

# RESIDENTIAL TENANCY AGREEMENT Schedule



ITEM 1 – Agent	Company Name: ALEXA Real Estate Pty Ltd		ABN: 93 718 182 379	
	Company Representative: Kim Rose			
	Address: 507 South Rd Ashford SA 5037			
	Telephone:	Work: 08 8333 3743	Facsimile: 08 8425 9698	
		Mobile: 0412 437 582	Web: www.alexarentals.com.au	
Email: <a href="mailto:enquiries@alexarealestate.com.au">enquiries@alexarealestate.com.au</a>				
ITEM 2 – Landlord	Name(s): Mr Phillip Bellifemine			
	ABN (if applicable): N/A			
	Address: 3 Kalyma Grove, St Kilda East Vic 3183			
ITEM 3 – Tenant	Name(s): Ms Susan Comerford			
ITEM 4 – Premises	Address: 129 Edward Street, Norwood SA 5067			
ITEM 5 – Term	<input checked="" type="checkbox"/> Fixed:	Start Date: 13/12/2019	End Date: 13/12/2020	
	<input type="checkbox"/> Periodic:	Start Date:	and continues until terminated in accordance with this Agreement	
ITEM 6 – Rent	Amount:	Eight hundred and thirty dollars	\$830.00	per week
	Frequency:	Payable In Advance <input type="checkbox"/> Calendar Monthly <input checked="" type="checkbox"/> Fortnightly		
	Payments:	First payment of	\$1,660.00	On or before Commencement Date
		With next payment of	\$1,660.00	On 27/12/2019
		And thereafter	\$1,660.00	on the Friday of every fortnight
Pay Method:	<input checked="" type="checkbox"/> Direct Credit <input type="checkbox"/> Internet Transfer <input type="checkbox"/> Bank Deposit			
ITEM 7 – Bond	Amount:	Four thousand, nine hundred and eighty dollars	\$4,980.00	
ITEM 8 – Outgoings (Clause 3.1.3)	<input checked="" type="checkbox"/> All water usage & supply costs adjusted for the period of tenancy <input checked="" type="checkbox"/> All telephone & television antennae connections <input type="checkbox"/> No charge for water <input type="checkbox"/> Other (specify) <input type="checkbox"/> The Property is not individually metered for a service; the Tenant must pay an apportionment or the excess of a given Limit of the cost of the service as set out below:			
	<p style="text-align: center;"><b>Utilities</b></p> <p>Can a representative give you a call to arrange the connection of utilities to the property?</p> <p><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>Please note the agent and landlord take no responsibility in locating meter numbers, NMI numbers, lot numbers or any other information if a utility company is unable to connect any service due to missing information. The tenant acknowledges that no compensation will be given if utilities are not connected on time. The landlord or agent are not responsible for any actions required by the tenants utility company or provider, ie turning main switches off or being present during connections.</p>			
ITEM 9 – Insurance (Clause 3.1.13)	The Tenant must effect and maintain the following insurance policy during the Term: <input checked="" type="checkbox"/> Contents Insurance (cover for tenant contents and property)			
ITEM 10 – Other Conditions	Other persons permitted to reside in the Premises:	<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes	No: 1	Name(s): Charlie Comerford (28 yrs)
	Pets Approved: (Clause 3.2.11)	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	No:	Type(s): Breed(s): (if applicable)
	Repair Instructions:	<input checked="" type="checkbox"/> Always Contact Agent		
	Additional Conditions:	<input checked="" type="checkbox"/> See Annexure <input checked="" type="checkbox"/> As Detailed Below		

# RESIDENTIAL TENANCY AGREEMENT

## Terms and Conditions



<b>1 Agreement</b>	The Landlord agrees to rent the Property to the Tenant in accordance with the terms and conditions of this Agreement.
<b>2 Definitions and Interpretation</b>	<p>In this Agreement, unless a contrary intention appears:</p> <p>2.1 "Act" means the <i>Residential Tenancies Act 1995</i>;</p> <p>2.2 "Agent" means the person or organisation specified in Item 1 of the Schedule;</p> <p>2.3 "Ancillary Property" means the property identified or specified in the Inspection Sheet;</p> <p>2.4 "Landlord" means the person or organisation specified in Item 2 of the Schedule;</p> <p>2.5 "Premises" means the premises the subject of this Agreement specified in Item 4 of the Schedule;</p> <p>2.6 "Property" means the Premises and the Ancillary Property (if any);</p> <p>2.7 "Rent" means the amount specified in Item 6 of the Schedule and/or as varied in accordance with this Agreement;</p> <p>2.8 "Security Bond" means the amount specified in Item 7 of the Schedule;</p> <p>2.9 "Tenant" means the person or organisation specified in Item 3 of the Schedule;</p> <p>2.10 "Term" means the period this Agreement remains in force specified in Item 5 of the Schedule.</p> <p>The singular includes the plural and vice versa and references to natural persons include corporations and vice versa. Where more than one person is a party to this Agreement, the terms and conditions to be performed by them bind each party jointly and severally.</p>
<b>3 Tenant's Rights and Obligations</b>	<p>3.1 Subject to the provisions of the Act the Tenant must:</p> <p>3.1.1 pay the Rent to the Agent in full in the manner and at the times specified in Item 6 of the Schedule, unless the Agent has given the Tenant a notice in writing setting out an alternative method;</p> <p>3.1.2 pay the Security Bond to the Agent;</p> <p>3.1.3 pay all outgoings of the Property to the Agent including gas, electricity, telephone and oil, together with rates and charges for water specified in Item 8 of the Schedule, within fourteen (14) days of receipt of a notice for payment;</p> <p>3.1.4 keep the Property clean and secure, immediately notify the Landlord or the Agent of any damage to the Property and immediately report to the Landlord or the Agent any breakdown or fault in the equipment, electrical, smoke detectors or plumbing services in or on the Property;</p> <p>3.1.5 pay the cost of repair to "the Plumbing" (as defined in clause 3.2.3) when damage to it is as a result of a breach by the Tenant of this Agreement;</p> <p>3.1.6 keep the Property clear of rubbish, place household rubbish in a bin of the type approved by the local council, put the bin out for collection on the day of collection and retrieve it as soon as possible after it has been emptied;</p> <p>3.1.7 regularly mow the lawn, weed and water the garden to at least maintain any garden that is part of the Property to the same standard as applied at the commencement of the Term;</p> <p>3.1.8 keep all drains clear and not intentionally nor negligently do anything that will interfere with the proper operation of any Plumbing or drainage system on the Property;</p> <p>3.1.9 use the Premises solely as a place of residence;</p> <p>3.1.10 pay the cost of any repairs necessary because of damage to the Property as the result of an act or omission of the Tenant or any invitee of the Tenant;</p> <p>3.1.11 return to the Agent's office the completed Inspection Sheet required by the Regulations under the Act within fourteen (14) days of the commencement of the Term, together with details of any disputed item on that Inspection Sheet;</p> <p>3.1.12 where the Property includes a swimming pool or spa:</p> <p>3.1.12.1 supply and bear the cost of all necessary labour, chemicals and treatments to maintain the present condition of the swimming pool or spa;</p> <p>3.1.12.2 observe any instructions from the Landlord about the use or maintenance of the swimming pool or spa, including the correct chemical levels;</p> <p>3.1.12.3 not drain the swimming pool or spa without prior written consent of the Landlord;</p> <p>3.1.12.4 advise the Landlord or the Agent immediately upon becoming aware of any equipment, including fences or gates, being damaged or malfunctioning or of the condition of the pool or spa deteriorating such that remedial treatment is required.</p> <p>3.1.13 effect and maintain any policy of insurance specified in Item 9 of the Schedule during the Term and, on demand, produce to the Landlord or the Agent a certificate of currency for that insurance;</p> <p>3.1.14 indemnify and keep indemnified the Landlord and the Agent in respect of loss incurred or suffered as a result of any breach of this Agreement by the Tenant or any negligent act arising from the Tenant's use of the Property:</p> <p>3.1.14.1 this indemnity includes without limitation, loss due to bodily injury, sickness, or death or loss, destruction or damage to property;</p> <p>3.1.14.2 this indemnity survives the expiration or termination of this Agreement.</p> <p>3.1.15 Maintain all appliances on the property including cleaning air conditioner filters at least every 6 months, dishwasher filters on a daily basis. The tenant acknowledges that any repairs required as a result of neglect or abuse of any appliances will be paid for by the tenant.</p> <p>3.2 The Tenant must not without the prior written consent of the Landlord:</p> <p>3.2.1 use, cause or permit the Property to be used for an illegal or unauthorised purpose;</p> <p>3.2.2 intentionally or negligently cause or allow others to intentionally or negligently damage the Property (including by driving nails, plugs or screws or fixing any adhesive material to any part of the Property);</p> <p>3.2.3 use any sink, basin, bath, lavatory, drain or similar facility ("the Plumbing") in or connected to the Property for other than their intended purpose;</p> <p>3.2.4 damage the Plumbing or the drainage or sewerage systems of the Property;</p> <p>3.2.5 affix any fixture or make any renovation, alteration or addition to the Property;</p> <p>3.2.6 remove or alter any fixture or device on the Property;</p> <p>3.2.7 cause or permit a nuisance or any interference with the reasonable peace, comfort or privacy of any person who resides in the immediate vicinity of the Property;</p> <p>3.2.8 assign this tenancy or sublet the Property;</p> <p>3.2.9 affix any television antenna, cable TV or satellite dish to the Property;</p> <p>3.2.9.1 it is acknowledged by the Tenant that the Landlord and / or the Agent do not represent or guarantee that a telephone line or an aerial is connected to the Premises, even if one or more telephone / aerial plugs is located in the Premises;</p> <p>3.2.10 install any air-conditioning unit on or in the Premises;</p> <p>3.2.11 keep any animals (including reptiles, mammals, birds, poultry or fish) on the Property;</p> <p>3.2.12 permit any bicycle or motor cycle to be brought into the living areas of the Premises or left anywhere in or near the Premises other than in an agreed parking place;</p> <p>3.2.13 place any advertisement, notice or sign on or in the Property;</p> <p>3.2.14 interfere with any machinery, plant or equipment belonging to the Landlord on the Property other than to operate it in accordance with the Landlord's or the manufacturer's instructions;</p> <p>3.2.15 allow any person other than the intended occupants notified to the Landlord prior to the commencement of this Agreement to remain on the Property for more than fourteen (14) days;</p> <p>3.2.16 alter, remove or add any locks or other security devices to the Property. In the event consent is granted, the Tenant must supply any key, device or updated security code to the Agent as soon as practicable;</p> <p>3.2.17 cause or permit smoking within the Premises.</p> <p>3.3 Where the Premises are a unit or lot under the <i>Strata Titles Act 1988</i> or the <i>Community Titles Act 1996</i> or are comprised in another form of multiple dwelling, the Tenant must not breach or permit a breach of the applicable Act or the Articles/By-Laws of the Corporation made under that Act, or (in regard to other premises) of any Articles or Rules that apply and in particular must not:</p> <p>3.3.1 park any motor vehicle or motor cycle in any place other than an allotted parking space;</p>

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# RESIDENTIAL TENANCY AGREEMENT

## Annexure

<p><b>ITEM 10 – Other</b></p> <p><b>Conditions</b></p> <p><b>ADDITIONAL</b></p> <p><b>CONDITIONS</b></p>	<p><b>Property Condition, Repairs and General Upkeep</b></p> <ol style="list-style-type: none"> <li><b>Pets at the Property-</b> Should the landlord have granted permission to keep pets as indicated in 'ITEM 10 - Pets Approved' of this Agreement, the following conditions apply for the duration of this tenancy, and any renewal or extension thereof- <ol style="list-style-type: none"> <li>To keep the yard clean and free from animal faeces</li> <li>The tenant(s) agree to clean up any rubbish/items scattered by the pet</li> <li>In the event of any fleas or flea eggs being present as a result of the animal, the tenant(s) will arrange for flea fumigation of the property prior to vacating the premises at tenant cost</li> <li>The tenant(s) will not allow the animal inside the residence at any time</li> <li>The tenant(s) will repair any damage to the premises caused by the animal, and will also protect and immediately rectify any damage caused to garden irrigation systems and fittings.</li> <li>The tenant(s) agree to replace plants or vegetation damaged or destroyed by the pet directly, or indirectly (ie. Plants died because garden irrigation system was damaged by pet)</li> <li>Other than any pet listed above and approved by the owner, we will not keep any other animals of any kind on the rental premises, (even on a short-term or temporary basis), including dogs, cats, birds, fish, reptiles, or any other animals</li> <li>The tenant(s) agree that this agreement is only for the specific pets described in 'ITEM 10- Pets Approved' and we will not harbour, substitute or "pet-sit" any other pet, and we will remove any of the pet's offspring within 45 days of birth (should this occur)</li> <li>The tenant(s) agree not to leave food or water for the pet outside the premises where it may attract other animals and/or insects (ie European Wasps)</li> <li>The tenant(s) agree to abide by all local, city or state laws, licensing and health requirements regarding pets, including vaccinations</li> <li>The pet shall not cause any sort of nuisance or disturbance to neighbours. Noise, day or night, must not disturb others. We agree to do whatever is necessary to keep our pet from making noise that would annoy others, and we will take steps to immediately rectify complaints made by neighbours or other tenants</li> </ol> <p>The tenant(s) understand that failure to comply with these terms shall give the owner the right to revoke permission to keep the pet, and is also grounds for further action and possible eviction.</p> </li> <li><b>Ovens/Stove Tops-</b> must be regularly cleaned and not allow a build up of burnt on food.</li> <li><b>Cleaning of Tiles Areas-</b> all tiles areas (shower recess etc) must be regularly cleaned to not allow build-up of dirt/soap scum</li> <li><b>Filters-</b> wall &amp; room air-conditioner filters, vents &amp; exhaust fan covers must be regularly cleaned at least every 3 months.</li> <li><b>Oil drip trays</b> must be used at all times on driveways, carport and garage floors. Further, and oil stains or spillages must be cleaned up immediately.</li> <li><b>No Smoking Policy-</b> The Tenant agrees there will be no smoking inside the home at all times. Any costs for deodorising, cleaning or repairing due to smoke stains, burn marks, or smells will be at the Tenant's expense.</li> <li><b>Water Restrictions and Lawns/Garden-</b> all gardens and lawns must be watered as per current water restrictions. Lawns must be regularly mowed, gardens maintained and weeded.</li> <li><b>Unauthorised Vehicles-</b> The tenant(s) agree to not allow unregistered vehicles/car bodies to be kept at the property</li> <li><b>Vehicle Parking-</b> Vehicles cannot be parked on lawns or gardens, but only in designated car spaces/at the roadside. The tenant(s) agrees not to allow a build-up of rubbish.</li> <li><b>Chopping Boards-</b> chopping boards must always be used on kitchen bench tops.</li> <li><b>Picture Hooks-</b> The tenant is aware that no fixtures (eg picture hooks, nails) can be added without prior permission, and that at no time can blue tac/sticky tape or adhesive be used on walls.</li> <li><b>Pot Plants-</b> due to a high risk of carpet damage, no pot plants (even with bases underneath) to be placed onto carpets.</li> </ol> <p><b>Paying Rent</b></p> <ol style="list-style-type: none"> <li><b>Zero Tolerance to Rent Arrears-</b> the tenant understands that ALEXA Rentals does not accept late payment of rent. Should rent arrears occur 3 times or more during the tenancy, the lease may not be renewed at renewal time. If the tenant believes they may fall into arrears at any time, the tenant agrees to inform ALEXA Rentals before the late payment occurs.</li> <li><b>Dishonoured Cheques-</b> Should the Tenant present the Agent with a cheque as payment which is subsequently dishonoured by the bank due to insufficient funds, a fee of \$55.00 will be charged to the Tenant.</li> </ol> <p><b>Vacating and Breaking Lease</b></p> <ol style="list-style-type: none"> <li><b>Carpet Cleaning-</b> The Tenant acknowledges that the carpets have been cleaned before commencement and are to be cleaned by the Tenant upon vacating the premises. Further, they must be kept reasonably clean during tenancy.</li> <li><b>Final Inspection-</b> The Tenant acknowledges that upon vacating, a final inspection cannot be conducted until all of the Tenant's possessions are removed, the property is cleaned and the Tenant is in a position to hand the keys back to the Agent. The Tenant will be responsible for paying rent until all of the above requirements are satisfied.</li> <li><b>Cleaning.</b> The tenant acknowledges that the house has been cleaned at the beginning of a tenancy and agrees to have it cleaned upon vacating. This includes all kitchen, bathroom and other areas. Windows, blinds, curtains washed inside and out. All outside areas, walls and inside cupboards washed. All weeds must be removed from garden areas, lawns and pavers and all outside concrete and paving areas swept.</li> </ol>
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18. **Vacating Notice**- when vacating, we can only receive notice in writing. If giving 21 days notice on a non-fixed term agreement, the 21 days notice starts when the notice is received by the agent.
19. **Breaking a Fixed Term Agreement**- the tenant agrees that when breaking a fixed term agreement, they will:
- Pay Rent until a new tenant is secured
  - Pay a letting fee (maximum 2.2 weeks rent) and advertising costs- payable pro-rata
  - Continue to water and maintain any gardens/lawns and keep swimming pools/spas cleaned and maintained until a new tenant is secured

#### General

20. **Landlord Contact**- please note that landlords at no time may be contacted.
21. **Repairs and Emergencies**- The Tenant agrees that maintenance requests must be submitted to the Agent in writing. Tenants are not to engage a contractor on the Landlord's behalf or the Tenant will be liable for all costs incurred. In the case of an emergency, the Tenant must contact the Agent. For After Hours emergencies, refer to the Emergency Card supplied at the tenancy start.
22. **Utility Connections and Day/Night Tariffs**- The Tenant is responsible for arranging their own utility connections and disconnections. Should the property have an electric hot water service, the Agent suggests that the Tenant enquires about the "day/night tariff" switch for the hot water service. This switch is generally located in the electric meter box or next to the hot water service. Further information regarding the various tariffs may be obtained from ETSA. The tenant agrees to release the landlord and agent from any financial losses or inconveniences suffered due to a utilities company being unable to locate the property or locate the property meter. No compensation can be granted in any form due to utilities not connected in time – this is totally the tenant's responsibility.
23. **Property for Residential Use Only**- The Tenant agrees not to operate any business from the premises without prior written approval from the Agent.
24. **National Tenancy Database Lodgment**- should the tenant breach their agreement/ not rectify the breach, leave the tenancy with monies owed the tenant(s) understands and agrees that their personal details will be lodged on two National Tenancy Default Internet Databases (TICA.com.au and NTD.net.au.) This will seriously hinder future rental accommodation prospects.
25. **Subletting**- Only those indicated on the application can reside at the premises. Sub letting to another person is prohibited without receiving permission first. An application form must be completed before approval or non-approval of any additional person(s).
26. **Smoke Alarms**- The smoke alarm/s must be checked weekly. The battery cannot be taken out at any time, unless it is being replaced with a new battery. If the battery needs to be replaced, please purchase another battery and replace accordingly, and the receipt can be handed in for reimbursement. Otherwise, please contact ALEXA Rentals if you are not able to do this.
27. **Phone Connection**- The tenant agrees that if a landline phone line is intact at the tenancy start, they agree to further leave it intact upon vacating (ie- keep the phone line connected). The landlord is not responsible for connecting phone lines or television points. The tenant can, with written permission, install these items at the tenant's own cost.
28. **Property Manager Availability**- your property manager is available should you require to discuss anything. However we insist an appointment be made prior and most things can be handled by phone or email.
29. **Landlord Mail**- all mail addressed to the landlord must be forwarded to the agent as soon as possible
30. **Routine Inspections and Photos**- The Tenant agrees to allow entry to the premises for the purpose of routine inspections. Inspections are conducted during business hours (9am until 5pm, Monday to Friday) only, with the correct prior notice being provided to the Tenant. No alternative times will be negotiated. Further, the tenant gives permission for photos to be taken of the grounds, repairs required and any recommendations or improvements needed.
31. **Misplaced Keys**- Tenants requiring access to the property due to loss or misplacement of keys already provided, you may collect master keys from the office and return them during business hours (9am until 5pm, Monday to Friday). After hours, the Tenant is to arrange a locksmith at the Tenant's own cost.
32. **Sight unseen** - 1. All Parties agree that tenants have declined to view at their own choosing and chose to sign the lease on the subject property sight unseen for their convenience. Furthermore, parties acknowledge that tenants will be fully obligated to all provisions of the lease agreement should they not take occupancy of the property. 2. Tenants further agree that any maintenance shall be done as required by the lease agreement and not the preferences of the residents since tenants agreed to take property sight unseen. 3. The tenants acknowledge that the property is only represented through the pictures and statements provided in the lease. The agent makes no warranties expressed or implied other than those stated explicitly in the lease agreement. 4. The tenant acknowledges that the property was viewed by Charlie Comerford on behalf of Susan Comerford on Saturday 16/11/2019.
33. **Kitchen powerpoints** – The tenants acknowledge that they have been made aware that there is no power point in the central bench in the kitchen and further acknowledge and agree that a power point will not be installed by the landlord. No permission will be given for the tenant to install at any time.

I/We the Tenant(s) have read this addendum to the Residential Tenancies Agreement and accept and agree to the conditions contained herein.

Signed by the Tenant



Dated 24 / 11 / 2019

Tenant Name \_Susan Comerford\_

Signed by or on behalf of the Landlord



☒ Agent as Authorised ☐ Landlord