

Residential Tenancy Agreement

This agreement is made on the day of

Date:	/	/
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This agreement is between

OWNER

Name of OWNER:	
Passport number:	

and

TENANT

Name of TENANT:	
Passport number:	

Emergency contact

In case of an emergency, the Owner shall contact the specified person.

Name:	
Relationship:	
Mobile:	()
Email address:	

1. Premises

The premises include the rooms and common areas of the apartment being occupied by the Tenant and flatmate.

Address:	
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2. Rent

Room type		
Furnishing		
Rent amount (\$):		weekly
		monthly
Day rent payment due:	First day of each month	
Frequency of payment	Monthly	

The rent amount excludes utilities and wifi. Utilities include electricity, water, hot water and gas (usage plus GST and service charges) and wifi are shared equally between the Tenant and flatmate.

Rental rates may change after the completion of each tenancy.

Payment of rent

Account name:	
BSB:	
Account no.:	

3. Bond

Bond amount – 1 month (\$):	
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The Bond less any outstanding is refundable upon completion of each tenancy.

Owner may use the Bond to remedy Tenant's default in the payment of rent, repair damages to the Premises (except for ordinary wear and tear), remove any items left behind after the Tenant vacates, remove offensive or unfriendly odours left by the Tenant, remove boring artworks left by the Tenant, paint the walls and/or to commercially clean the room.

Owner shall refund Tenant the balance of the Bond after such deductions within 2 months after the expiration of the tenancy. If deductions have been made, Owner shall provide Tenant with an itemized account of each deduction, including the reason(s) for and the amount of each deduction. In the event the Tenant vacates the Premises before the expiry date of the tenancy or renewed tenancy, the Bond shall be forfeited. In the event

the Tenant moves out after the completion of the tenancy or renewed tenancy but without giving two months prior notice before the expiry of the tenancy or renewed tenancy, the Bond shall be refunded less number of days rental in lieu of the two-month notice period.

4. Tenancy

Fixed period	
The tenancy will commence on:	/ /
and ends on:	/ /

Renewal of tenancy is every year. Automatic renewal of tenancy if no two months of notice is given to terminate the tenancy upon completion of each tenancy.

5. Late payment and failure to pay

Rental shall be paid on the 1st day of each month. Utilities and wifi shall be settled immediately when the Owner receives the bills. Failure to pay rent, utilities and wifi for more than 14 days will result in an eviction. The Tenant is not allowed to use the Bond to pay for rent, utilities or wifi. Upon non-payment of rental, utilities and wifi, the Owner shall be allowed to re-enter Tenant's room and thereupon this agreement shall absolutely be terminated with forfeiture of the rental Bond whereupon neither party shall have any claim against the other.

6. Condition of the premises

The OWNER must:

- ensure that the Premises are maintained in good repair and suitable for occupancy.
- ensure that the Premises are in a reasonably clean condition on the day on which it is agreed.

The TENANT must:

- ensure that the Premises are clean, sanitary and maintain its condition during the period of agreement except for ordinary wear and tear.
- not undertake any room alterations including paint, damage, bore holes in the wall.
- give immediate notice to the Owner when damage to the rented Premises is made aware.

If the Premises is damaged or destroyed so it becomes uninhabitable, either the Owner or Tenant shall have the right to terminate this Agreement immediately through written notice to the other party within 14 days of the damage. But, if the damage is caused by the conduct or negligence of the Tenant, Tenant's guests or invitees, only the Owner shall have the right to terminate and the Tenant shall be responsible for all losses, including, but not limited to, the damage and repair costs as well as loss of rental.

7. Use of premises

- No illegal businesses, drugs and gambling.
- No smoking.
- No pets.
- Any nuisance or interference with the reasonable peace, comfort or privacy of the flatmate or any occupier of neighbouring Premises is not allowed.
- No handing over the keys and swipe card to third parties for security purposes.
- No addition, alteration, or re-keying any lock of the Premises.

8. Entry and Inspection

Tenant shall make the room available to the Owner or Owner's agents for the purposes of making repairs or improvements, supplying agreed services or showing the Premises to prospective buyers or tenants, or in case of emergency. Except in the case of emergency, Owner shall inform the Tenant at least one day prior notice for the permission to enter the Premises by way of verbal or electronic communication.

9. Insurance Disclaimer

Tenant assumes full responsibility for all personal property placed, stored or located in or about the Premises. Tenant's personal property is not insured by Owner or Owner. Owner or Owner shall not be responsible for any harm caused to the Tenant's property resulting from fire, theft, burglary, strikes, riots, orders or acts of public authorities, acts of nature or any other circumstance or event beyond the control of the Owner or Owner.

10. Hold Harmless

Tenant expressly releases Owner or Owner from any and all liabilities for any damages or injuries to the Tenant, guests, any other person, or to any property, occurring in or about the premise.

11. Sub-Letting

No portion of the premise shall be sub-let nor this Agreement assigned without the prior written consent of the Owner. Any attempt of subletting or assignment by the Tenant shall, at the election of Owner, be an irremediable breach of this Agreement and cause for immediate termination as provided here.

12. Conflict Resolution

The Tenant and flatmate will strive to develop a mutual cooperation among each other. Should disagreements arise, each shall try to resolve the dispute in good faith and clear communication. If disputes continue to arise thereafter, the Owner or Owner will decide on a reasonable dispute resolution.

13. Other Conditions

All keys and swipe card must be returned upon moving out. Any lost or delay in returning the keys and swipe card, a penalty of \$100 shall be imposed.

Normal wear and tear of all furniture, fittings and walls are acceptable. If damage is caused to the furniture, fittings or walls, the Bond less cost of repair shall be refunded.

The Tenant and flatmate must commercially clean the premises upon moving out. Commercially cleaning includes carpet vacuuming and steam cleaning by a third-party cleaning service organization. If the premise is left commercially uncleaned, a penalty of \$200 shall be imposed on both parties.

All trash from the Premises must be removed upon moving out. If any trash is not removed from the Premises, \$50 shall be charged.

Any breach of this Agreement by the Tenant will subject to eviction and the Bond shall be forfeited.

Declaration

1. The Tenant declares that all information provided on the Residential Tenancy Agreement is true and accurate.
2. The Tenant shall pay 1 month bond and 1 month rental upon confirmation of this tenancy.

Documents required

- o Scanned passport of Tenant.
- o Signed copy of this Agreement.
- o Proof of transfer of bond and first rent payment.

Signatures

Signature of TENANT:

Signature of OWNER: