



Residential Tenancy Agreement

Residential Tenancies Act 1997

Conditions of Agreement

1. This Agreement is made on the date specified in item 1 in the Schedule hereto between the Landlord whose name and address is specified in item 2 in the Schedule whose agent is specified in item 3 in the Schedule and the Tenant whose name and address is specified in item 4 in the Schedule.

Premises and Rent

The Landlord lets to the Tenant the Premises specified in item 5 in the Schedule together with those items indicated in the Schedule, for which the Rental shall be the amount specified in item 6 in the Schedule of which the first installment is payable on the date specified in item 7 of the Schedule and payable by the Tenant to the party specified in item 8 in the Schedule.

Bond

The Tenant shall pay a Bond of the amount specified in item 9 of the Schedule to Landlord/Agent on or before the signing of this agreement.

In accordance with the Residential Tenancies Act 1997 the Landlord/Agent must lodge the Bond with the Residential Tenancies Authority within 10 business days of receiving the Bond.

Fixed Term Tenancy

The term of this agreement shall be as specified in item 11 of the Schedule Commencement on the date specified in item 12 in the Schedule and Ending on the date specified in item 13 in the Schedule and unless either party terminates this Agreement in accordance with the provisions of the Residential Tenancies Act 1997 this Agreement shall then continue as a periodic tenancy.

OR

Periodic Tenancy

This Agreement shall commence on the date specified in item 14 in the Schedule and continue until terminated in accordance with the Residential Tenancies Act 1997.

2. **Condition of the Premises**
The Landlord shall make sure that the premises are maintained in good repair.
3. **Damage to the Premises**
 - (a) The Tenant shall make sure that care is taken to avoid damaging the rented premises.
 - (b) The Tenant must take reasonable care to avoid damaging the premises and any common areas.
 - (c) The Tenant who becomes aware of damage to the rented premises must give notice to the Landlord of any damage to the premises as soon as practicable.
4. **Cleanliness of the Premises**
 - (a) The Landlord shall make sure that the premises are in a reasonably clean condition on the day on which it is agreed that the Tenant shall enter into occupation of the premises.
 - (b) The Tenant shall keep the premises in a reasonably clean condition during the period of Agreement.
5. **Use of Premises**
 - (a) The Tenant shall not use or allow the premises to be used for any illegal purpose.
 - (b) The Tenant shall not use or allow the premises to be used in such a manner as to cause a nuisance or cause an interference with the reasonable peace, comfort or privacy of any occupier of neighboring premises.
6. **Quiet Enjoyment**
The Landlord shall take all reasonable steps to make sure that the Tenant has quiet enjoyment of the premises.
7. **Assignment or Sub-letting**
 - (a) The Tenant shall not assign or sub-let the whole or any part of the premises without the written consent of the Landlord. The Landlord's consent shall not be unreasonably withheld.
 - (b) The Landlord shall not demand or receive any fee or payment for the consent, except in respect of any fees, costs or charges incurred by the Landlord in relation to the preparation of an assignment in writing of this Agreement.
8. **Residential Tenancies Act 1997**
Both parties to the Agreement shall comply with the provisions of the Residential Tenancies Act 1997 as they apply to each party. (Note: Reference should be made to the Residential Tenancies Act 1997 for further rights and duties).

Additional Terms

Additional terms which do not take away the rights and duties included in the Residential Tenancies Act 1997 may be set out in this section.

9. The **Tenant** shall pay all charges in respect of the re-connection and consumption of water, electricity, gas, oil and telephone where the rented premises is separately metered for these services. During the tenancy, should the properties utilities become separately metered, the tenant/s agree and acknowledge that they will be responsible for all usage charges from this time.
10. The **Tenant** shall not do or allow anything to be done which would invalidate any insurance policy on the premises or increase the premium and the **Tenant** shall pay the **Landlord** all increased premiums and all other expenses incurred as a consequence of any breach of this term.
11. The **Tenant** agrees to pay the **Landlord** any excess amount charged or any additional premium charged by the **Landlord's** Insurance Company as a result of accidental breakage of glass, toilet bowls and wash basins in the premises where the damage has been caused by the **Tenant**, or by anyone on the premises with the consent of the **Tenant**, in the event that the **Landlord** chooses to claim via their insurance. Should the **Landlord** choose not to make a claim against their insurance, the **Tenant** agrees that they are liable for the costs associated with the repair/replacement of any damaged item.
12. The **Tenant** shall notify the **Landlord** or **Agent** immediately upon becoming aware of any defects in the premises or any other matter which may give rise to a liability pursuant to the occupiers Liability Act 1983.
13. The **Tenant** shall indemnify the **Landlord** against all liability in respect of injury or damage to any third person or third party property arising from any conduct, act or omission by the **Tenant**, or the **Tenant's** servants, **Agents** and/or invitees.
14. The **Tenant** shall not paint or affix any sign or any antenna onto the premises or affix any nail, screw, fastening or adhesive, including 'Blu Tac' to the interior of the premises without the prior written consent of the **Landlord** or **Agent**.
15. The **Tenant** acknowledges that it is the **Tenant's** responsibility upon the termination of the Agreement to deliver the keys to the premises to the **Agent's** office and to continue paying rent until such time as the keys are delivered.
16. The **Tenant** shall not use the premises for any purposes other than for residential purpose without the written consent of the **Landlord**.
17. The **Tenant** shall not do or allow to be done anything that will cause the shared service facilities to become obstructed, untidy, damaged or used for any purpose other than for which they are intended.
18. The **Tenant** shall not keep any animal, bird or pet on the premises without the written consent of the **Landlord**. (Note: written consent of the Body Corporate Committee will be necessary in an own-your-own unit).
19. The **Tenant** shall deposit all rubbish including cartons and newspapers in a proper rubbish receptacle with a close fitting lid as required by the Health Department or Local Council. Such rubbish receptacle shall be kept only in the place provided and placed out by the **Tenant** for collection by the Local Council or Health Department and returned to its allotted place.
20. The **Tenant** shall not hang any clothes outside the premises other than where provision for the hanging of clothes has been provided.
21. The **Tenant** shall not keep or use in the premises any portable kerosene heaters, oil burning heaters or heaters of a similar kind.
22. The **Tenant** shall comply with any Act, Regulation, Rule or direction of any Government, semi Government or statutory body.
23. The **Tenant** shall allow the **Landlord** or his **Agent** to put on the premises a notice or notices 'to let' during the last month of the term of this Agreement. In the event that the **landlord** places the property For Sale or Auction, the **Tenant** shall also allow the **Landlord** or his **Agent** to put on the premises a notice or notices 'for sale' or 'auction' at any time during the term of this Agreement. The **Tenant** will permit entry to the **Landlord**, his **Agent** and/or any prospective purchaser by either private inspection or open for inspection for the purposes of the aforementioned to view the property by the **landlord** or **agent** supplying no less than 24 hours written notice of their intention to inspect. Prospective purchasers will include any member of the public with appropriate Photo ID who has expressed an interest in viewing the property for purchasing purposes.
24. The **Tenant** acknowledges that no promises, representations, warranties or undertakings have been given by the **Landlord** or **Agent** in relation to the suitability of the premises for the **Tenant's** purposes or in respect of the furnishings, fittings or appurtenances of the premises otherwise than as provided herein.
25. No consent or waiver of any breach by the **Tenant** of the **Tenant's** obligations under the Residential Tenancies Act 1997 shall prevent the **Landlord** from subsequently enforcing any of the provisions of the Agreement.
26. The **Tenant** agrees to observe and be bound by the Articles of Association of the Service Company or the Rules of the Body Corporate (as the case may be) in so far as they relate to or affect the use, occupation and enjoyment of the premises and the common property provided that the **Tenant** shall not be required to contribute costs of a capital nature of which would, except for the provision, be payable by the **Landlord**. The Standard Rules of the Subdivision (body Corporate) regulations, if not amended, apply to all Bodies Corporate.
27. In accordance with the provisions of Section 44 of the Residential Tenancies Act 1997, The **Landlord** may from time to time and at any time, other than within the terms specified in the Schedule as the fixed term, increase the rent by giving the **Tenant** at least 60 days notice of the increase.
28. This Agreement may be amended only by an Agreement in writing signed by the **Landlord** and the **Tenant**.

29. The **Tenant** shall at the **Tenant's** expense replace all lighting tubes and globes to the premises which become defective during the term of the tenancy unless the defect is proven to be caused by faulty wiring.
30. The **Tenant** agrees to fully and regularly maintain and water the garden area, including the trees and shrubs, to mow the lawn, to trim the edges and to remove all garden rubbish from the property.
31. If the **Tenant** wishes to vacate the premises at the expiration of this Agreement the **Tenant** shall give the **Landlord** or **Agent** written notice of the **Tenant's** intention to vacate 28 days prior to the expiration of the Agreement. If the **Tenant** remains in occupation of the premises after the expiration of this Agreement and does not enter into a new fixed term Agreement the **Tenant** must give written notice of the **Tenant's** intention to vacate the premises specifying a termination date that is not earlier than 28 days after the day on which the **Tenant** gives notice.
32. The **Tenant** acknowledges that pursuant to section 428 of the Residential Tenancies Act 1997, the **Tenant** shall not refuse to pay rent on the ground that the **Tenant** intends to regard as rent paid by the **Tenant**, the **Bond** or any part of the **Bond** paid in respect of the **Premises**. The **Tenant** acknowledges that failure to abide by this section of the Act renders the **Tenant** liable to a penalty \$1000.
33. The **Tenant** agrees not to carry out any mechanical repairs or spray painting of any motor vehicles, boats or motorcycles in or around the property including common property. The **Tenant** also agrees to be fully responsible for the removal of any motor cycle, car or boat spare parts or bodies or any other equipment used and to fully reinstate the **Premises** of the land or common property on which it is situated to the original condition forthwith.
34. The **Tenant** acknowledges that the **Tenant** shall insure their possessions. The **Tenant** also acknowledges that the **Landlord's** insurance policy will not provide cover for such possessions.

Additional Clauses Specific to 3 Kalymna Grove, ST KILDA EAST

35. Should the **Tenant/s** find it necessary to vacate the premises before the expiration of the lease he/she will:-
 - (a) Immediately inform the Managing **Agent** of their desire to do so and ask them to assist in finding an acceptable person or persons who agree to an assignment of the current lease, or execute a new lease agreement
 - (b) Continue paying rent in accordance with the lease agreement until the date the assignment or new tenancy commences, or expiration of the current lease, whichever is the sooner.
 - (c) Agree to pay the managing agent's letting fee commission of an amount equal to two (2) weeks rent plus GST and any advertising incurred in securing suitable replacement tenant/s.
 - (d) Leave the premises clean and undamaged.
36. The **Tenant/s** confirms that only 1 adult will reside at the premises.
37. The **Tenant/s** acknowledges that during the tenancy, rental payments are to be made in advance by way of direct debit, BPay, bank cheque, personal cheque, money order or credit card payments via the Rental Rewards Program. The **Tenant** is responsible for all extra bank charges due to dishonoured cheques or dishonoured direct debits. Once a cheque has been "Referred to Drawer" all further rent payments must be made by BANK CHEQUE. NO FURTHER PERSONAL CHEQUES WILL BE ACCEPTED.
38. The **Tenant/s** shall not create any noise audible to the adjoining occupiers between the hours of 10.00 pm and 7.30 am and should at all times show consideration to neighbours
39. The **Tenant/s** agrees that in the event that a tumble dryer is used at the premises, sufficient ventilation will be maintained during its use, and the **Tenant** will accept the responsibility for repairing any damage caused by mould or dampness created by the use of the dryer.
40. The commencement date of this lease is subject to the availability of the premises on the due date and the **Tenant/s** will take no action against the **Landlord** or **Agent**, should the premises not be ready for occupation on the commencement date.
41. The carpets have been professionally steam cleaned prior to this tenancy and the **Tenant/s** accepts that the carpets are to be professionally steam cleaned at the **Tenant/s** expense upon vacating the premises.
42. If a **Tenant** would like to transfer the lease, an administrative cost is applicable in the amount of \$195.00 including GST. To add or remove a tenant to the lease, an administrative cost is applicable in the amount of \$195.00 including GST. If a **Tenant** requests a Photo Condition Report be carried out by the **Agent** for a Tenant Transfer situation, the tenant agrees there will be a charge of \$66.00 including GST payable by the **Tenant/s**.
43. The **Tenant** agrees there will be no smoking inside the premises and all butts and ash shall be placed in an appropriate receptacle.
44. The **Tenant** acknowledges that furniture placed on wooden floor boards or lino inside or outside the property will have appropriate protection placed underneath to ensure the floor is not damaged. The **Tenant** acknowledges that any damage to floor boards or the like will be rectified professionally at the **Tenant's** expense.
45. The **Tenant** agrees that doors where available to the kitchen will be closed and windows open to allow ventilation at all times when cooking high aroma and oily foods. The **Tenant** acknowledges that any damage to the property caused by cooking fumes/odour, etc will be rectified professionally at the **Tenant's** expense.
46. The **Tenant/s** hereby agree and acknowledge that they have been given keys, remotes and/or fobs for their use during their tenancy. Should the **Tenant/s** lose any of these, or should they cease to work due to malicious damages over the duration of the tenancy, the **Tenant/s** will be wholly responsible for the cost of repairing or replacing any and all keys, remotes and/or fobs.

47. REPORTING & ACCESS FOR NON-URGENT REPAIRS AND MAINTENANCE

The Tenant/s agree and acknowledge that it is their responsibility to report any repairs or maintenance required, in writing, preferably by email to their Property Manager.

Should the Tenant fail to report something requiring repair at the premises, and not provide access for a contractor to remedy the item, you, the Tenant will be in direct breach of the Residential Tenancies Act 1997, and may result in the Landlord seeking costs from you for failure to comply with the Legislation.

The Tenant/s agree and acknowledge that our standard practice for having repairs and maintenance items attended to is for our contractor to collect keys for your property from our office to complete the work. Our contractors are reference checked and have relevant qualifications to carry out work in their field or profession.

Our standard practice for access is adhered to at all times, unless you advise your Property Manager that you wish to be home and provide access for the repair to be completed. In the event that our office set of keys is unavailable, the contractor will contact you to try and work out a time to complete the repair.

If you wish to be home and provide the contractor with access, you are welcome to do so, provided:-

- You advise your Property Manager when you are reporting the maintenance item that you wish to be present at the time of the repair;
- You provide access for the repair to be completed, at the time agreed with the contractor;
- The agreed time is to be during normal business hours for the contractor attending, not after hours unless you, the tenant, are prepared to pay an additional charge for the contractor to attend after business hours; and
- If a subsequent visit is required by the contractor to complete the work, for any reason at all, you will comply with all of the above, otherwise

If confirmed arrangements regarding access for any contractors are not kept by you, and a call out fee is charged, this fee for the contractor will be passed on to you for payment.

48. URGENT REPAIRS

In accordance with the Residential Tenancies Act 1997, section (72), the following repairs are deemed as urgent:

- Burst water service
- Blocked or broken toilet system
- Serious roof leaks
- Gas leaks
- Dangerous electrical faults
- Flooding or serious flood damage
- Serious storm or fire damage
- A failure of any essential service or appliance provided by the Landlord or Agent for hot water, cooking, heating or laundering.
- Any failure or damage in the premise that makes the premise unsafe or insecure
- Any appliance, fitting or fixture which is not working properly and causes a substantial amount of water to be wasted

You must take all reasonable steps to arrange for the Landlord or Agent to immediately carry out the repairs.

Please do not organise for a tradesperson to attend to the property yourself in the event of a non-urgent repair, as you will be liable for the costs incurred for the maintenance carried out.

49. Tenant Contents Insurance

The Tenant/s understand and acknowledge that Tenants Content Insurance is the responsibility of the Tenant/s and that Landlords Insurance does not cover Tenant/s contents. The Tenant/s further agree and acknowledge that the Landlord cannot be held responsible for damage to/theft of Tenant/s personal belongings and/or furnishings

50. The Tenant/s agree and acknowledge that they are not permitted directly or indirectly (including via agents or other parties) to:

- A. advertise occupancy rights of the Premises or part thereof by way of a licence; and
- B. provide a licence to any person or persons to occupy the Premises or part thereof; during the term whether or not such licence or offer is advertised offline, online or via any app including but not limited to sites such as airbnb, stayz, facebook, ebay and other social media and user posting sites and whether such licence is for short term or long term stays.

51. The Tenant/s agree and acknowledge that they will not use or allow the premises to be used in such a way where the premises are occupied by any people other than those listed on the Tenancy Agreement.

52. Vermin/Pests

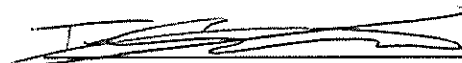
Mice, cockroaches, ants, rats etc. are not attracted to vacant properties. The Tenant/ acknowledges that lack of cleanliness attracts pests and will make every effort to keep the premises in a clean and hygienic state to deter pests. It is the Tenant/s responsibility to utilise sprays, baits, traps, etc. or engage a pest controller at their expense.

SIGNED BY THE LANDLORD:



On behalf of the Landlord

SIGNED BY THE TENANT/S:



53. CONSENT TO ELECTRONIC SERVICE OF DOCUMENTS

(a) The Tenant/s: (select one box only)

☒ Consents to the electronic service of notices and other documents in accordance with the requirements of the Electronic Transactions (Victoria) Act 2000

OR

☐ Does Not Consent to the electronic service of notices and other documents.

(b) Inferred Consent

If the Tenant/s or the Landlord/s (as the case may be) has not consented to electronic service under subclause (a), the Tenant/s or the Landlord/s must not infer consent to electronic service from the receipt or response to emails or other electronic communications.

(c) Change of Electronic Address

The Tenant/s or the Landlord/s must immediately give notice in writing to the other party if the email address for electronic service under subclause (a) changes.

(d) Withdrawal of Consent

(i) The Tenant/s or the Landlord/s may withdraw their consent under subclause (a) to electronic service of notices and other documents only by giving notice in writing to the other party.

(ii) Following the giving of notice under paragraph (a), no further notices or other documents are to be served by electronic communication.

SIGNED BY THE LANDLORD:

UGAUSTINS on behalf of the Landlord

SIGNED BY THE TENANT/S:

[Signature]

Schedule

Item 1:	Date of Agreement:	10 March 2020
Item 2:	Landlord: (A.C.N if landlord is a company)	Name: Phillip Bellifermine Address: C/- 55 Inkerman Street, St Kilda VIC 3182
Item 3:	Agent: (A.C.N if agent is a company)	Registered Business Name: Gary Peer & Associates (St Kilda) Pty Ltd (ACN: 152 594 995) Address: 33 Inkerman Street, St Kilda VIC 3182 Telephone: 03 9526 1988 Facsimile: 03 9527 2861
Item 4:	Tenant (1): (A.C.N if tenant is a company)	Name: Tom Clements Address: 51 Huckerby Street, Cremorne Vic. 3121
Item 5:	Premises:	3 Kalymna Grove, ST KILDA EAST Including chattels (attach inventory if necessary)
	Parking:	N/A
Item 6:	Rental:	\$3150.00 per calendar month in advance Payable on the 14 th day of every month
Item 7:	Commencing On:	14/03/2020
Item 8:	Rental Payments to Landlord/Agent at:	By the way of Direct Debit
Item 9:	Bond:	\$3150.00 paid to Landlord/Agent on or before commencement of tenancy Where there is more than one tenant the amounts they each contribute are listed here: Name: Tom Clements Amount: \$3150.00
Item 10:	Urgent Repairs:	The Landlord authorises the Agent to undertake urgent repairs up to \$1800.00 Telephone / fax no. for urgent repairs Ph: (03) 9526 1988 Fax: (03) 9527 2861

Fixed Term Agreement

Item 11:	Term:	12 Months
Item 12:	Commencement Date:	14/03/2020
Item 13:	Termination Date:	13/03/2021

Signed by the Landlord : _____ On behalf of the Landlord
In the presence of : _____
(witness)

Signed by the Tenant : TOM CLEMENTS

In the presence of: MARTIN PINNELL (witness)

The Tenant hereby acknowledges having received a copy of a Statement of Rights and Duties, two copies of the Condition Report and a copy of this Tenancy Agreement in accordance with the provisions of the Residential Tenancies Act 1997.

Tenant/s: _____