

# Residential Rental Agreement

no more than 5 years

**Residential Tenancies Act 1997 (Section 26(1))**

**Residential Tenancies Regulations 2021 (Regulation 10(1))**

- This is your residential rental agreement. It is a binding contract under the **Residential Tenancies Act 1997** (the Act).
- Parts A, B, C and E are the terms of your agreement. Part D is a summary of your rights and obligations.
- Do not sign this agreement if there is anything in it that you do not understand.
- Please refer to [Renters Guide](#) for details about your rights and responsibility.
- For further information, visit the renting section of the Consumer Affairs Victoria (CAV) website at [www.consumer.vic.gov.au/renting](http://www.consumer.vic.gov.au/renting) or call 1300 558 181.

## PART A – BASIC TERMS

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

### 1. Date of agreement

This is the date the agreement is signed: 13 / 06 / 2023

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

Street: Room 8 / 842 Blackburn Road  
 Suburb: Clayton State: VIC Postcode: 3168

### 3. Rental provider's details

Full name or Company name: EIGHT FOUR TWO PTY LTD  
 ABN/ACN (if applicable): \_\_\_\_\_

(Please fill out details below where no agent is acting for the rental provider)

Address: 842 Blackburn Road,  
Clayton State: VIC Postcode: 3168  
 Phone number: \*\*\*\*\* Email: tony.layandro@roomingkos.com

Full name or Company name: \_\_\_\_\_  
 ABN/ACN (if applicable): \_\_\_\_\_

(Please fill out details below where no agent is acting for the rental provider)

Address: \_\_\_\_\_ State: \_\_\_\_\_ Postcode: \_\_\_\_\_  
 Phone number: \_\_\_\_\_ Email: \_\_\_\_\_

### Rental provider's agent's details

Full name: Nathan Djung  
 Trading name: RoomingKos  
 Address: 44 Batesford Road,  
Malvern East State: VIC Postcode: 3145  
 Phone number: 0403573550 ABN/ACN (if applicable): \_\_\_\_\_  
 Email address: info@roomingkos.com

**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**: Bhavna Balakrishnan

Current address: Room 8/842 Blackburn Rd Clayton, VIC  
 State: VIC Postcode: 3168  
 Phone number: ABN/ACN: Email: bhavna31bala@gmail.com

Full name of **renter 2**: Subbulakshmi Natarajan

Current address: Room 8/842 Blackburn Rd Clayton, VIC  
 State: VIC Postcode: 3168  
 Phone number: Email: subbulaksh2000@gmail.com

Full name of **renter 3**:

Current address: State: Postcode:  
 Phone number: Email:

Full name of **renter 4**:

Current address: State: Postcode:  
 Phone number: Email:

**Note:** If there are more than four renters, include details on an extra page.

**5. Length of the agreement**

☒ Fixed term agreement

Initial Lease

Start date: 15 / 07 / 2023

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

End date: 15 / 07 / 2024

☐ Periodic agreement (monthly)

Start date:

**Note:** A periodic (e.g. month by month) rental agreement will be formed at the end of the fixed term agreement if the renter and rental provider do not sign a new fixed term agreement and the renter stays in the property.

**6. Rent**

Rent amount (\$) (payable in advance) 1,950.00 month

To be paid per ☐ week ☐ fortnight ☒ calendar month

Day rent is to be paid 1st of each month

(e.g. each Thursday or the 11th of each month)

Date first rent payment due: 15 / 07 / 2023

**7. Bond**

- The renter has been asked to pay the bond specified below.
- The maximum bond is 1 months' rent (unless the rent is more than \$900 per week). 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) 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 of paying the bond, they can email the RTBA at [rtba@justice.vic.gov.au](mailto:rtba@justice.vic.gov.au), or call the RTBA at 1300 13 71 64.

Bond amount (\$): 1,950.00

Date bond payment due: 15/07/2023

**PART B – STANDARD TERMS****8. Rental provider's preferred methods of rent payment**

- The rental provider must permit a fee-free method (other than the renter's own bank fees) payment and must allow the renter to use Centrepay or another form of electronic funds transfer.
- The renter is entitled to receive a receipt from the rental provider confirming payment of rent.

(Rental provider to tick available methods of rent payment)

☐ direct deposit    ☐ bank deposit    ☐ cash    ☐ cheque or money order

☒ other electronic form of payment, including Centrepay EFT
Payment details: EFTBSB no. 063464 Account no. 10992602Account name RoomingkosPayment reference 842 Blackburn Rd, Your Name and Room No**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 renter and rental provider must notify the other party in writing if they no longer wish to receive notices or other documents by electronic methods.
- The renter and rental provider 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)

**Rental provider 1:** ☒ Yes - insert email address, mobile phone number or other electronic contact details tony.layandro@roomingkos.com

☐ No

**Rental provider 2:** ☒ Yes - insert email address, mobile phone number or other electronic contact details info@roomingkos.com

☐ 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 - insert email address, mobile phone number or other electronic contact details bhavna31bala@gmail.com

☐ No

**Renter 2:** ☒ Yes - insert email address, mobile phone number or other electronic contact details subbulaksh2000@gmail.com

☐ No

**Renter 3:** ☐ Yes - insert email address, mobile phone number or other electronic contact details

☐ No

**Renter 4:** ☐ Yes - insert email address, mobile phone number or other electronic contact details

☐ No

**Note:** If there are more than four renters, include details on an extra page.

**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          | <u>Tony Layandro</u>                |
| Emergency contact phone number  | <u>0426 625 988</u>                 |
| Emergency contact email address | <u>tony.layandro@roomingkos.com</u> |

**11. Professional cleaning**

The rental provider must not require the renter to arrange professional cleaning or cleaning to a professional standard at the end of the tenancy, unless:

- professional cleaning or cleaning to a professional standard was carried out to the rented premises immediately before the start of the tenancy and the renter was advised that professional cleaning or cleaning to a professional standard had been carried out to those premises immediately before the start of the tenancy; or
- professional cleaning or cleaning to a professional standard is required to restore the rented premises to the same condition they were in immediately before the start of the tenancy, having regard to the condition report and taking into account fair wear and tear.

The renter must have all or part of the rented premises professionally cleaned, or pay the cost of having all or part of the rented premises professional cleaned, if professional cleaning becomes required to restore the premises to the condition they were in immediately before the start of the tenancy, having regard to the condition report and taking into account fair wear and tear.

**12. Owners corporation (formerly body corporate)**

Do owners corporation rules apply to the premises? (Rental provider to tick as appropriate)

☒ no      ☐ yes

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

**13. Condition report**

The renter must be given two 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.

**PART C – SAFETY-RELATED ACTIVITIES****14. Electrical safety checks**

- The rental provider must ensure an electrical safety check is conducted every two years by a licensed or registered electrician of all electrical installations, appliances and fittings provided by a rental provider in the rented premises, and must provide the renter with the date of the most recent safety check, in writing, on request of the renter.
- 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.

**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 a gas safety check is conducted every two years by a licensed or registered gasfitter of all gas installations and fittings in the rented premises 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.

**16. Smoke alarm safety activities**

- (a) The rental provider must ensure that:
  - (i) any smoke alarm is correctly installed and in working condition; and
  - (ii) any smoke alarm is tested according to the manufacturer's instructions at least once every 12 months; and
  - (iii) the batteries in each smoke alarm are replaced as required.
- (b) The rental provider must immediately arrange for a smoke alarm to be repaired or replaced as an urgent repair if they are notified by the renter that it is not in working order.
 

**Note:** Repair or replacement of a hard-wired smoke alarm must be undertaken by a suitably qualified person.
- (c) The rental provider, on or before the commencement of the agreement, must provide the renter with the following information in writing:
  - (i) Information about how each smoke alarm in the rented premises operates;
  - (ii) Information about how to test each smoke alarm in the rented premises;
  - (iii) Information on the renter's obligations to not tamper with any smoke alarms and to report if a smoke alarm in the rented premises is not in working order.
- (d) The renter must give written notice to the rental provider as soon as practicable after becoming aware that a smoke alarm in the rented premises is not in working order.

**Note:** Regulations made under the **Building Act 1993** require smoke alarms to be installed in all residential buildings.

**17. Swimming pool barrier safety activities**

These safety-related activities only apply if the rented premises contains a swimming pool.

- (a) The rental provider must ensure that the swimming pool barrier is maintained in good repair.
- (b) The renter must give written notice to the rental provider as soon as practicable after becoming aware that the swimming pool barrier is not in working order.
- (c) The rental provider must arrange for a swimming pool barrier to be immediately repaired or replaced as an urgent repair if they are notified by the renter that it is not in working order.
- (d) The rental provider must provide the renter with a copy of the most recent certificate of swimming pool barrier compliance issued under the **Building Act 1993** on the request of the renter.

**18. Relocatable swimming pool safety activities**

These safety-related activities only apply if a relocatable swimming pool is erected, or is intended to be erected, at the rented premises.

- (a) The renter must not erect a relocatable swimming pool without giving written notice to the rental provider before erecting the pool.
- (b) The renter must obtain any necessary approvals before erecting a relocatable swimming pool.

**Note:** Regulations made under **Building Act 1993** apply to any person erecting a relocatable swimming pool.

This safety-related activity only applies to swimming pools or spas that hold water deeper than 300 mm.

**19. Bushfire prone area activities**

This safety-related activity only applies if the rented premises is in a bushfire prone area and is required to have a water tank for bushfire safety.

- (a) 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.
- (b) 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 ***Residential Tenancies Act 1997*** (the Act). Any reference to VCAT refers to the Victorian Civil and Administrative Tribunal.

For more information, visit [www.consumer.vic.gov.au/renting](http://www.consumer.vic.gov.au/renting).

### 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.
- must not use the premises for illegal purposes.
- must not cause a nuisance or interfere with the reasonable peace, comfort or privacy of neighbours.
- 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.
- must keep the premises reasonably clean.

### 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.
- must maintain the premises in good repair and in a fit condition for occupation.
- agrees to do all the safety-related maintenance and repair activities set out in Part C of the Agreement.

The renter:

- must follow all safety-related activities set out in Part C of the agreement and not remove, deactivate or otherwise interfere with the operation of prescribed safety devices on the premises.

### Modifications

The renter:

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

### 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
  - a personal safety intervention order.

### Repairs

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

### 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](http://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:

- the renter cannot meet the cost of the repairs; or
- the cost of repairs is more than \$2500; or
- the rental provider refuses to pay the cost of repairs if it is carried out by the renter.

#### Non-urgent repairs

- The renter must notify the rental provider, in writing, as soon as practicable of:
  - damage to the premises.
  - a breakdown of facilities, fixtures, furniture or equipment supplied by the rental provider.
- The rental provider must carry out non-urgent repairs in a reasonable time.
- The renter may apply to VCAT for an order requiring the rental provider to do the repairs if the rental provider has not carried out the repairs within **14 days** of receiving notice of the need for repair.

#### Assignment or sub-letting

The renter:

- must not assign (transfer to another person) or sub-let the whole or any part of the premises without the written consent of the rental provider.

The rental provider may give the renter notice to vacate if the renter assigns or sub-lets the premises without consent.

The rental provider:

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

#### Rent

- The rental provider must give the renter at least 60 days' written notice of a proposed rent increase.
- The rent cannot be increased more than once every 12 months.
- If the rental provider or agent does not provide a receipt for rent, the 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.

### PART E - ADDITIONAL TERMS

#### 21. Further Details (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 55 81 81 for further information or visit [unfair contract terms](#) at the Consumer Affairs Victoria website.

**Note:** If you need extra space, attach a separate sheet. Both the rental provider and renter should sign and date all attachments.

#### Access and entry

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

#### 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.

**Additional General Terms****21.1 Residential Tenancies Act 1997**

- (a) All provisions of this agreement are subject to the *Residential Tenancies Act 1997* (Victoria) ('Act').
- (b) If there is any inconsistency between a provision of this agreement and the Act, unless the Act permits otherwise, the Act will prevail.

**21.2 Renter's obligations**

The renter must not:

- (a) use the premises for any other use than its place of residence;
- (b) permit, cause or use the premises for any illegal or unauthorised purpose;
- (c) damage the premises or permit or allow any of its invitees to damage the premises;
- (d) make any modifications or alterations to the premises without the rental provider's written consent unless the modification or alterations are prescribed under the act. The rental provider must comply with the Act in granting or refusing its consent.
- (e) use any of the rental provider's fixtures or fittings for any other use than the intended use;
- (f) cause or permit any interference, nuisance or an invasion of peace or privacy to any neighbouring premises;
- (g) park any vehicles, motorcycles, bicycles or scooters inside the premises and only park such vehicles in an area agreed to by the rental provider;
- (h) use any machinery or equipment owned by the rental provider and left on the premises other than in accordance with the rental provider's or manufacturer's instructions;
- (i) permit any other person than the persons agreed by the rental provider to remain on the premises for more than 14 days;
- (j) smoke or permit any invitee to smoke within the premises;
- (k) without the consent of the rental provider:
  - (i) affix any satellite dishes, television cables or antennas to the premises;
  - (ii) install any air-conditioning units on the premises; or
  - (iii) alter, replace or remove any locks and security devices to the premises other than on the letterbox, and the rental provider must comply with the Act in granting or refusing its consent and it may provide as a condition of consent and that the renter returns the premises to its original condition at the end of the tenancy or that any modification be completed by a suitably qualified person or that the renter pay an additional amount of bond.

**21.3 Maintenance and repairs**

- (a) The renter must:
  - (i) keep the premises in good condition and repair (subject to reasonable wear and tear);
  - (ii) replace at its own cost all blown or damaged light bulbs, LED lights and fluorescent tubes throughout the tenancy and ensure that all lighting is in a working condition at the end of the tenancy;
  - (iii) make good any damage to the premises caused by the renter or its invitees;
  - (iv) keep the premises clear of any rubbish;
  - (v) dispose of rubbish in accordance with council rules/guidelines and use the appropriate bins provided by or recommended by council;
  - (vi) regularly maintain the gardens (including but not limited to mowing lawns, removing weeds and watering plants, shrubs, trees and flowers) to the same standard as at the commencement of this agreement; and
  - (vii) not do anything which may damage or block any drains (including but not limited to gutters, downpipes and stormwater drains); and
  - (viii) keep the tenancy clean and free from mould, fungi and damp caused by, or related to, the renter's use of the tenancy.

**21.4 Owners Corporation**

- (a) If the *Owners Corporation Act 2006* (Victoria) applies to this agreement the rental provider must give the renter a copy of the rules of the owners corporation at the commencement of the tenancy.
- (b) The renter must comply with the rules of the owners corporation at all times during the tenancy.



**Additional General Terms****21.5 End of occupancy**

At the expiration or earlier determination of this agreement, the renter must:

- (a) deliver vacant possession of the premises to the rental provider;
- (b) deliver to the rental provider or its agent all keys and security devices;
- (c) leave the premises in the same conditions (fair wear and tear excepted) as set out in the condition report; and
- (d) remove all of the renter's premises and belongings (including fixtures and modifications where required) from the premises and rectify any damage (at the renter's cost) caused by such removal.

**21.6 Insurance**

- (a) In relation to insurance policies taken out by the rental provider in respect of the Premises, the renter must not do any act or omission which would make an insurance policy invalid.
- (b) The renter acknowledges that it will be responsible to insure its contents (at its own cost).

**21.7 Release**

- (a) The renter releases the rental provider from any claims, losses, liabilities and/or expenses ('**Loss**') the renter suffers in connection with the premises or arising out of this agreement, unless such Loss is caused by the rental provider or its agent or someone acting on their behalf.
- (b) The release provided by the renter survives the expiration or termination of this agreement.

**21.8 Privacy**

- (a) As part of the rental provider leasing the premises to the renter, the renter will be required to give the rental provider or its agent Personal Information (as defined in the *Privacy Act 1998* (Cth)).
- (b) Subject to the *Privacy Act 1998* (Cth), the renter consents to providing such information and permits the rental provider and/or its agent to disclose the information to third parties.
- (c) If the rental provider or its agent is required to maintain a privacy policy in accordance with the *Privacy Act 1998* (Cth), upon request from the renter, the rental provider or its agent must provide the renter with a copy of its privacy policy.

**21.9 Counterparts and Execution**

- (a) This agreement may be executed in any number of counterparts. All counterparts together will be taken to constitute one instrument of the relevant document.
- (b) A copy of an original executed counterpart sent by facsimile machine, email or link emailed:
  - (i) must be treated as an original counterpart;
  - (ii) is sufficient evidence of the execution of the original; and
  - (iii) may be produced in evidence for all purposes in place of the original.
- (c) Each party consents to this agreement being signed by any other party in accordance with an electronic communication method and being given or produced by electronic communication, including by link emailed to a party to download an electronic copy.
- (d) Without limiting **clause 21.9(c)**, the parties acknowledge and agree that electronic signatures will constitute a signature and have the same quality of integrity as a written signature including if the signature is:
  - (i) computer generated;
  - (ii) by computer pen;
  - (iii) by a typed mark or name; or
  - (iv) physically signed on paper and scanned electronically.
- (e) The parties to this agreement agree that, despite any other clause of this agreement and despite custom, practice or code otherwise followed in respect of similar documents to this agreement, if executed electronically this agreement:
  - (i) is made on its execution by all parties to it (including electronic signature);
  - (ii) need not be executed and exchanged in counterparts; and
  - (iii) constitutes an original document in an electronic format.

Additional General Terms



21.10 Additional Terms

The renter has paid departure cleaning fee of \$160.00  
2 x Single Bed  
2 x Single Mattress w/protector  
1 x Desk  
1 x Chair  
1 x Bar Fridge

Please see additional terms attached:

FORM 1B - The rules & Conditions of Residency  
Terms Of Use - Bar Fridge (To Be Provided Upon Check In)

22. Signatures

This agreement is made under the **Residential Tenancies Act 1997**.  
Before signing you must read **Part D–Rights and Obligations** in this form which outlines your rights and obligations.

Rental provider

|  |  |
|--|--|
| Signature of rental provider 1 (or managing agent) | Signature of rental provider 2 (or managing agent) |
| <hr/>  | <hr/>  |
| Dated <hr/>  | Dated <hr/>  |

Renter

All renters listed must sign this residential rental agreement.

|  |  |
|--|--|
| Signature of renter 1  | Signature of renter 2  |
| <div><div>DocuSigned by:</div><div>Bhavana Balakrishnan</div><div>CG77866791CG445...</div></div> <hr/> | <div><div>DocuSigned by:</div><div>Subbulakshmi Natarajan</div><div>023712F9B86E4C2...</div></div> <hr/> |
| Dated <hr/> 15/6/2023  | Dated <hr/> 14/6/2023  |
| Signature of renter 3  | Signature of renter 4  |
| <hr/>  | <hr/>  |
| Dated <hr/>  | Dated <hr/>  |

**Note:** Each renter who is a party to the agreement must sign and date here. If there are more than 4 renters, include details on an extra page.

# 1B - THE RULES & CONDITIONS OF RESIDENCY

## SECTION A:

A breach of any of the following MAY result in IMMEDIATE TERMINATION OF RESIDENCY:

1. The possession or use of any illegal drugs or substances.
2. Any violent act or behaviour whilst on the premises.
3. Vandalism to fittings, facilities or premises of the house.
4. Bringing firearms or other illegal weapons to the premises.
5. Causing danger to a person or premises
6. Serious disturbance to the peace and quiet of other residents

## SECTION B:

1. The renter must not assign or sub-let the whole or any part of the premises.
2. Renters will take extra care in emptying the rubbish of their own rooms, and any rubbish in common areas.
3. The renter is not to allow non-resident to stay overnight in the premises.
4. Management reserve to the right to ask any non-residents to leave the premises on request.
5. The renter is not allowed to have guests remain in the premises after 11.00 PM.
6. The renter must respect one another, including other renters' property as well as their rights for privacy and peace to study.
7. The renter must refrain from excessively loud music and noise. After 11.00PM, residents must keep noise levels down to a minimum to allow for other residents to peace and quiet.
8. The renter must not take, use or keep other renter's personal belongings without permission.
9. The renter should not verbally or physicaly abuse any person on premises.
10. A cleaner is appointed to maintain common areas, kitchen and bathrooms. However, management expects that these areas are kept clean and tidy by residents.
11. Renters must conform to reasonable standards of behaviour, dress, language and noise
12. The Renter must keep the premises in a reasonably clean condition during the period of agreement.
13. Renters are to immediately clean and wash and put away the dishes, cups and cooking utensils after they are used. Management will discard any of these items if not put away.
14. Any personal items left unattended in common areas or hallways will be thrown out without notice. Management are not directly responsible for personal belongings in the common area.
15. Renters must notify the rental provider or property manager about any maintenance related issues:
  - (a) The Renter must ensure that care is taken to avoid damaging the rented premises.
  - (b) The Renter must take reasonable care to avoid damaging any common areas.
  - (c) The Renter who becomes aware of damage to the rented premises must give notice to the management of any damage to the premises as soon as practicable.

## SECTION C: INTERNET

The renter acknowledges that internet is a complementary service provided by the rental provider. Should the internet service experience network issues, network outages or slowdown in usage, management is not directly responsible to resolve these issues. In the event the internet service experiences outage, droppage or suspension, the management is not liable to provide alternative internet solutions. The management can refer all support and service requests to the internet provider. The manager may assist in providing contacts to RENTERS for the internet provider.

**SECTION D: SAFETY**

1. Landlord reserves the right to enter tenant's property under special circumstances.  
(e.g. Health and safety maintenance and in case of emergency)
2. A routine inspection is to be carried out by management once every 6 months to comply with rental providers duties under the act. The Renter will be notified 7 days prior to the routine inspection.
3. Tenants are prohibited from cooking in their room.
4. The property is a non-smoking property; therefore, smoking is prohibited on premises.
5. Repairs for any damages directly caused by the renter/s will be charged to the renter/s. This includes any visitors brought by the resident.
6. Emergency doors/lifts and entrances must remain unobstructed at all times.
7. The use of any items which has naked flames inside bedrooms is strictly prohibited. (e.g. Candles, Incense).
8. The renter is not to interfere with the fire safety equipment's (e.g. Smoke detectors, fire extinguishers).
9. Should emergency services be called due to the residents negligence, the resident shall be liable for any fees charged by emergency services.

**SECTION E: LEASE BREAK**

1. A RENTER will be charged \$200 lease break fee should they break the lease agreement.
2. In the event that the RENTER decides to break their lease, the rental provider will retain the full bond amount.
3. In the event that the RENTER is able to find a lease transfer for their room, management can refund the full bond to the original renter.

**LEASE TRANSFER**

1. A RENTER will be charged \$200 lease transfer fee should they conduct a lease transfer.
  2. The RENTER must provide management with a minimum of 14 days notice.
  3. The replacement renter must satisfy conditions of residency and be approved by management.
- Should the renter require to lease break or lease transfer, they can go to the following link to submit their application.

<https://roomingkos.com.au/tenant-transfer-break-lease-form/>

**ROOM TRANSFER**

1. A RENTER will be charged \$200 room transfer fee.
2. The RENTER must cover end of lease professional cleaning fees when transferring to a new room.

**SECTION F: RENTAL PAYMENTS**

1. Payments are to be made monthly in advance on or before the due date by BPAY system or any approved payment system by management.
2. Rent must be paid up to three (3) days prior to the RENTER due date, as monies take three business days to clear into the account.
3. EXACT rent payments in full are to be tendered with the correct RENTER Reference as provided.
4. If the RENTER fails to make a rent payment under the terms of this Agreement on the due date for payment and the Rental provider/Rental providers representative incurs fees and/or charges as a consequence of that failure, the RENTER will reimburse the rental provider/Rental providers Representative the full amount of those fees and/or charges on demand
5. The RENTER acknowledges that the collection of rental services are carried out by Xynergy Realty Oakleigh and thus must acknowledge and provide consent.
6. Should the renter but unable to make payment on time, they are to inform management in writing prior to the due date.

**SECTION G: LOST KEY**

1. Keys/tags to the property of residence that are lost during the resident or are not returned on the day of depature.
2. The cost of replacing the main access tag is \$150.00 AUD.
3. The cost of replacing the bedroom key is \$150.00 AUD.
4. The cost of replacing a pantry key is \$50.00 AUD.

Should the renter lose their keys, please email management immediately at [tony.layandro@roomingkos.com](mailto:tony.layandro@roomingkos.com).

**LOCKOUT**

1. A fee of \$25 Fee is charged should the resident require management to unlock their door between the hours of 9:00AM - 5:00PM Monday to Friday.
2. A fee of \$120 Fee is charged should the resident require management to unlock their door between the hours of 5:00PM to 9:00AM Monday to Friday.
3. A fee of \$120 Fee is charged should the resident require management to unlock their door during weekends and public holidays.

**SECTION H: MOVE OUT PROCEDURES**

Upon check out of the residence, the Renter must:

1. Inform management 30 days prior to the expiry of their lease their intention to vacate. The time of check-out will be by default 10.00AM.
2. Arrange the removal of all personal belongings brought into the residence.
3. The Renter must ensure that communal spaces used during the tenancy such as fridges or personal cupboards are cleared out and clean.
4. The Renter must make appropraite arrangements for the removal of personal belongings. If the Renter requires assistance with the removal of certain items they must inform management. Unauthorised items left in the build-ings will incur removalist fees that will be charged to the Renter.
5. Upon check-out the bedroom must be left in the condition it was when moved in. If professional cleaning was conducted prior to move-in then the rental provider may request professional cleaning be conducted in order to restore the room to its original condition. Additional cleaning charges will be deducted from the bond if the room is not returned to the original condition.
6. All keys must be returned to management upon check-out.

Management will only refund the full bond once the above requirements are satisfied.

| MOVE OUT CHECKLIST  | <input checked="" type="checkbox"/> |
|---|-------------------------------------|
| Inform management the date in which you will be checking out. Confirm your appointment with them.   |                                     |
| Remove all personal items from the kitchen locker, drawers, and fridge.<br>E.g. Food, <a href="#">Containers</a> , <a href="#">Pots</a> , Pans, Appliances.<br>Please Wipe Down your Fridge and Pantry Space. |                                     |
| Remove all items and restore the room to the condition when moved into.<br>Leftover personal items/rubbish not disposed of may result in a deduction from the bond.   |                                     |
| Return house and entrance fob, room key and pantry key to the reception upon moving out.  |                                     |
| Meet with the rental provider to conduct your <b>outgoing inspection report</b>   |                                     |

## **SECTION I: SHARED COMMON AREA/ADDITIONAL TERMS**

1. The RENTER agrees not to place rubbish on common property and agrees to deposit all rubbish including cartons and newspapers by using the garbage chute (where applicable) or placing in the building rubbish receptacles provided. The RENTER agrees to remove their rubbish and waste regularly from their rented premises.
2. The RENTER must not hang any clothes inside the premises other than where provision for the hanging of clothes (if any) has been provided. The RENTER must not hang washing or air articles on common property, unless facilities for doing so are provided for the RENTER'S use.
3. The RENTER must not store lubricants or flammable liquids (including but not limited to kerosene and motor fuels) at the premises. The RENTER must not bring on to or use at the premises a heater which uses flammable liquid or bottled gas.
5. The RENTER shall at the RENTER'S expense replace all lighting tubes, globes and batteries to the premises, which become defective during the term of the tenancy unless the defect is proven to be caused by faulty wiring.
6. The RENTER acknowledges they will notify the MANAGER, 30 days prior, in writing, if they intend to be absent from the rented premises for a period longer than 14 nights.
7. The RENTER acknowledges should they have a bicycle, this bicycle will be stored in the bicycle storage area in the common property and not inside the PREMISES.
8. RENTER/S are provided shared use of the common area outside of their room as indicated on the shaded section below marked "Common Area". The RENTER/S must give written notice to the RESIDENTIAL RENTAL PROVIDER OR MANAGER of any damage to the Common Area as soon as practicable on discovering the damage.
9. The RENTER/S must keep the Common Area in a reasonably clean and satisfactory condition during the period of the Agreement.
10. The RENTER/S acknowledge they are liable for any damage they may cause, or additional cleaning required, to the Common Area during their lease.
11. The RENTER/S are to report any maintenance or repair issues that they come across to management via email.
12. Hallways must be free of shoes/personal items at all times.
13. Emergency doors must remain clear and free of clutter.

## LETTER OF UNDERTAKING

The following lease agreement is recognised between **EIGHT FOUR TWO PTY LTD** (Residential Rental Provider) and  (Renter)

Bhavna Balakrishnan & Subbulakshmi

For good consideration, it is agreed by and between the parties that:

1. The Renter hereby agrees to accept the proposed leased provider by the Residential Rental Provider. The renter **acknowledges** that to a room at  / 842 BLACKBURN ROAD, CLAYTON

3. The parties acknowledge that Renter shall deliver possession of the leased premises to Assignee on  time being of the essence.

The lease end date on the premises is the  and both Renter & Residential Rental Provider acknowledge that the premises will be vacated by this date as per Renter signed lease agreement. Unless the renter or the rental provider has agreed to enter into a new lease agreement.

4. All rents and other charges accrued under the lease prior to said date shall be fully paid by Renter to the Rental Provider.

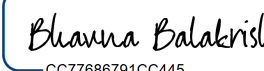
5. The renter hereby acknowledges that they fully understand and agree to the terms and conditions of the lease agreement.

6. This agreement shall be binding upon and inure to the benefit of the parties, their successors, assigns and personal representatives.

### Signature of Rental Provider:

#### Date:

DocuSigned by:



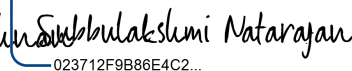
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Signature of Renter:

Date:

13/6/2023

DocuSigned by:



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Subbulakshmi Natarajan

14/6/2023