

5.2 External Appearance of lots

- (1) An owner or occupier of a lot must obtain the written approval of the owners corporation before making any changes to the external appearance of their lot.
- (2) An owners corporation cannot unreasonably withhold approval, but may give approval subject to reasonable conditions to protect quiet enjoyment of other lot owners, structural integrity or the value of other lots and/or common property.

5.3 Requiring notice to the owners corporation of renovations to lots

An owner or occupier of a lot must notify the owners corporation when undertaking any renovations or other works that may affect the common property and/or other lot owners' or occupiers' enjoyment of the common property.

6. BEHAVIOUR OF PERSONS

6.1 Behaviour of owners, occupiers and invitees on common property

An owner or occupier of a lot must take all reasonable steps to ensure that guests of the owner or occupier do not behave in a manner likely to unreasonably interfere with the peaceful enjoyment of any other person entitled to use the common property.

6.2 Noise and other nuisance control

- (1) An owner or occupier of a lot, or a guest of an owner or occupier, must not unreasonably create any noise likely to interfere with the peaceful enjoyment of any other person entitled to use the common property
- (2) Subrule (1) does not apply to the making of a noise if the owners corporation has given written permission for the noise to be made.

7. DISPUTE RESOLUTION

- (1) The grievance procedure set out in this rule applies to disputes involving a lot owner, manager, or an occupier or the owners corporation.
- (2) The party making the complaint must prepare a written statement in the approved form.
- (3) If there is a grievance committee of the owners corporation, it must be notified of the dispute by the complainant.
- (4) If there is no grievance committee, the owners corporation must be notified of any dispute by the complainant, regardless of whether the owners corporation is an immediate party to the dispute.
- (5) The parties to the dispute must meet and discuss the matter in dispute, along with either the grievance committee or the owners corporation, within 14 working days after the dispute comes to the attention of all the parties.
- (6) A party to the dispute may appoint a person to act or appear on his or her behalf at the meeting.
- (7) If the dispute is not resolved, the grievance committee or owners corporation must notify each party of his or her right to take further action under Part 10 of the **Owners Corporations Act 2006**. This process is separate from and does not limit any further action under Part 10 of the **Owners Corporations Act 2006**.

Notice of proposed rent increase to renter of rented premises

Residential Tenancies Act 1997 Section 44(1)

Residential Tenancies Regulations 2021 Regulation 21



The residential rental provider (rental provider) must use this form to notify the renter of a proposed rent increase.

Information for the renter

- The rental provider must give you at least 60 days' notice of any rent increase.
- A valid notice of proposed rent increase is required for all rent increases.
- The notice may only provide for one rent increase.
- The notice must include the method by which the rent increase was calculated. The rent increase cannot be over the amount calculated using this method.
- Rental providers must not increase the rent more than once every 12 months.
- Rental providers must not increase the rent during a fixed term residential rental agreement (agreement) unless the agreement provides for an increase.

Challenging a rent increase

- You may apply to the Director of Consumer Affairs Victoria to review the proposed increase if you think it is too high. This is free. You may apply by filling in the section below, 'Requesting an investigation of rent increase', and providing a copy to Consumer Affairs Victoria.
- An application must be made in writing within 30 days after the notice is given. The Director will investigate the increase and provide a report.
- You may also apply to the Victorian Civil and Administrative Tribunal (VCAT) for an order declaring the proposed rent amount to be excessive. This application must be made within 30 days after the notice of rent increase is given.
- You will need to pay the increased rent amount from the date provided on this notice unless VCAT decides otherwise.
- If you have not requested a report from the Director and 30 days have passed since you have received the notice, you can still apply directly to VCAT. You will need to satisfy VCAT that you have reasonable grounds to apply without first getting a report from Consumer Affairs Victoria.
- For further information, visit the renting section of the Consumer Affairs Victoria website at www.consumer.vic.gov.au/renting or call Consumer Affairs Victoria on **1300 55 81 81**.

1 Address of rented premises

Unit 310 / 2 Eastern Pl, Hawthorn East VIC 3123

2 Renter details

Full name of renter 1 S M Ragib Rezwan

Note: If there are more than four renters, include details on an extra page.

Renter's address for service (if different to address of rented premises above)

Postcode

Contact details

Business hours 0410 343 761

After hours 0410 343 761

Email address 103172423@student.swin.edu.au

3 Rental provider details

Full name of rental provider (this cannot be an agent's name)

Chile Tzu Chiang

Address of rental provider for serving documents (this can be an agent's address)

575 Elizabeth Street, Melbourne VIC

Postcode 3000

Contact details of rental provider or agent

Business hours

1300 742 000

After hours

1300 742 000

Email address

info@sha.com.au

4 Proposed rent increase

I intend to increase the rent as follows:

Current rent amount (\$)

\$847.00 Monthly

per ☐ week☐ fortnight☒ calendar month

New rent amount (\$)

\$999.00 Monthly

per ☐ week☐ fortnight☒ calendar month

Amount of rent increase (\$)

\$152.00

per ☐ week☐ fortnight☒ calendar month

Start date of increased rent

12/07/2023

5 Method used to calculate the rent increase

(For example 'Consumer Price Index' used to calculate rent increase)

Provide details of the process and calculation used to reach new rent amount.

Method used to calculate the rent increase

Current Market Value

6 Delivery of this notice

- The notice period begins when the renter is estimated to receive this notice.
- For information on postage times from different locations please refer to the Australia Post website (<https://auspost.com.au/parcels-mail/calculate-postage-delivery-times>)
- If sending by post, the rental provider must allow for the delivery time in calculating the increase date.
- If sending by registered post, the rental provider should keep evidence of the mail delivery method used to send this notice.

This notice was sent on: 16 December 2022**This notice has been delivered:**☐ personally - for example, by hand☐ by registered/ordinary post

Expected delivery time

(please see the Australia Post website)

Registered post tracking number (if applicable)

☒ by email (if consent has been provided by the renter)Email/postal address
renter 1

103172423@student.swin.edu.au

7 Signature of rental provider or agent

Signature



Name

Mark McDonald

Date

16 December 2022

Help or further information

For further information, visit the renting section – Consumer Affairs Victoria website at www.consumer.vic.gov.au/renting or call Consumer Affairs Victoria on **1300 55 81 81**.

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 مكالمات 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 aramalarını ve size bir Danışma Memuru ile görüşmelerini 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 xirii 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 Ako vam je teško da razumete engleski, nazovite Službu prevodilaца 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 በእንግሊዝኛ ቋንቋ ለመረዳት ችግር ካለብዎ የአስተርጓሚ አገልግሎትን (TIS) በስልክ ቁጥር 131 450 (በአካባቢ ስልክ ጥሪ ሂሳብ) በመደወል ለኪክቶሪያ ደንበኞች ጉዳይ ቢሮ በስልክ ቁጥር 1300 55 81 81 ደውሎ ከመረጃ አቅራቢ ሠራተኛ ጋር እንዲያገናኝዎት መጠየቅ።

Dari

اگر شما مشکل دانستن زبان انگلیسی دارید، با اداره خدمات ترجمانی تحریری و شفاهی (TIS) به شماره 131 450 به قیمت مخابره محلی تماس بگیرید و بخواهید که شما را به کارمند معلومات دفتر امور مهاجرین ویکتوریا به شماره 1300 55 81 81 ارتباط دهد.

Croatian Ako nerazumijete dovoljno engleski, nazovite Službu tumača i prevoditelja (TIS) na 131 450 (po cijeni mjesnog poziva) i zamolite da vas spoje s djelatnikom 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

For the renter

Requesting an investigation of rent increase (no cost)

If you want to request an investigation, it must be in writing.

You can apply for an investigation by completing the information below and posting a copy of this notice of rent increase to:

Director of Consumer Affairs Victoria,
GPO Box 123
Melbourne VIC 3001,

or

email to renting@justice.vic.gov.au

After your request has been received, a Residential Tenancies Inspector will contact you.

☐ Yes, I/we the **renter(s)** wish to apply for a rent increase investigation

I/We can be contacted on:

Daytime phone number

Privacy notification – Consumer Affairs Victoria collects and handles your personal information consistent with the requirements of the **Privacy and Data Protection Act 2014**. Without this information we may be unable to process this transaction. You are able to request access to the personal information that we hold about you, and to request that it be corrected by contacting Consumer Affairs on 1300 55 81 81, the Information and Privacy Unit on 8684 0178 or the Freedom of Information Unit on 8684 0063.