

**McGrath Clayton**

18 Dunstan Street,  
Clayton, VIC 3168

P: 03 9975 7888

ABN: 68 006 513 248

# McGrath

## Residential Rental Agreement

for

g12/11 Renver Road, Clayton VIC 3168

This agreement is between **Minh Quan Le & Hong Ngoc Le**  
and **Subbulakshmi Natarajan, Shivathmika Sampath.**

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# Residential Rental Agreement of no more than 5 years

Residential Tenancies Act 1997 Section 26(1)

Regulation 10(1)

## Part A - General

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

### 1. Date of agreement

This is the date the agreement is signed

Sat 15/03/2025

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

G12/11 Renver Road, Clayton VICPostcode 3168

### 3. Rental provider details

Full name or company name of rental provider	Minh Quan Le & Hong Ngoc Le
Address (if no agent is acting for the rental provider)	Postcode
Phone number	
ACN (if applicable)	
Email address	

#### Rental provider's agent details (if applicable)

Full name	McGrath Clayton
Address	18 Dunstan Street, Clayton, VICPostcode 3168
Phone number	03 9975 7888
ACN (if applicable)	006 513 248
Email address	

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

#### 4. Renter details

Each renter that is a party to the agreement must provide their details here.

Full name of **renter 1**

Current Address:  **Postcode**

Phone number:

Email:

Full name of **renter 2**

Current Address:  **Postcode**

Phone number:

Email:

Full name of **renter 3**

Current Address:  **Postcode**

Phone number:

Email:

Full name of **renter 4**

Current Address:  **Postcode**

Phone number:

Email:

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#### 5. Length of the agreement

☒ Fixed term agreement      Start date

(this is the date the agreement starts  
and you may move in)

End date

☐ Periodic agreement  
(monthly)      Start date

**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(\$)  
(payable in advance)

2890.00

To be paid per

☐ week

☐ fortnight

☒ calendar month

Day rent is to be paid (e.g. each  
Thursday or the 11th of each  
month)

31st day of each month

Date first rent payment due

Sat 31/05/2025

The rent will be increasing to

\$2890.00

per month

from

Sat 31/05/2025

7. Bond

The Renter has paid 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 [rtba@justice.vic.gov.au](mailto:rtba@justice.vic.gov.au), or call the RTBA on 1300 13 71 64

Rental bond amount(\$)

2824

Bond lodgement date

Wed 29/05/2024

Bond Lodgement No.

Part B – Standard terms

8. Rental provider's preferred method of rent 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 permitted methods of rent payment)

☐ direct debit

☐ bank deposit

☐ cash

☐ cheque

☐ money order

☒ BPay

☐ other electronic form of payment, including Centrepay

Payment details (if applicable)

Biller code: 417469

BPAY REF: 10434322

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.  
(Rental provider to tick as appropriate)

☒ Yes

Amanda Browne: amandabrowne@mcgrath.com.au

☐ No

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)

**Renter 1** ☒ Yes

Subbulakshmi Natarajan: subbulaksh2000@gmail.com

☐ No

**Renter 2** ☒ Yes

Shivathmika Sampath: shivathmikasampath@gmail.com

☐ No

**Renter 3** ☐ Yes

☐ No

**Renter 4** ☐ Yes

☐ No

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## 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

McGrath Clayton

Emergency phone number

03 9975 7888

Emergency email address

repairsclayton@mcgrath.com.au

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## 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.

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## 12. Owners corporation

Do owners corporation rules apply to the premises?

*If yes, the rental provider must attach a copy of the rules to this agreement.*

(Rental provider to tick as appropriate)

☐ No

☒ Yes

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## 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.

(rental provider to tick as appropriate)

☒ The condition report has been provided

☐ The condition report will be provided to the renter on or before the date the agreement starts

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### 14 Electrical safety activities

- (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 two years at the time the renter occupies the premises, the rental provider must arrange an electrical safety check as soon as practicable.
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### 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 two years at the time the renter occupies the premises, the rental provider must arrange a gas safety check as soon as practicable.
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### 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 occupation date, 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.

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### 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.
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### 18 Relocatable 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.

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### 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](https://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:

- 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](https://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:
  - a family violence intervention order; or
  - a family violence safety notice; or
  - a recognised non-local DVO; or
  - 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/urgentrepairs](https://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 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 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:

- 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
- Rent cannot be increased more than once every 12 months.
- If the rental provider or agent does not provide a receipt for rent, then 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 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.

### 31. Additional terms (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 558 181 for further information or visit [consumer.vic.gov.au/products-and-services/business-practices/contracts/unfair-contract-terms](http://consumer.vic.gov.au/products-and-services/business-practices/contracts/unfair-contract-terms).

### 32. Residential Tenancy Database

In accord with Section 439 (1) of the Act McGrath Clayton will, within 14 days of receipt of a written request, provide a copy of any listing located on a residential tenancy database used by McGrath Clayton subject to the Act.

### 33. Rental Provider Obligations

The Rental Provider may issue a notice to vacate in accord with the Act during the term of this Agreement and the Renter must vacate the Premises at the expiration of the notice period given in the notice to vacate. The Rental Provider or McGrath Clayton may during the last month of the term of this Agreement place a 'to let' notice on the Premises. The Rental Provider or McGrath Clayton may put on the Premises a notice or notices 'for sale' or 'auction' at any time during the term of this Agreement.

The Rental Provider must not increase the Rental more than once in every 12 months.

Unless this Agreement is specified in Item 5 of Part A to be for a fixed term the Rental Provider may, in accord with the provisions of Section 44 of the Act, increase the Rental by giving the Renter at least 60 day's notice of the increase.

This Agreement may only be amended in writing signed by the Rental Provider and the Renter.

Where the Premises form part of a building, the Rental Provider has the right to make and/or alter rules and regulations for the Premises and the Renter will be bound by such rules and regulations of the Act.

### 34. Availability of Premises

McGrath Clayton will use its best endeavours so that the Premises are available on the Commencement Date.

### 35. Payment of Services

The Renter shall pay all charges in respect of the consumption of water, electricity, gas, oil, national broadband network ("NBN") and telephone where the Premises are separately metered for these services as stipulated in the Act.

It is the Renter's responsibility to turn the main switch off to allow the power to be connected as required by the electricity provider. No claim shall be made against the Rental Provider or McGrath Clayton should the power not be connected at the commencement of this Agreement.

The Renter acknowledges that all arrangements for connection of a telephone line or national broadband network ("NBN") connection to the Premises shall be at the cost of the Rental Provider.

### 36. Contents Insurance

The Renter is not required to take out any insurance. Notwithstanding this, the Renter acknowledges that any insurance policy of the Rental Provider does not provide cover for the personal possessions of the Renter. It is strongly recommended that the Renter should take out contents insurance to adequately cover those possessions.

### 37. Use of Premises

The Renter shall only use the Premises for residential purposes unless the prior written consent of the Rental Provider has been obtained for any other use. The Rental Provider may impose reasonable terms and conditions on giving any consent. Any other use may be subject to council or other approval and any costs associated with such approvals will be the responsibility of the Renter. The Renter must not permit any short term or long term letting or licencing the use and/or occupation of any part of the Premises without the prior written consent of the Rental Provider. Any request for consent must be made in writing to McGrath Clayton.

### **38. No Representations**

The Renter acknowledges that no promise, representation, warranty or undertaking has been given by the Rental Provider or McGrath Clayton in relation to the suitability of the Premises for the purposes of the Renter otherwise than as provided in this Agreement. Without limiting Item 21 of Part D of this Agreement, the Rental Provider must ensure that the Premises comply with the rental minimum standards (as set out in Schedule 4 of the Residential Tenancies Regulations 2021), and further that the Premises are vacant and reasonably clean when the Renter moves in.

### **39. 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 Premises.

The Renter acknowledges having received before entering into occupation of the Premises two copies of the Condition Report signed by or on behalf of the Rental Provider as well as a written statement setting out the rights and duties of the Rental Provider and Renter under a tenancy agreement ('Renting a Home - A Guide for Renters'). The Renter acknowledges that the Condition Report provided at the commencement of the tenancy must be signed and returned to McGrath Clayton within 5 business days after entering into occupation of the Premises. If the Condition Report is not returned, the copy held by McGrath Clayton will be accepted as conclusive evidence of the state of repair or general condition of the Premises, at the commencement of this Agreement.

### **40. No Promise of Renewal**

The Renter acknowledges that no promise, representation or warranty has been given by the Rental Provider or McGrath Clayton in relation to any further renewal of this Agreement. Without limiting the generality of clause 5 in Part A of this Agreement, the Renter acknowledges that if this Agreement is specified in Part A, Item 5 of this Agreement as being for a fixed period, then it shall commence on the Commencement Date and end on the Expiry Date.

### **41. Rental Provider Termination**

The Renter acknowledges that the Rental Provider may require possession of the Premises at the termination of this Agreement and may issue a notice to vacate in accord with the Act requiring vacant possession on the expiry of this Agreement.

### **42. Lost Keys**

The Renter is responsible for the replacement of any lost key, auto remote control and the provision of any additional key and any locksmith's charge where any key is mislaid or lost. McGrath Clayton does not guarantee that it holds a spare set of keys to the Premises at its offices.

### **43. Extra Keys**

The Renter acknowledges that should the Renter wish to order any extra key, auto remote control or other access device for the Premises it will be at the expense of the Renter. The Renter acknowledges that copies of all keys/auto remote controls and access devices must be returned to McGrath Clayton at the end of the tenancy without reimbursement.

### **44. Floor Protection**

If the Premises include polished floorboards/floating floor, it shall be the responsibility of the Renter to fit floor protectors to all items of furniture to protect the floorboards from scratching. Stiletto shoes must not be worn at any time by any occupant and/or invitee of the Renter throughout the tenancy to prevent indentation being caused to the floors.

### **45. Changing Locks**

The Renter may change any lock security alarm code and/or other security device at the Premises. If the Renter changes any lock security alarm code and/or other security device, the Renter must give the Rental Provider or McGrath Clayton a duplicate key and/or new security alarm code and/or other access device as soon as practicable.

### **46. Comply with Insurance**

Subject to the Renter having been provided with a copy of any insurance policy maintained by the Rental Provider, the Renter must not knowingly do or allow anything to be done at the Premises that may invalidate any insurance policy or result in the premium being increased above the normal rate. For the avoidance of

doubt the Rental Provider is responsible for payment of insurance, and nothing in this clause requires the Renter to take out or pay for any insurance.

**47. No Invalidating Insurance**

The Renter shall not do or allow anything to be done which would invalidate any insurance policy on the Premises or increase the premium including (but not limited to) the storage of flammable liquids or the use of any kerosene or oil burning heater at the Premises. For the avoidance of doubt the Rental Provider is responsible for payment of insurance, and nothing in this clause requires the Renter to take out or pay for any insurance.

**48. Protection Against Damage**

The Renter must take reasonable measures so that anyone that the Renter has allowed or permitted to be at the Premises does not cause damage to the Premises. This obligation shall not extend to the Rental Provider or McGrath Clayton or their respective contractors.

**49. Shared Services**

The Renter shall not do or allow to be done anything at the Premises that will cause the shared service facilities including (but not limited to) any driveway, lift or stairwell to become obstructed, untidy, damaged or used for any purpose other than for which it may be intended.

**50. No Servicing Vehicles**

The Renter must not service or repair or allow the service or repair of any motor vehicle, motorcycle, boat or caravan at the Premises except minor routine maintenance and cleaning, other than greasing and changing oil.

**51. Report Damage or Injury**

The Renter shall notify McGrath Clayton immediately in writing on becoming aware of any damage to or defects in the Premises or breakdown of facilities, whether or not it might injure a person or cause damage to the Premises.

**52. Notify Blockages**

The Renter must as soon as practicable notify the Rental Provider or McGrath Clayton of any blockage or defect in any drain, water service or sanitary system. No item that could cause a blockage including (but not limited to) any feminine hygiene product, disposable nappy or excessive amounts of toilet paper may be flushed down the sewerage septic stormwater or drainage systems. The Renter must pay the Rental Provider all reasonable expenses that are incurred in rectifying any defect or blockage that may be caused by the Renter or a person that the Renter has allowed or permitted to be at the Premises. This obligation shall not extend to any defect or blockage caused by the Rental Provider or McGrath Clayton or their respective contractors.

**53. Alterations**

The Renter shall not paint or affix any sign or any antenna or cabling onto the Premises without the prior written consent of the Rental Provider. The consent of the Rental Provider will not be unreasonably withheld. The consent of the Rental Provider may be made subject to any reasonable condition including (but not limited to) removal of the thing affixed when the tenancy is terminated. The Renter's rights and obligations in relation to modifications are set out in Part D, Item 22 of this Agreement. The Rental Provider may require the Renter to remove such items affixed and make good any damage caused by such removal.

**54. Rubbish**

The Renter shall deposit all rubbish including any carton and newspaper in a proper rubbish receptacle with a close fitting lid as required by the local council. Such rubbish receptacle shall be kept only in the place provided and placed out by the Renter for collection and returned to its allotted place in accord with local council by-laws and/or good practice.

**55. Pests**

The extermination of all pests including (but not limited to) any rat, cockroach, mouse, flea, ant or other pest that may infest the Premises is considered an urgent repair and shall be dealt with in accordance with Part D, Item 25 of this Agreement.

**56. Hanging Clothes**

The Renter shall not hang any clothes outside the Premises other than where provision for the hanging of

clothes has been provided. The Renter must use any clothes drying facilities in the manner required by the Rental Provider or any owner's corporation.

**57. Replace Light Globes**

The Renter shall, at the Renter's expense, replace with a similar type style and feature/attribute any lighting tube, globe and down-light (including any starter ballast or transformer) at the Premises which become defective during the term or any extension of this Agreement unless the defect is proven to be caused by faulty wiring or a defective fitting.

**58. Smoke Free Zone**

The Renter acknowledges that the Premises are a 'Smoke Free Zone' and the Renter will ensure that the Renter and any invitees do not smoke inside the Premises.

**59. Payment of Rental**

All payments of Rental shall be made without demand by or on behalf of the Rental Provider and on time. No part payment will be accepted. All payments of Rental are to be made by the method advised in Item 8 in Part B of this Agreement or as notified in writing by McGrath Clayton from time to time.

**60. Rental Increase**

If the Renter disagrees with a Rental increase sought by the Rental Provider, the Renter may apply to the Director of Consumer Affairs Victoria for an investigation, provided the application to the Director of Consumer Affairs Victoria is made within 30 days after the notice of the Rental increase is given by or on behalf of the Rental Provider.

**61. Maintain Garden**

The Renter must maintain any garden at or adjacent to the Premises including the mowing and edging of any lawn, light trimming/pruning of small trees, shrubs and taking care of plants. Garden beds, paths and paving are to be maintained by the Renter in a neat and tidy condition, free of weeds and so far as is reasonably possible, free of garden pests and properly watered. When watering any garden, the Renter must comply with any government watering restrictions in place, from time to time. It is the responsibility of the Renter to maintain any water feature/fountain or pond at the Premises. The Renter must maintain the water quality and keep the water feature/fountain or pond clean as per the Condition Report at the commencement of the tenancy and taking into account fair wear and tear.

**62. Watering System**

If any garden is watered by a watering system and/or via any tank water, the Renter must maintain the system and/or tank in the state of repair and condition it was in at the start of this Agreement (fair wear and tear excepted). The Renter is not required to repair damage to the watering system caused by the Rental Provider, McGrath Clayton or their contractors.

**63. Rental Provider Repairs**

The Renter acknowledges that the Premises may require maintenance during the tenancy due to unforeseen acts of nature, wear and tear or other causes. Should this occur, the Rental Provider will use best endeavours to rectify any damage in a timely manner and in conjunction with any insurer and/or tradespeople appointed by any insurer. The Renter agrees to allow the Rental Provider or any tradespeople reasonable access to carry out any such repairs.

The Rental Provider must ensure that the Premises are provided and maintained in good repair. If there is a need for an urgent repair the Renter must notify McGrath Clayton in writing.

**64. Urgent Repairs**

The Renter acknowledges that McGrath Clayton is authorised to attend to urgent repairs to a maximum of \$2,500.00 (including GST) and the Renter agrees to use all reasonable efforts to contact McGrath Clayton during business hours or after hours information service on 03 9975 7888 or McGrath Clayton approved after hours emergency tradespeople before any urgent repairs are completed. Please refer to the booklet 'Renting a Home - A guide for Renters' as provided for classification of urgent repairs.

**65. Vehicle Parking**

The Renter shall not park or allow any vehicle to be parked on the Premises or in any garage facilities made available for use by the Renter as part of this Agreement which leaks oil unless a suitable oil drip tray is provided. No visitor cars are permitted to be parked at the Premises unless any dedicated visitor parking is

provided by the Rental Provider or any owner's corporation. The Renter acknowledges that if the Premises are advertised without any off-street parking being made available, it shall be the responsibility of the Renter to enquire with the local council whether any parking permit is required for on-street parking in the vicinity of the Premises and/or otherwise make independent arrangements for the parking of any motor vehicle.

**66. Pets**

The Renter must not keep any animal, bird, or other pet at the Premises without first obtaining the written permission of the Rental Provider or McGrath Clayton. Permission will not be unreasonably withheld. In giving permission, the Rental Provider or McGrath Clayton may impose reasonable conditions. It is not unreasonable for the Rental Provider or McGrath Clayton to withhold permission if the rules of an owner's corporation prohibit pets being on common property or kept on the Premises. If an occupant of the Premises is blind, permission will not be required for the occupant to have a trained guide dog at the Premises (unless permission must be obtained from an owner's corporation). To seek the written permission of the Rental Provider or McGrath Clayton to keep a pet at the Premises the Renter must complete and provide a pet request form.

**67. Pools and Water Features**

The Renter must not install any pool, spa, pond or any other water retaining device (either inflatable or constructed) at the Premises without the express written permission of the Rental Provider. The Renter also agrees that should any such permission be granted it will be conditional on the Renter obtaining and providing evidence to the Rental Provider, of compliance with Council or any other regulations relating to pool installation or pool fencing requirements prior to the installation taking place.

**68. Rental Provider Entry**

Subject to compliance with the Act, the Rental Provider or McGrath Clayton has the right to enter the Premises:

- To carry out duties specified in this Agreement, or the Act or any other legislation or law;
- To value the Premises or any property of which the Premises form part, provided that at least 7 days' written notice has been given to the Renter;
- At any time between 8am and 6pm on any day (except a public holiday), for the purposes of showing prospective buyers or financial lenders through the Premises, provided that at least 48 hours' written notice has been given to the Renter;
- At any time between 8am and 6pm on any day (except a public holiday), for the purposes of showing prospective new renters through the Premises provided that at least 48 hours' written notice has been given to the Renter (and provided that such entry occurs in the period that is within 21 days before the termination date specified in the notice to vacate or notice of intention to vacate and otherwise subject to the requirements of the Act);
- To verify a reasonable belief that the Renter or any occupier may not have met any duties as a Renter of the Premises, provided that at least 24 hours' written notice has been given to the Renter;
- To make one general inspection provided that entry for that purpose has not been made within the last 6 months, and provide further that at least 7 days' written notice has been given to the Renter.

**69. Assignment and Sub-Letting**

If during the term of the tenancy the people in occupation of the Premises change -

The Renter must as soon as practicable notify the Rental Provider or McGrath Clayton in writing and comply with clause 27 in Part D of this Agreement.

The Renter acknowledges that the Renter will be required to reimburse the Rental Provider or McGrath Clayton for any cost or charge incurred in preparing a written transfer of this Agreement in accord with the fees within the Rental Provider's appointment of McGrath Clayton as agent to manage the Premises.

**70. Rental Provider Notice**

If the Rental Provider requires possession of the Premises when the tenancy ends, the Rental Provider will give the Renter the notice required by and in the manner prescribed by the Act.

**71. Renter Notice**

If the Renter wishes to vacate the Premises at the expiration of this Agreement the Renter must give the



Rental Provider written notice of the intention of the Renter to vacate at least 28 days prior to the expiration of this Agreement.

#### **72. Periodic Tenancy**

If the Renter remains in occupation of the Premises after the expiration of this Agreement and does not enter into a new fixed term Agreement the tenancy reverts to a periodic tenancy such that the Renter must give written notice of the intention of the Renter to vacate the Premises specifying a termination date that is not earlier than 28 days after the day on which the Renter gives written notice.

#### **73. Rental Provider Expenses**

If the Renter decides to vacate the Premises during the term of this Agreement for whatever reason, the Renter shall be responsible for reimbursing to the Rental Provider or McGrath Clayton the following costs:

1. A pro rata letting fee;
2. Marketing costs as incurred by McGrath Clayton;
3. National tenancy database checks on each applicant or as required;
4. The continued payment of Rental until the first to occur of the Premises being relet or the current term of this Agreement expiring;
5. If the Premises are relet at a lower Rental, the Renter must pay to the Rental Provider any difference or shortfall as required for the unexpired portion of the term of this agreement subject to legal requirements.

#### **74. Return Keys**

The Renter acknowledges that it is the responsibility of the Renter on the termination of this Agreement to deliver all keys and any auto remote controls for the Premises to McGrath Clayton during business hours and to continue paying Rental until such time as all keys and auto remote controls are delivered.

#### **75. No Set-Off**

The Renter acknowledges that pursuant to the Act, the Renter cannot refuse to pay Rental on the grounds that the Renter intends to regard any part of the Bond as rent paid by the Renter. The Renter acknowledges that failure to comply with the Act may render the Renter liable to a penalty.

#### **76. Remove Personal Property**

The Renter shall be responsible for the removal of any furniture, fitting, personal property, motorcycle, car or boat spare parts or any other equipment at the termination of the tenancy, and shall reinstate the Premises or the land on which it is situated to the condition which existed at the commencement of the tenancy subject only to fair wear and tear.

#### **77. Window Cleaning**

If required in order to return the Premises to the state evidenced in the condition report or if otherwise required due to the size, location or inaccessibility of the windows at the Premises, the Renter agrees to have all windows at the Premises cleaned (both internally and externally) in a professional manner at the Renter's own cost immediately prior to vacating the Premises and taking into account fair wear and tear.

#### **78. Carpet Cleaning**

If required in order to return the Premises to the state evidenced in the condition report, the Renter will at the termination of the tenancy (whatever the cause of the termination might be) arrange for the carpet or rugs in the Premises to be professionally steam cleaned or dry cleaned (at the direction of the Rental Provider) by a reputable carpet cleaning contractor at the Renter's own cost and provide McGrath Clayton with an invoice/receipt for such work. The cleanliness of the carpet as stated on the ingoing condition report completed at the commencement of the tenancy will be taken into consideration in assessing the quality or outcome of such cleaning and taking into account fair wear and tear.

#### **79. Definitions and Interpretation**

All terms used in this Agreement shall have the meanings given to them in the Schedule which shall form part of this Agreement and Act means Residential Tenancies Act 1997 including any subordinate regulations and Schedule means the schedule to this Agreement and Agreement means this document incorporating the Schedule and all attachments to this document.

#### **80. Electronic Notices**

The Renter acknowledges that the Renter is entering into a binding Agreement if this Agreement is signed

utilising an electronic signature. Unless indicated to the contrary in the Item 9 of Part B of this Agreement, the Renter consents to the electronic service of notices and other documents in accord with the requirements of the Electronic Transactions (Victoria) Act 2000. The Rental Provider consents to the electronic service of notices and other documents in accord with the requirements of the Electronic Transactions (Victoria) Act 2000 at the email address of McGrath Clayton. If the Renter has not consented to the electronic service of notices and other documents in accord with the requirements of the Electronic Transactions (Victoria) Act 2000 the Rental Provider shall not infer consent to the electronic service from the receipt or response to emails or other electronic communications.

**81. Change of Electronic Address**

The Rental Provider and the Renter must give immediate written notice to the Other Party and McGrath Clayton if the email address for the electronic service of Notices or other documents is changed or any other contact details are changed.

**82. Withdraw Consent**

The Renter may withdraw consent to the electronic service of notices or other documents by giving written notice to the Rental Provider or McGrath Clayton but such notice shall only become effective on receipt by the Rental Provider or McGrath Clayton.

**83. Furnishings**

If the Premises are let fully furnished or semi-furnished the Renter acknowledges that any furniture, fittings and chattels included in the Premises are listed in an attachment to this Agreement or in the Condition Report and the Renter further acknowledges that all such items are in good condition as at the date of this Agreement unless specifically noted to the contrary.

**84. Care for Furnishings**

The Renter agrees to care for and maintain any items of furniture, fittings and chattels leased with the Premises during the tenancy and deliver them to the Rental Provider at the end of the tenancy in the same condition as at the Commencement Date (fair wear and tear excepted). The Renter must follow any care or manufacturer's instruction manuals provided to properly care for any such furniture fittings and chattels leased with the Premises.

**85. Repair/Replacement of Furnishings**

At the end of the tenancy, the Renter must replace with items of equivalent quality features functionality and condition any of the items of furniture fittings and chattels leased with the Premises which have been damaged destroyed or rendered inoperable/useful during the term of this Agreement (fair wear and tear excepted).

**86. Cost of Repairs/Replacements**

The Renter acknowledges that the Renter may be liable for any repairs or maintenance costs to any furniture fittings and chattels leased with the Premises if the Renter has failed to comply with any manufacturer's recommendations if it results in loss or damage to any item of furniture fittings or chattels leased with the Premises.

**87. Owners Corporation**

A copy of the rules of any Owner's Corporation affecting the Premises are attached to this Agreement. The Renter must comply with the rules of the owner's corporation or any amending/superseding rules, a copy of which are provided to the Renter. The Renter is not obliged to contribute to owner's corporation capital costs or other owner's corporation expenses that would but for this clause be payable by the Rental Provider.

**1. URGENT AFTERHOURS MAINTENANCE PROCEDURE:**

We have recently changed our afterhours urgent maintenance procedure please see below instructions if you have an afterhours urgent maintenance, please note if your maintenance isn't listed below it is classed as NON-URGENT this needs to be put in writing to your property manager and will be responded to the next business day.

**Should an urgent maintenance repair become apparent after McGrath Clayton office hours (being 9:00am – 5:30pm Monday – Friday) please email [repairsclayton@mcgrath.com.au](mailto:repairsclayton@mcgrath.com.au) so we can action the necessary repairs first thing the following business day.**

Should a necessary repair be required please contact our preferred tradespeople:

Plumbcare 0419 377 332

NH Electrical - 0404 836 571

Nonstop Locksmiths: 0418 444 166

Should you be required to contact the SES for any weather related incidents, please be sure to email your property manager to advise them of these incidents.

SES contact number – 132 500

Below is a list of urgent repairs. If it is not on the list the repairs must be in writing in accordance with the Residential Tenancy Act.

### **URGENT REPAIRS**

- A burst water service
- A blocked or broken toilet system (where there is no other working toilet at the property)
- A serious roof leak – please note if it is raining tradespeople usually cannot attend to issues on the roof for safety reasons, in serious cases the SES (State Emergency Services) would need to be contacted
- A gas leak – if the leak is coming from the gas meter itself you will need to contact your gas provider
- A dangerous electrical fault
- Flooding or serious flood damage – if the flooding is a result of the weather please contact the SES
- Serious storm or fire damage – please call the SES if you have a fallen tree or large branches
- A failure or breakdown of any essential services or appliances provided by the Landlord or agent for hot water, water, cooking, heating and laundering
- A failure or breakdown of the gas, electricity or water supply – you will need to contact your providers first to ensure there is no issue on their end causing the failure ie. a black out in the area
- Any fault or damage in the premises that makes the premises unsafe or insecure
- Any fitting, or fixtures which are not working properly and causes a substantial amount of water to be wasted – please use your judgement to decide whether the water can be turned off at the mains until the next business day.
- A serious fault in a lift or staircase in the rental premises.

## **2. 88. Residential Tenancies Act 1997**

### **88. Residential Tenancies Act 1997**

Each party must comply with the Residential Tenancies Act 1997.

(NOTE: Reference should be made to the Residential Tenancies Act 1997 for further rights and duties)

### **89. Utility Charges**

1. THE RENTAL PROVIDER is liable for the costs and charges set out in section 53(1) and (if applicable) section 54 of the Residential Tenancies Act 1997 (Note: details of the costs and charges are available at [www.parliament.vic.gov.au](http://www.parliament.vic.gov.au) click on “Legislation and Bills” then click on “Victorian Law Today” and follow the prompts)

2. The RENTER is liable of the costs and charges set out in section 52 of the Residential Tenancies Act 1997 (Note: details of the costs and charges are available at [www.parliament.vic.gov.au](http://www.parliament.vic.gov.au) click on “Legislation and Bills” then click on “Victorian Law Today” and follow the prompts)
3. If a service is damaged or disconnected because of the fault of THE RENTAL PROVIDER or the fault of their contractors THE RENTAL PROVIDER must have the service repaired or reconnected and pay the expense of doing so. If a service is damaged or disconnected because of the fault of the RENTER or any person the RENTER has allowed or permitted to be on the premises, the RENTER must have the service repaired or reconnected and pay the expense of doing so
4. If the RENTER disconnects or changes the supplier of a service, the RENTER must pay any expense in connection with having the service disconnected and another service connected

## **90. THE RENTAL PROVIDER Insurance**

1. The RENTER will not knowingly do or allow anything to be done on the premises that may invalidate THE RENTAL PROVIDER's insurance policies or result in the premiums being increased above the normal rate. (The RENTER does not have to comply with this obligation until provided with a copy of THE RENTAL PROVIDER's insurance policies.)
2. The RENTER agrees to pay to THE RENTAL PROVIDER any excess incurred as a result of the accidental breakage of glass, toilet bowls, or wash basins in the premises if the damage has been caused by the RENTER or by a person the RENTER has allowed or permitted to be on the premises. The obligation does not apply if the accidental breakage is caused by the RENTAL PROVIDER or their contractors.
3. The RENTER acknowledges that THE RENTAL PROVIDER's insurance policies do not provide cover for the RENTERS' possessions (Note: it is strongly recommended the RENTER takes out contents Insurance to adequately cover his/her possessions)

## **91. Lease break**

The RENTER agrees that in the event that the RENTER desires to terminate this tenancy prior to the due date, he/she acknowledges that he/she is responsible for payment of:

1. rent until the property is re-let or until the expiration of the term of the lease
2. a pro-rata letting fee
3. advertising or marketing expenses incurred
4. rental data base checks on applications

## **92. Renter intending to leave when the lease ends**

If the RENTER intends to vacate the premises at the end of the tenancy, written notice of the RENTER's intention to vacate must be given to THE RENTAL PROVIDER 28 days before the tenancy comes to an end.

## **93. RENTER TRANSFER**

THE RENTAL PROVIDER has approved the tenancy in the names stated on the lease agreement. If a new RENTER wishes to occupy the property, their application must be similarly approved before moving in.

Transferring the lease from one RENTER to another is referred to as *assignment* in the Residential Tenancies Act 1997.

### **Assignment**

The existing RENTER can assign their interest in a tenancy agreement if the RENTER is a sole RENTER or a CO-RENTER. However, before assigning their interest in the lease to someone else, **the RENTER must get the consent from THE RENTAL PROVIDER.**

To arrange the assignment of a lease, **the RENTER must inform THE RENTAL PROVIDER in writing of their intention.** THE RENTAL PROVIDER will then process the lease transfer request and submit it to THE RENTAL PROVIDER for approval.

If a RENTER transfers (assigns) their tenancy without THE RENTAL PROVIDER's consent, a 14-day Notice to Vacate (end the tenancy and leave the property) might be given. This notice applies to the new RENTER(s) as well as those named on the lease.

As stated in the Residential Tenancies Act 1997 - Sect 253 - Assignment or sub-letting without consent:

(1) A RENTAL PROVIDER may give a RENTER a notice to vacate rented premises if the RENTER has assigned or sub-let or purported to assign or sub-let the whole or any part of the premises without THE RENTAL PROVIDER's consent.

(2) The notice must specify a termination date that is not less than 14 days after the date on which the notice is given.

### **Processing of RENTER Transfer request, fee and property inspection**

Once all the required documents have been received and the RENTER Transfer request is approved by THE RENTAL PROVIDER, an admin fee of \$220.00 (including GST) is required to be paid by each ingoing and/or outgoing RENTER/s.

A property inspection is required to be conducted before the RENTER Transfer process is completed.

All RENTERS (incoming, outgoing and continuing) must come into our office at the same time to sign the transfer paperwork. An appointment is to be arranged by THE RENTAL PROVIDER and all RENTERS

### **Transferring the bond**

All RENTERS must complete the Bond Transfer form to change ownership of the bond.

Please note that the RTBA does not make part-repayments on bonds. Adjustment of contributions to the bond between all RENTERS is a private matter between those parties. The RTBA and THE RENTAL PROVIDER will only record the name changes.

### **Responsibilities**

By transferring the lease, the new and remaining occupants accept full responsibility for the rent and the condition report at the termination of the tenancy and, understand the terms of the tenancy contract that have been signed.

## **94. AIR CONDITIONER CARE & FILTER CLEANING**

### **Check the instructions**

The air conditioner should have instruction manual that details how to access and clean the air filters and any other user-maintainable parts. If the book is not available, a copy of the manual can be downloaded from the manufacturer's website.

**NOTE: Make sure the unit is turned off at the wall before any maintenance is done on it.**

### **How to clean the air conditioner filters**

The indoor air conditioner unit has air filters that need regular cleaning. The more clogged the filter, the harder the air conditioner has to work to push air through it. That can mean higher running costs.

It is usually a simple matter of popping open the plastic cover and removing the filter (there may be more than one).

Manufacturers usually recommend that the filters are cleaned every few weeks, but it depends how often the air conditioner is used. The more the air conditioner is used, the more often the filters should be cleaned. The RENTER should aim to clean the filters at least twice per year.

There are usually one or two main filters in the indoor unit. There might also be an air purification filter (such as a HEPA or carbon filter) that can be removed and cleaned; this type of filter will eventually need to be replaced, perhaps every year or two.

- Take the filters outside for a good brush or shake. Filters can be [vacuumed](#) for a thorough clean; use the vacuum cleaner's dusting brush head if available.
- If the filters are very dirty and grimy, they can be washed in warm water with some mild [detergent](#) and then rinsed. Make sure they are completely dry before putting them back in the unit.

### **How to clean the air conditioners louvres**

The RENTER may also be able to remove the indoor unit's louvres (the oscillating blades that direct the air flow). The louvres and the space behind them inside the unit are to be thoroughly cleaned with a dry cloth or with the vacuum cleaner.

### **How to clean the outdoor air conditioner unit**

Keep the outdoor compressor unit clear of surrounding grass and plants, and brush away dust, leaves and cobwebs regularly.

Running a vacuum cleaner/broom over the air intake can help clear dust from inside.

## **95. PROHIBITING SUBLETTING AND SHORT TERM ACCOMMODATION AT THE RENTED PREMISES.**

The RENTER agrees that this Lease Annexure is a core term of this tenancy agreement and that they are prohibited to lease/rent the whole or any part of the premises for any short stay accommodation purposes.

The entire premises have been leased for the exclusive possession of the RENTER/S named in this lease, as such, no part of the rented premises may be leased to, or occupied by, any other person.

THE RENTAL PROVIDER and RENTER hereby agree that if the RENTER is found to be advertising short term stays for any reward, and this is brought to the RENTER's attention by THE RENTAL PROVIDER, THE RENTAL PROVIDER can give a 14 day Notice to Vacate the premises for illegal subletting and apply to the Tribunal for possession of the premises.

*It is strictly prohibited to allow short term or long term guests to reside in the premises, including utilising companies such as, but not limited to AirBnb, Roomorama and Couchsurfing.*

The RENTER/S hereby acknowledge having specifically read and understood this clause and understands that the premises cannot be sublet at any time throughout the tenancy.

## Property Disclosures

This section contains important disclosures from your Rental Provider about the rented premises:

### Embedded Electricity Network

Is the electricity supplied to the property from an embedded electricity network?

(An embedded electricity network is a privately owned and managed electricity network that may often supply all premises within a specific area or building and connect to the national electric grid through a parent connection point.)

If electricity is supplied to the premises via an embedded electricity network, you must provide further information below about the network operator as it is required to be provided to the Renter.

Please provide the trading name, ABN and contact details (including phone number and website) of any embedded electricity network provider that is applicable to this property.

☒ Yes ☐ No

Comments

[AGL Energy](#)

### Intention to Sell

Has an agent been engaged to sell the property, a contract of sale prepared or an ongoing proposal to sell the property?

If yes, please provide details below.

☐ Yes ☒ No

Comments

-

### Homicide

Are the premises or common property known to have been the location of a homicide in the last 5 years?

☐ Yes ☒ No

Comments

-



## Drug Contamination

Are the premises known to be contaminated because of prior use of the premises for the trafficking or cultivation of a drug of dependence in the last 5 years?

☐ Yes ☒ No

Comments

-

## Mould or Dampness

In the last 3 years, has the premises been subject to a repair notice relating to mould or damp in the premises caused by or related to the building structure?

☐ Yes ☒ No

Comments

-

## Safety Checks

Has the premises had the required gas safety check, electrical safety check and pool barrier compliance check (if applicable) carried out?  
If they have been carried out, please provide the dates of the latest applicable checks below.

☐ Yes ☒ No

Comments

-

## Safety Check Recommendations

Are there any outstanding recommendations for work to be completed at the premises from a gas safety check and electrical safety check?

☐ Yes ☒ No

Comments

-

## Asbestos

Are the premises known to have friable or non-friable asbestos based on an inspection by a suitably qualified person?

☐ Yes ☒ No

Comments

-

## Building/Planning Permit

Are the premises known to be affected by a building or planning application that has been lodged with the relevant authority?

☐ Yes ☒ No

Comments

-

## Building Work Dispute

Is there a current domestic building work dispute under the Domestic Building Contracts Act 1995 which applies to or affects the premises?

☐ Yes ☒ No

Comments

-

## OC Dispute

Is there a current dispute under Part 10 of the Owners Corporations Act 2006 which applies to or affects the premises?

☐ Yes ☒ No

Comments

-

## Building Defects/Safety Concerns

Are the premises or common property the subject of any notice, order, declaration, report or recommendation issued by a relevant building surveyor, municipal building surveyor, public authority or government department relating to any building defects or safety concerns associated with the rented premises or common property at the time of disclosure?  
If yes, please provide further details and a description of the notice, order, declaration, report or recommendation below.

☐ Yes ☒ No

Comments

-

## Heritage Register

Are the premises considered a registered place?  
Registered Place meaning, a place included in the Heritage Register within the meaning of section 3(1) of the Heritage Act 2017.

☐ Yes ☒ No

Comments

-

## Minimum Standards

Do the premises comply with the rental minimum standards?  
The rental minimum standards are new regulations that came into effect on the 29th March 2021 and all rented premises must comply with important requirements relating to amenity, safety and privacy. Rental providers have a duty to ensure their property meets these standards.  
Information on the specific requirements of the minimum standards can be found on the Consumer Affairs website (<https://www.consumer.vic.gov.au/housing/renting/changes-to-renting-laws/resources-for-practitioners/fact-sheet-26-rental-minimum-standards>).  
If the premises does not meet any of the requirements, please provide details below.

☒ Yes ☐ No

Comments

-

## Right To Let the Premises

Are you the owner of the property?

If you are not, please advise the specifics of your rights to let the property on the owners behalf.

☒ Yes ☐ No

Comments

-

## Mortgagee Possession

Has a mortgagee commenced a proceeding to enforce a mortgage over the property or taking action for possession of the property?

☐ Yes ☒ No

Comments

-

### Renter Acknowledgement

1. Subbulakshmi Natarajan viewed and acknowledged at Thu, 13/03/2025 22:11 from device: Mac OS X 10.15.7 Mac Chrome 133.0.0
2. Shivathmika Sampath viewed and acknowledged at Fri, 14/03/2025 18:10 from device: Mac OS X 10.15.7 Mac Chrome 133.0.0

## Privacy Collection Notice

As professional property managers **McGrath Clayton** collects personal information about you. To ascertain what personal information we have about you, you can contact us on: 03 9975 7888

### Primary Purpose

As professional property managers, **McGrath Clayton** collect your personal information to assess the risk in providing you with the lease / tenancy of the **Premises** you have requested, and if the risk is considered acceptable, to provide you with the lease / tenancy of the **Premises**.

To carry out this role, and during the term of your tenancy, we usually disclose your personal information to:

- The **Rental Provider**
- The **Rental Provider's** lawyers
- The **Rental Provider's** mortgagee
- Referees you have nominated
- Organisations / Tradespeople required to carry out maintenance to the **Premises**
- Third party organisations required to provide **McGrath Clayton** services
- Rental Bond Authorities
- Residential Tenancy Tribunals / Courts
- Collection Agents
- National Tenancy Database (National Tenancy Database is a division of Equifax Pty Ltd) for purposes of checking an applicant's tenancy history.  
The database operator can be contacted for information on the service or to request a copy of the data held via email at [info@tenancydatabase.com.au](mailto:info@tenancydatabase.com.au) or by submitting the request form on their website at the following address  
<https://www.tenancydatabase.com.au/contact-us>
- Other Real Estate Agents, **Rental Providers** and Valuers

### Secondary Purpose

**McGrath Clayton** also collect your personal information to:

- Enable us, or the **Rental Provider's** lawyers, to prepare the lease / tenancy documents for the **Premises**.
- Allow organisations / tradespeople to contact you in relation to maintenance matters relating to the

### Premises.

- Pay / release rental bonds to / from Rental Bond Authorities (where applicable).
- Refer to Tribunals, Courts and Statutory Authorities (where necessary).
- Refer to Collection Agent / Lawyers (where default / enforcement action is required).
- Provide confirmation details for organisations contacting us on your behalf i.e. Banks, Utilities (Gas, Electricity, Water, Phone), Employers, etc.

If your personal information is not provided to us and you do not consent to the uses to which we put your personal information, **McGrath Clayton** cannot properly assess the risk to our client, or carry out our duties as professional property managers. Consequently, we then cannot provide you with the lease / tenancy of the **Premises**. You also acknowledge that our related financial services company may contact you from time to time to explain other services that this company may be able to provide.

Our privacy policy contains information about how you may access the personal information we hold about you, including information about how to seek correction of such information. We are unlikely to disclose any of your personal information to overseas recipients.

The **McGrath Clayton** privacy policy contains information about how you may complain about an alleged breach of the Australian Privacy Principles, and how we will deal with such a complaint.

The **McGrath Clayton** privacy policy can be viewed without charge on the **McGrath Clayton** website; or contact your local **McGrath Clayton** office and we will send or email you a free copy.

### Disclaimer

**McGrath Clayton** its directors partners employees and related entities responsible for preparing this **Agreement** believe that the information contained in this **Agreement** is up to date and correct. However no representation or warranty of any nature can be given intended or implied and the **Rental Provider** and the **Renter** should rely on their own enquiries as to the accuracy of any information or material incorporated in this **Agreement**. The law is subject to change without notice and terms and conditions in this **Agreement** may be amended as a result. **McGrath Clayton** disclaims all liability and responsibility including for negligence for

any direct or indirect loss or damage suffered by any person arising out of any use and/or reliance on this **Agreement** or any information incorporated in it.

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## Signatures

This agreement is made under the Act.

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

### Rental Provider

Rental Provider 1: **Minh Quan Le**

*Quan*

*Signed at Fri, 14/03/2025 21:22 , from device: Windows 10 Other Edge 134.0.0*

Rental Provider 2: **Hong Ngoc Le**

*Hong Ngoc Le*

*Signed at Sat, 15/03/2025 18:56 , from device: Android 10 K Chrome Mobile 134.0.0*

### Renter(s)

Renter 1: **Subbulakshmi Natarajan**

*Subbulakshmi Natarajan*

*Signed at Thu, 13/03/2025 22:11 , from device: Mac OS X 10.15.7 Mac Chrome 133.0.0*

Renter 2: **Shivathmika Sampath**

*Shivathmika Sampath*

*Signed at Fri, 14/03/2025 18:10 , from device: Mac OS X 10.15.7 Mac Chrome 133.0.0*

## AUDIT TRAIL

### Subbulakshmi Natarajan (Renter)

Mon, 03/03/2025 16:52 - Subbulakshmi Natarajan clicked 'start' button to view the Residential Rental Agreement  
(iOS 18.3.1 iPhone Chrome Mobile iOS 133.0.6943, IP: 49.190.245.241)

Thu, 13/03/2025 22:08 - Subbulakshmi Natarajan clicked 'start' button to view the Residential Rental Agreement  
(Mac OS X 10.15.7 Mac Chrome 133.0.0, IP: 49.190.245.241)

Thu, 13/03/2025 22:11 - Subbulakshmi Natarajan stamped saved signature the Residential Rental Agreement  
(Mac OS X 10.15.7 Mac Chrome 133.0.0, IP: 49.190.245.241)

Thu, 13/03/2025 22:11 - Subbulakshmi Natarajan submitted the Residential Rental Agreement (Mac OS X  
10.15.7 Mac Chrome 133.0.0, IP: 49.190.245.241)

**Shivathmika Sampath (Renter) - Delegated to Subbulakshmi Natarajan**

Fri, 14/03/2025 18:09 - 'Proceed' button is clicked on landing page to pass control to Shivathmika Sampath  
(Mac OS X 10.15.7 Mac Chrome 133.0.0, IP: 49.190.245.241)

Fri, 14/03/2025 18:09 - Shivathmika Sampath clicked 'start' button to view the Residential Rental Agreement  
(Mac OS X 10.15.7 Mac Chrome 133.0.0, IP: 49.190.245.241)

Fri, 14/03/2025 18:10 - Shivathmika Sampath stamped saved signature the Residential Rental Agreement  
(Mac OS X 10.15.7 Mac Chrome 133.0.0, IP: 49.190.245.241)

Fri, 14/03/2025 18:10 - Shivathmika Sampath submitted the Residential Rental Agreement (Mac OS X 10.15.7  
Mac Chrome 133.0.0, IP: 49.190.245.241)

**Minh Quan Le (Rental Provider)**

Fri, 14/03/2025 21:20 - Minh Quan Le clicked 'start' button to view the Residential Rental Agreement

Fri, 14/03/2025 21:22 - Minh Quan Le stamped saved signature the Residential Rental Agreement

Fri, 14/03/2025 21:22 - Minh Quan Le submitted the Residential Rental Agreement

**Hong Ngoc Le (Rental Provider)**

Sat, 15/03/2025 18:56 - Hong Ngoc Le clicked 'start' button to view the Residential Rental Agreement

Sat, 15/03/2025 18:56 - Hong Ngoc Le stamped saved signature the Residential Rental Agreement

Sat, 15/03/2025 18:57 - Hong Ngoc Le submitted the Residential Rental Agreement

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**AGREEMENT END**

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