

RESIDENTIAL TENANCY AGREEMENT

Residential Tenancies Act 1997 Section 26

This agreement is made on the day of:

Date:	
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This agreement is between

LANDLORD

Name:	
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Address:	
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Postcode:	
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ACN (if applicable):	
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whose agent is (if applicable)

Name:	
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Business address:	
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Postcode:	
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Telephone number:	
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ACN (if applicable):	
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and TENANT(S)

Name of TENANT 1:	
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Current address:	
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Postcode:	
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ACN (if applicable):	
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Name of TENANT 2:	
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Current address:	
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Postcode:	
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Name of TENANT 3:	
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Current address:	
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Postcode:	
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Name of TENANT 4:	
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Current address:	
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Postcode:	
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ACN (if applicable):	
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Name of TENANT 4:	
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Current address:	
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Postcode:	
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1. Premises

The landlord lets the premises known as

Address:	
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Postcode:	
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together with those items indicated in the Schedule (strike out if not applicable)

2. Rent

The rent amount is (\$):	
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Date first rent payment due:	
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Pay period

Weekly:	
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Fortnightly:	
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Monthly:	
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Day of each month (e.g. 15th):	
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Place of payment:

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3. Bond

-The TENANT must pay the bond of \$ amount specified below.

- In accordance with the Residential Tenancies Act 1997, the LANDLORD/agent must lodge the bond with the Residential Tenancies Bond Authority (RTBA) within 10 business days after receiving the bond.

-If the TENANT does not receive a bond receipt from the RTBA within 15 business days of handing over the bond money, they should telephone the RTBA on 1300 13 71 64.

Bond amount (\$):	
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Date bond payment due:	
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If there is more than one TENANT and they do not contribute equally to the total bond, the amounts they each contribute must be listed here. This list is for reference only and will not be recognised by the RTBA.

Name of TENANT	Bond amount (\$)

4. Period

Fixed period:	
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The period of the agreement commences on:	
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and ends on:	
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unless the agreement terminates in accordance with the Residential Tenancies Act 1997, the agreement will continue as a periodic tenancy

OR Periodic:	
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The agreement will commence on:	
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and continue until terminated in accordance with the Residential Tenancies Act 1997.

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5. Condition of the premises

The LANDLORD must:

- (a) ensure that the premises are maintained in good repair, and
- (b) If the LANDLORD owns or controls the common areas, take reasonable steps to ensure that the common areas are maintained in good repair.

6. Damage to the premises

- (a) The TENANT must ensure that care is taken to avoid damaging the rented premises.
- (b) The TENANT must take reasonable care to avoid damaging the premises and any common areas.
- (c) The TENANT who becomes aware of damage to the rented premises must give notice to the LANDLORD of any damage to the premises as soon as practicable.

7. Cleanliness of the premises

- (a) The LANDLORD must ensure that the premises are in a reasonably clean condition on the day on which it is agreed that the TENANT is to enter into occupation of the premises.
- (b) The TENANT must keep the premises in a reasonably clean condition during the period of agreement.

8. Use of premises

- (a) The TENANT must not use or allow the premises to be used for any illegal purpose.
- (b) The TENANT must not use or allow the premises to be used in such a manner as to cause a nuisance or cause an interference with the reasonable peace, comfort or privacy of any occupier of neighbouring premises.

9. Quiet enjoyment

The LANDLORD must take all reasonable steps to ensure that the TENANT has quiet enjoyment of the premises.

10. Assignment or sub-letting

- (a) The TENANT must not assign or sub-let the whole or any part of the premises without the written consent of the LANDLORD. The LANDLORD's consent must not be unreasonably withheld.
- (b) The LANDLORD must not demand or receive any fee or payment for the consent, except in respect of any fees, costs or charges incurred by the LANDLORD in relation to the preparation of a written assignment of the agreement.

11. Residential Tenancies Act 1997

- (a) Each party must comply with the Residential Tenancies Act 1997.
- (b) For further rights and duties refer to the Residential Tenancies Act 1997.

Schedule: A. Items let with the premises (if any); B. Additional terms (if any)

This section lists any additional items and terms to this agreement. The terms listed cannot take away any of the rights and duties included in the Residential Tenancies Act 1997. If you need extra space, please attach a separate sheet.

Both the LANDLORD and TENANT should sign and date any attachments.

Any additional terms must also comply with the Unfair Contract Terms under the Fair Trading Act 1999. Contact Consumer Affairs Victoria on 1300 55 81 81 for further information.

Signatures

LANDLORD

Signature of LANDLORD:

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Urgent repairs emergency contact name and telephone number:

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TENANT(S)

Signature of TENANT 1:

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Signature of TENANT 3:

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Signature of TENANT 2:

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Signature of TENANT 4:

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