

Flat / House - Sharing Agreement

Flat / house sharing agreements between tenants and other flatmates are not covered under the Residential Tenancies Act 1986. Tenants and other flatmates will, however, find it useful to have a written agreement. The following is a sample of what could be included in an agreement.

This agreement is between the Landlord / Head Tenant and Flatmate.

Landlord / HeadTenant details	Flatmate details
Name:	Name:
Address for service: (other than the flat)	Address for service: (other than the flat)
Occupation	Occupation
Phone:	Phone:
Email:	Email:
Address of rental property	
Street:	Suburb:
City:	Postcode:

The flatmate and the head tenant agree to share premises on the following terms:

1. This agreement starts on the ____ / ____ / ____ and will continue on a weekly / fortnightly basis.
2. The rent is \$_____ per week / fortnight and is to be paid weekly / fortnightly in advance by the flatmate to the landlord / head tenant.
3. A bond of \$_____ is payable to the landlord / head tenant. A written receipt will be given to the flatmate.
4. The flatmate cannot assign the right to live in the flat.
5. This agreement can be terminated by 14 days' notice given by either party in writing.
6. If the head tenant receives notice from the landlord of premises, the head tenant will give a copy of the notice to the flatmate immediately. If the Head Tenant cannot give it to the Flatmate, then the Head Tenant will place it in a common area of the house/flat where the Flatmate is likely to see it.
7. Without the landlord / head tenant 's written consent, the flatmate shall
 - not keep any pets on the premises
 - not bring extra person to stay
 - not remove furniture, fixtures, chattels, etc from the premises if they do not belong to her / him.
 - Others _____
8. Other conditions: (if any)

9. The flatmate must pay the following costs (where applicable) incurred by the flatmate to the landlord / head tenant.

	Fixed Cost	Percentage	Pay on weekly / monthly / as the bills are received.
Electricity			
Gas			
Water			
Telephone			
Telephone toll charges			
Internet			
Food			
Others			

10. Room Inspection Report (Operational)

- The landlord / head tenant shall give the flatmate at least 48 hour notice in writing before the inspection.
- The flatmate shall keep the room in the reasonable tidy and clean condition.

11. When this Agreement comes to an end, the landlord / head tenant will return the flatmate's bond (if there was one) to the flatmate as soon as possible. The landlord / head tenant can deduct from the bond to cover:

- Any rent arrears and other arrears.
- The cost of any damage done by the Flatmate, and / or
- Expenses incurred by the Flatmate (including rent arrears)

12. In the event of any dispute, the parties agree that the dispute will be determined by the Disputes Tribunal.

ROOM INSPECTION REPORT

This report is intended to help avoid disputes

This should be used to record the condition of the boarding house room at the start of the tenancy.

The landlord and the tenant should fill out this form together, and tick the appropriate box if the condition is acceptable, or record any damage or defects.

CONDITION ACCEPTABLE?

ROOM AND ITEM		LANDLORD TENANTS DAMAGE/DEFECTS		
BOARDING ROOM	Wall/Doors			
	Lights/Power points			
	Floors/Floor Coverings			
	Windows			
	Blinds/Curtains			
	Smoke Alarms			
	Other			

List of furniture and chattels

Provided by the landlord

Signatures for Property Inspection Report

Do not sign unless you agree to all the details in the Property Inspection Report

Signed by	Date signed	/	/
LANDLORD			

Signed by	Date signed	/	/
TENANT			

Signature:

Signed by	Date signed	/	/
Landlord / Head Tenant			

Signed by	Date signed	/	/
Flatmate			