

SAM ELLIS

&

KYLE PEYTON & SARA LABELLA

FOR

168/73 River Street Richmond, Victoria 3121

FORM 1**Residential Tenancies Act 1997**

(Section 26(1)) (Regulation 10(1))

RESIDENTIAL RENTAL AGREEMENT OF NO MORE THAN 5 YEARS

This agreement is between the residential rental provider (rental provider) and the Renter listed on this form.

PART A—GENERAL**1. Date of agreement**

This is the date the agreement is signed 09/03/2022

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

2. Premises let by the rental provider

Address of premises: 168/73 River Street Richmond, Victoria 3121

3. Rental provider's details

Full name or company name of rental provider: **Sam Ellis**

ABN:

Rental provider's agent's details

Full name: **HODGES SOUTH MELBOURNE**

(ACN: 103 841 416)

Address: 229 PARK STREET, SOUTH MELBOURNE 3205

T: (03) 9686 8860 F: (03) 9686 6408

Note: The rental provider must notify the Renter within 7 days if any of this information changes.

4. Renter's details:

Full name of Renter: **Kyle Peyton**

Current address: 1050 State Street #261 New Haven Ct, USA 06511

Full name of Renter: **Sara LaBella**

Current address: 1050 State Street #261 New Haven Ct, USA 06511

5. Length of the agreement:

Fixed term agreement

Start date: 08/04/2022

End date: 19/04/2023

Note: If a fixed term agreement ends and the Renter and rental provider do not enter into a new fixed term agreement, and the Renter continues to occupy the premises, a periodic (e.g. month by month) residential rental agreement will be formed.

6. Rent

Rent amount (\$)

\$2389.00 per calendar month

(First Month's Rent \$943.00 from 8th April to 19th April)

Payable on the **20th** of every MONTH IN ADVANCE

7. Bond

The Renter has been asked to pay the bond specified below.

Unless the rent is greater than \$900 (per week), the maximum bond is one month's rent. 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). The bond must be lodged 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 from when they paid the bond, they may:

- email the RTBA at rtba@justice.vic.gov.au; or
- call the RTBA on 1300 137 164.

Bond amount: **\$2389.00**

PART B—STANDARD TERMS

8. Rental provider's preferred methods of payment

Note: The rental provider must permit a fee-free (other than the Renter's own bank fees) payment method and must allow the Renter to use Centrepay or another form of electronic funds transfer.

Note: 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)

TO BE PAID AS ONE WHOLE PAYMENT SEPARATE PAYMENTS ARE NOT ACCEPTABLE)

RENTAL PAYMENTS TO BE MADE VIA BPAY

Billers Code: 73031 Ref: 1742 1000 0274 73

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 rental provider and Renter must notify the other party in writing if they no longer wish to receive notices or other documents by electronic methods.
- The rental provider and Renter 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.

acurnow@hodges.com.au

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

Yes

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

Plumbing Focus Plumbing 9471 2833

Locksmiths Ace Locksmiths 9534 0586

Electricity Brandon Electrics 9544 2162

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 professional 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

If the owners corporation rules apply to the premise the rental provider must attach a copy of the rules to this agreement and the Renter agrees to observe of the Owners Corporation Regulations.

13. Condition report

The Renter must be given 2 copies of the condition report (or one emailed copy) on or before the date the Renter moves into the rented premises. The condition report will be provided to the Renter on or before the date the agreement starts.

PART C—SAFETY-RELATED ACTIVITIES

14. Electrical safety checks

- (a) The rental provider must ensure an electrical safety check of all electrical installations, appliances and fittings provided by a rental provider in the rented premises is conducted every 2 years by a licensed or registered electrician and must provide the Renter with the date of the most recent safety check, in writing, on request of the Renter.
- (b) If an electrical safety check of the rented premises has not been conducted within the last 2 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.

- (a) The rental provider must ensure that a gas safety check of all gas installations and fittings in the rented premises is conducted every 2 years by a licensed or registered gasfitter and must provide the Renter with the date of the most recent safety check, in writing, on request of the Renter.
- (b) If a gas safety check has not been conducted within the last 2 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

- (a) The rental provider must ensure that:
 - (i) any smoke alarm is correctly installed and in working condition; and
 - (ii) any smoke alarm is tested according to the manufacturer's instructions at least once every 12 months; and
 - (iii) the batteries in each smoke alarm are replaced as required.
- (b) 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.
- (c) The rental provider, on or before the commencement of the agreement, must provide the Renter with the following information in writing:
 - (i) information about how each smoke alarm in the rented premises operates;
 - (ii) information about how to test each smoke alarm in the rented premises;
 - (iii) information about 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.
- (d) 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.

- (a) The rental provider must ensure that the swimming pool barrier is maintained in good repair.
- (b) 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.
- (c) 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.
- (d) 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, on the rented premises.

- (a) The Renter must not erect 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 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.

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.

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 Act.

Any reference to VCAT refers to the Victorian Civil and Administrative Tribunal.

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

20. Use of the premises

The Renter-

- is entitled to quiet enjoyment of the premises. The rental provider may only enter the premises in accordance with the Act; and
- must not use the premises for illegal purposes; and
- must not cause a nuisance or interfere with the reasonable peace, comfort or privacy of neighbours; and
- 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; and

- must keep the premises reasonably clean.

21. 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; and
- must maintain the premises in good repair and in a fit condition for occupation; and
- 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 otherwise interfere with the operation of prescribed safety devices on the premises.

22. Modifications

The Renter-

- may make some modifications without seeking the rental provider's consent. These modifications are listed on the Consumer Affairs Victoria website; and
- must seek the rental provider's consent before installing any other fixtures or additions; and
- may apply to VCAT if they believe that the rental provider has unreasonably refused consent for a modification mentioned in the Act; and
- 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 consumer.vic.gov.au/renting.

23. 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
- a family violence safety notice; or
- a recognised non-local DVO; or
- a personal safety intervention order.

24. Repairs

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

25. 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 [consumer.vic.gov.au/urgent repairs](http://consumer.vic.gov.au/urgent-repairs).

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 the Renter has 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 \$2500.

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

- (a) the Renter cannot meet the cost of the repairs; or
- (b) the cost of repairs is more than \$2500; or
- (c) the rental provider refuses to pay the cost of repairs if it is carried out by the Renter.

26. Non-urgent repairs

The Renter must notify the rental provider, in writing, as soon as practicable of-

- damage to the premises; and
- a breakdown of facilities, fixtures, furniture or equipment supplied by the rental provider.

The rental provider must carry out non-urgent repairs in a reasonable time.

The Renter may 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.

27. 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 sub-lets the premises without consent.

The rental provider-

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

28. Rent

The rental provider must give the Renter at least 60 days written notice of a proposed rent increase.

The rent cannot be increased more than once every 12 months.

The rental provider must not increase the rent under a fixed term agreement unless the agreement provides for an increase by specifying the amount of increase or the method of calculating the rent increase.

29. Access and entry

The rental provider may enter the premises-

- at any time, if the Renter has agreed within the last 7 days; and
- to do an inspection, but not more than once every 6 months; and
- to comply with the rental provider's duties under the Act; and
- to show the premises or conduct an open inspection to sell, rent or value the premises; and
- to take images or video for advertising a property that is for sale or rent; and
- if they believe the Renter has failed to follow their duties under the Act; and
- 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.

30. Pets

The Renter must seek consent from the rental provider before keeping a pet on the premises.

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

PART E—ADDITIONAL TERMS

31. Additional terms (if any)

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). Contact Consumer Affairs Victoria on 1300 558 181 for further information or visit consumer.vic.gov.au/products-and-services/business-practices/contracts/unfair-contract-terms.

- A written 28 days notice of intention to vacate is required, should the Renter wish to vacate the premises on or after the expiration of this Agreement.
- The Renter acknowledges that the Renter's possessions will not be covered by the Rental Provider's insurance.
- The Renter shall pay all charges in respect to all utilities including telephone and internet connections and disconnections, where these services are separately metered (other than the cost of the initial establishment of such services).
- The Renter agrees to observe and be bound by the rules of the Owners Corporation Regulations. (if applicable).
- The Agent will conduct routine inspections in accordance with the provisions of The Act. Digital photographs/video of the property may be taken to provide the owner with a visual record of the property as required.
- The Renter must report any safety related appliance that is not in working order immediately to the Agent and must not tamper with these appliances.

- g. The Renter agrees that they are prohibited to lease/rent the whole or any part of the premises for any short stay accommodation purposes. The entire premises has been leased for the exclusive residential possession of the Renter/s named in this Agreement, and as such, no part of the rented premises may be leased to, or occupied by, any other person/s without the Residential Rental Provider's written permission. Renters are strictly prohibited to enter into a licence agreement with any other party, or allow short or long term guests to reside in the premises, including, but not limited to companies such as Airbnb.
- h. The Renter acknowledges that the exterior of the premises must be kept in a reasonably clean condition. This includes patio, garden areas and any nature strip, which requires regular mowing and edging of lawns, weeding of garden beds, cleaning and removal of clippings and leaves, and adequate watering of all plants and grass areas.
- i. The Renter acknowledges and agrees to keep all filters and fans unobstructed and clean to avoid clogging and potential fire hazards.
- j. The Renter shall suitably ventilate the premises to avoid the presence and/or build-up of mould and condensation. Any mould should be cleaned and treated with an appropriate cleaning agent, and the Renter must immediately advise the Agent.
- k. The Renter may change the locks on the premises at the Renter cost, however the Renter must provide a duplicate to the agent. Should an alarm be located at the premises, the Renter may change the code providing the Agent is provided with the new code. Any loss of remote controls or keys will be the responsibility of the Renter to replace at the Renters cost.
- l. If the Renter wishes to vacate the property prior to the expiration of the Fixed Term of this agreement, ~~lease~~ breakfees will be applied on a basis that is proportionate to the actual costs of securing a new Renter:

The Renter will be required to pay the following ~~lease~~ breakfees:


- Rent until a suitable replacement recommences or the expiration of the lease, and;
 - Advertising & board costs associated with the re-letting, calculated on a pro-rata basis based on the balance of the lease term (inc GST), and;
 - Letting fees, calculated on a pro rata basis based on the balance of the lease term (inc GST) and;
- m. The Rental Provider requests the Renter and their visitors not smoke inside the premises. Should there be evidence of smoke damage the Renter will be held responsible.
- n. The Renter hereby acknowledges that the premises primary use is for residential purposes. The premises must not be used for purposes other than for residential purposes without the written consent of the Residential Rental Provider.

32. Signatures


This agreement is made under the Act.

Before signing you must read **Part D—Rights and Obligations** in this form which outlines your rights and obligations.

Rental provider/s

Signed by:  Daniel Foreman (Mar 9, 2022 14:52 GMT+11) of Hodges South Melbourne on behalf of the landlord.
Dated 09/03/2022

Renter/s *Note: Each Renter who is a party to the agreement must sign and date here.*

Signed by the tenant/s:  Kyle Peyton (Mar 9, 2022 22:55 GMT+11)

 Sara LaBella (Mar 9, 2022 11:10 EST)

Dated: 09/03/2022 09/03/2022

Lease Annexure

PROFESSIONAL CLEANING

This annexure forms part of the additional terms of the Residential Rental Agreement between:

Sam Ellis as the Residential Rental Provider and **Kyle Peyton & Sara LaBella** as the Renter/s for the premises situated at 168/73 River Street Richmond, Victoria 3121

1. The residential rental provider hereby advises that professional cleaning or cleaning to a professional standard was carried out to the rented premises immediately before the start of the rental agreement.
2. The Renter hereby confirms having received a copy of the cleaning invoice at the commencement of their agreement.
3. The rental provider hereby notifies the Renter of the requirement to 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.

Kyle Peyton

Kyle Peyton (Mar 9, 2022 22:55 GMT+11)

09/03/2022

Sara LaBella

Sara LaBella (Mar 9, 2022 11:10 EST)

09/03/2022

Signed by Renter/s: _____

Date: _____

PET CLAUSE

This annexure forms part of the additional terms of the Residential Rental Agreement between:

Sam Ellis as the Residential Rental Provider and **Kyle Peyton & Sara LaBella** as the Renter/s for the premises situated at 168/73 River Street Richmond, Victoria 3121

1. The Residential Rental Provider hereby consents to the Renter keeping a Ragdoll cat, Oliver of 1.5 years on the property provided the following conditions are met:
 - 1.1 The Renter hereby agrees to maintain the property in the condition in which it was received at the beginning of the lease as per the original Condition Report.
 - 1.2 The Renter hereby agrees that should the cat cause any internal or external damage to the property, such as, but not limited to; digging up garden, tearing fly-wire door and screens, scratching doors and fences, the Renter will repair all damages at their expense prior to vacating the premises, to the satisfaction of the Residential Rental Provider or Agent.
 - 1.3 The Renter agrees that any odours, flooring stains, flea infestation etc., caused by the cat are to be treated and removed at the Renters expense.
 - 1.4 The Renter will ensure that the cat will not make noise or behave in a manner affecting the peace and comfort of the neighbouring premises.
2. The Renter hereby agrees that should any one of these conditions not be complied with, the Residential Rental Provider/Agent has the right to serve the necessary notices thereafter, if the Renter fails to remedy the breach.
3. The Renter hereby accepts full responsibility for any damage or nuisance caused by the cat and shall make good any damage caused arising from keeping the cat on the premises.

Kyle Peyton
Kyle Peyton (Mar 9, 2022 22:55 GMT+11)

09/03/2022

Sara LaBella

09/03/2022

Signed by Renter/s: Sara LaBella (Mar 9, 2022 11:10 EST)

Date: ____/____/____











Lease Agreement - 168/73 River Street

Final Audit Report

2022-03-09

Created:	2022-03-09
By:	Daniel Freeman (dfreeman@hodges.com.au)
Status:	Signed
Transaction ID:	CBJCHBCAABAA2B2VG__EgQybQl3-nqWkebspCaFUXK-o

"Lease Agreement - 168/73 River Street" History

-  Document created by Daniel Freeman (dfreeman@hodges.com.au)
2022-03-09 - 3:46:49 AM GMT- IP address: 103.169.141.82
-  Document emailed to Kyle Peyton (kyle.peyton@acu.edu.au) for signature
2022-03-09 - 3:52:48 AM GMT
-  Document emailed to Sara LaBella (sarahayeslabella@gmail.com) for signature
2022-03-09 - 3:52:48 AM GMT
-  Document emailed to Daniel Freeman (dfreeman@hodges.com.au) for signature
2022-03-09 - 3:52:48 AM GMT
-  Document e-signed by Daniel Freeman (dfreeman@hodges.com.au)
Signature Date: 2022-03-09 - 3:52:58 AM GMT - Time Source: server- IP address: 103.169.141.82
-  Email viewed by Sara LaBella (sarahayeslabella@gmail.com)
2022-03-09 - 5:05:59 AM GMT- IP address: 104.28.56.13
-  Email viewed by Kyle Peyton (kyle.peyton@acu.edu.au)
2022-03-09 - 5:37:46 AM GMT- IP address: 120.21.179.76
-  Document e-signed by Kyle Peyton (kyle.peyton@acu.edu.au)
Signature Date: 2022-03-09 - 11:55:30 AM GMT - Time Source: server- IP address: 101.161.88.123
-  Document e-signed by Sara LaBella (sarahayeslabella@gmail.com)
Signature Date: 2022-03-09 - 4:10:36 PM GMT - Time Source: server- IP address: 69.123.109.88
-  Agreement completed.
2022-03-09 - 4:10:36 PM GMT