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RESIDENTIAL TENANCY AGREEMENT (NSW)

Standard Form Agreement

RESIDENTIAL TENANCY AGREEMENT (NSW)

Standard Form Agreement Regulation 2010 Clause 4(1) (Schedule 1)

This agreement is made on
at
LANDLORD: John Landlord
Address: 1 Sydney St Sydney NSW
TENANT(S):
Name: Greg Smith
Name: Alister Cook
LANDLORD'S AGENT: Double Bay Property Management Pty Ltd ACN 111 222 333
Address: 1 Sydney St Sydney 2000 Telephone: 02 1234 9876 Email: agent@dbpm.com.au
Email: agent@dbpm.com.au
Term of agreement : The term of this agreement is 2 year(s), beginning on 01/06/2011 and
ending on 01/06/2013.
Residential premises: The landlord gives the tenant the right to occupy the premises at: 1
Brisbane Street Bondi NSW and the following parking space: Space 243 and storeroom: Lot E
Storage.
The premises are unfurnished.
Rent : The rent is \$380 per week payable in advance starting on 01/06/2011.
The method by which the rent must be paid:
(i) to/at/by cash or cheque, or
(ii) into the following account, or any other account nominated by the landlord:
BSB number: 123456
Account number: 123456789
Account name: Double Bay Property Management
Payment reference: 1bsbnsw; or

as follows: cash, credit card, bank cheque.

(iii)

Rental bond: A rental bond of \$760.00 must be paid by the tenant on signing this agreement. The amount of the rental bond must not be more than 4 weeks rent.

Important information:

Maximum number of occupants: No more than Three (3) persons may ordinarily live in the premises at any one time.

Urgent repairs: Nominated trades people for urgent repairs:

Electrical repairs: Telephone 1800 Electrical Plumbing repairs: Telephone 1800 Plumbing

Other repairs: Telephone 1800 Repairs

Water usage: Will the tenant be required to pay separately for water usage? No.

Strata by-laws: Are there any strata or community scheme by-laws applicable to the residential premises? Yes

Condition report: A condition report relating to the condition of the premises must be completed by or on behalf of the landlord before or when this agreement is signed.

Tenancy laws: The Residential Tenancies Act 2010 and the Residential Tenancies Regulations 2010 apply to this agreement. Both the landlord and the tenant must comply with these laws.

RIGHT TO OCCUPY THE PREMISES

1. The landlord agrees that the tenant has the right to occupy the residential premises during the tenancy. The residential premises include the additional things (if any) noted under "Residential premises".

COPY OF AGREEMENT

- 2. The landlord agrees to give the tenant:
 - 2.1. a copy of this agreement before or when this agreement is signed and given by the tenant to the landlord or a person on the landlord's behalf, and
 - 2.2. a copy of the agreement signed by both the landlord and the tenant as soon as reasonably practicable.

RENT

- 3. The tenant agrees:
 - 3.1. to pay rent on time, and
 - 3.2. to reimburse the landlord for the cost of replacing rent deposit books or rent cards lost by the tenant, and
 - 3.3. to reimburse the landlord for the amount of any fees paid by the landlord to a bank or other authorised deposit-taking institution as a result of funds of the tenant not being available for rent payment on the due date.

4. The landlord agrees:

- 4.1. to provide the tenant with at least one means to pay rent for which the tenant does not incur a cost (other than bank fees or other account fees usually payable for the tenant's transactions) and this is reasonably available to the tenant, and
- 4.2. not to require the tenant to pay more than 2 weeks rent in advance or to pay rent for a period of the tenancy before the end of the previous period for which rent has been paid, and
- 4.3. not to require the tenant to pay rent by a cheque or other negotiable instrument that is post-dated, and
- 4.4. to accept payment of unpaid rent after the landlord has given a termination notice on the ground of failure to pay rent if the tenant has not vacated the residential premises, and
- 4.5. not to use rent paid by the tenant for the purpose of any amount payable by the tenant other than rent, and
- 4.6. to give a rent receipt to the tenant if rent is paid in person (other than by cheque) and to make a rent receipt available for collection by the tenant or to post it to the residential premises if rent is paid by cheque, and
- 4.7. to keep a record of rent paid under this agreement and to provide a written statement showing the rent record for a specified period within 7 days of a request by the tenant (unless the landlord has previously provided a statement for the same period)

Note: the landlord and tenant may, by agreement, change the manner in which rent is payable under this agreement.

RENT INCREASES

5. The landlord and the tenant agree that the rent cannot be increased after the end of the fixed term (if any) of this agreement or under this agreement unless the landlord gives not less than 60 days written notice of the increase to the tenant. The notice must specify the increased rent and the day from which it is payable.

Note: Section 42 of the *Residential Tenancies Act* 2010 sets out the circumstances in which rent may be increased during the fixed term of a residential tenancy agreement. An additional term for this purpose may be included in the agreement.

- 6. The landlord and the tenant agree:
 - 6.1. that the increased rent is payable from the day specified in the notice, and

- 6.2. that the landlord may cancel or reduce the rent increase by a later notice that takes effect on the same day as the original notice, and
- 6.3. that increased rent under this agreement is not payable unless the rent is increased in accordance with this agreement and the Residential Tenancies Act 2010 or by the Consumer, Trader and Tenancy Tribunal.

RENT REDUCTIONS

- 7. The landlord and the tenant agree that the rent abates if the residential premises:
 - 7.1. are destroyed, or become wholly or partly uninhabitable, otherwise than as a result of a breach of this agreement, or
 - 7.2. cease to be lawfully usable as a residence, or
 - 7.3. are compulsorily appropriated or acquired by an authority.
- 8. The landlord and the tenant may, at any time during this agreement, agree to reduce the rent payable.

PAYMENT OF COUNCIL RATES, LAND TAX, WATER AND OTHER CHARGES

- 9. The landlord agrees to pay:
 - 9.1. rates, taxes or charges payable under any Act (other than charges payable by the tenant under this agreement), and
 - 9.2. the installation costs and charges for initial connection to the residential premises of an electricity, water, gas, bottled gas or oil supply service, and
 - 9.3. all charges for the supply of electricity, gas (except bottled gas) or oil to the tenant at the residential premises that are not separately metered, and
 - 9.4. the costs and charges for the supply or hire of gas bottles for the supply of bottled gas at the commencement of the tenancy, and
 - 9.5. all charges (other than water usage charges) in connection with a water supply service to separately metered premises, and
 - 9.6. all charges in connection with a water supply service to residential premises that are not separately metered, and
 - 9.7. all charges for the supply of sewerage services (other than for pump out septic services) or the supply or use of drainage services to the residential premises, and

- 9.8. all charges for the availability of gas to the residential premises if the premises do not have any appliances, supplied by the landlord, for which gas is required and the tenant does not use gas supplied to the premises for any purpose.
- 10. The tenant agrees to pay:
 - 10.1. all charges for the supply of electricity, gas (except bottled gas) or oil to the tenant at the residential premises if the premises are separately metered, and
 - 10.2. all charges for the supply of bottled gas to the tenant at the residential premises, and
 - 10.3. all charges for pumping out a septic system used for the residential premises, and
 - 10.4. any excess garbage charges relating to the tenant's use of the residential premises, and
 - 10.5. water usage charges, if the landlord has installed water efficiency measures referred to in Clause 11 and the residential premises:
 - 10.5.1. are separately metered, or
 - 10.5.2. are not connected to a water supply service and water is delivered by vehicle.
- 11. The landlord agrees that the tenant is not required to pay water usage charges unless:
 - 11.1. the landlord gives the tenant a copy of the part of the water supply authority's bill setting out the charges, or other evidence of the cost of water used by the tenant, and
 - 11.2. the landlord gives the tenant at least 21 days to pay the charges, and
 - 11.3. the landlord requests payment of the charges by the tenant not later than 3 months after the issue of the bill for the charges by the water supply authority, and
 - 11.4. the residential premises have the following water efficiency measures:
 - 11.4.1. all internal cold water taps and single mixer taps for kitchen sinks or bathroom hand basins on the premises have a maximum flow rate of 9 litres per minute,
 - 11.4.2. all showerheads have a maximum flow rate of 9 litres per minute,
 - 11.4.3. there are no leaking taps at the commencement of this agreement or when the water efficiency measures are installed, whichever is the later.
- 12. The landlord agrees to give the tenant the benefit of, or an amount equivalent to, any rebate received by the landlord for water usage charges payable or paid by the tenant.

POSSESSION OF THE PREMISES

- 13. The landlord agrees:
 - 13.1. to make sure the residential premises are vacant so the tenant can move in on the date agreed, and

13.2. to take all reasonable steps to ensure that, at the time of signing this agreement, there is no legal reason why the premises cannot be used as a residence for the term of this agreement.

TENANT'S RIGHT TO QUIET ENJOYMENT

14. The landlord agrees:

- 14.1. that the tenant will have quiet enjoyment of the residential premises without interruption by the landlord or any person claiming by, through or under the landlord or having superior title to that of the landlord (such as a head landlord), and
- 14.2. that the landlord or the landlord's agent will not interfere with, or cause or permit any interference with, the reasonable peace, comfort or privacy of the tenant in using the residential premises, and
- 14.3. that the landlord or the landlord's agent will take all reasonable steps to ensure that the landlord's other neighbouring tenants do not interfere with the reasonable peace, comfort or privacy of the tenant in using the residential premises.

USE OF THE PREMISES

15. The tenant agrees:

- 15.1. not to use the residential premises, or cause or permit the premises to be used, for any illegal purpose, and
- 15.2. not to cause or permit a nuisance, and
- 15.3. not to interfere or cause or permit interference with the reasonable peace, comfort or privacy of neighbours, and
- 15.4. not to intentionally or negligently cause or permit damage to the residential premises, and
- 15.5. not to cause or permit more people to reside in the residential premises than is permitted by this agreement.

16. The tenant agrees:

- 16.1. to keep the residential premises reasonably clean, and
- 16.2. to notify the landlord as soon as practicable of any damage to the residential premises, and
- 16.3. that the tenant is responsible to the landlord for any act or omission by a person who is lawfully on the residential premises if the person is only permitted on the premises with

- the tenant's consent and the act or omission would be in breach of this agreement if done or omitted by the tenant, and
- 16.4. that it is the tenant's responsibility to replace light globes and batteries for smoke detectors on the residential premises.
- 17. The tenant agrees, when this agreement ends and before giving vacant possession of the premises to the landlord:
 - 17.1. to remove all the tenant's goods from the residential premises, and
 - 17.2. to leave the residential premises as nearly as possible in the same condition, fair wear and tear excepted, as at the commencement of the tenancy, and
 - 17.3. to leave the residential premises reasonably clean, having regard to their condition at the commencement of the tenancy, and
 - 17.4. to remove or arrange for the removal of all rubbish from the residential premises, and
 - 17.5. to make sure that all light fittings on the premises have working globes, and
 - 17.6. to return to the landlord all keys and other opening devices or similar devices provided by the landlord.

LANDLORD'S GENERAL OBLIGATIONS FOR RESIDENTIAL PREMISES

- 18. The landlord agrees:
 - 18.1. to make sure that the residential premises are reasonably clean and fit to live in, and
 - 18.2. to make sure that all light fittings on the residential premises have working light globes on the commencement of the tenancy, and
 - 18.3. to keep the residential premises in a reasonable state of repair, considering the age of, the amount of rent paid for and the prospective life of the premises, and
 - 18.4. not to interfere with the supply of gas, electricity, water, telecommunications or other services to the residential premises (unless the interference is necessary to avoid danger to any person or enable maintenance or repairs to be carried out), and
 - 18.5. to comply with all statutory obligations relating to the health or safety of the residential premises.

URGENT REPAIRS

19. The landlord agrees to pay the tenant, within 14 days after receiving written notice from the tenant, any reasonable costs (not exceeding \$1,000) the tenant has incurred for making urgent repairs (of the type set out below) so long as:

- 19.1. the damage was not caused as a result of a breach of this agreement by the tenant, and
- 19.2. the tenant gives or makes a reasonable attempt to give the landlord notice of the damage, and
- 19.3. the tenant gives the landlord a reasonable opportunity to make the repairs, and
- 19.4. the tenant makes a reasonable attempt to have any appropriate tradesperson named in this agreement make the repairs, and
- 19.5. the repairs are carried out, where appropriate, by licensed or properly qualified persons, and
- 19.6. the tenant as soon as possible gives or tries to give the landlord written details of the repairs, including the cost and the receipts for anything the tenant pays for.

Note: The type of urgent repairs that are "urgent repairs" are defined in the *Residential Tenancies Act* 2010 and are defined as follows:

- (i) a burst water service,
- (ii) an appliance, fitting or fixture that uses water or is used to supply water that is broken or not functioning properly, so that a substantial amount of water is wasted,
- (iii) a blocked or broken lavatory system,
- (iv) a serious roof leak,
- (v) a gas leak,
- (vi) a dangerous electrical fault,
- (vii) flooding or serious flood damage,
- (viii) serious storm or fire damage,
- (ix) a failure or breakdown of the gas, electricity or water supply to the premises,
- (x) a failure or breakdown of any essential service on the premises for hot water, cooking, heating or laundering,
- (xi) any fault or damage that causes the premises to be unsafe or insecure.

SALE OF THE PREMISES

- 20. The landlord agrees:
 - 20.1. to give the tenant written notice that the landlord intends to sell the residential premises, at least 14 days before the premises are made available for inspection by potential purchasers, and
 - 20.2. to make all reasonable efforts to agree with the tenant as to the days and times when the residential premises are to be available for inspection by potential purchasers.

- 21. The tenant agrees not to unreasonably refuse to agree to days and times when the residential premises are to be available for inspection by potential purchasers.
- 22. The landlord and tenant agree:
 - 22.1. that the tenant is not required to agree to the residential premises being available for inspection more than twice in a period of a week, and
 - 22.2. that, if they fail to agree, the landlord may show the residential premises to potential purchasers not more than twice in any period of a week and must give the tenant at least 48 hours notice each time.

LANDLORD'S ACCESS TO THE PREMISES

- 23. The landlord agrees that the landlord, the landlord's agent or any person authorised in writing by the landlord, during the currency of this agreement, may only enter the residential premises in the following circumstances:
 - 23.1. in an emergency (including entry for the purpose of carrying out urgent repairs),
 - 23.2. if the Consumer, Trader and Tenancy Tribunal so orders, or
 - 23.3. if there is good reason for the landlord to believe the premises are abandoned,
 - 23.4. if there is good reason for serious concern about the health of the tenant or any other person on the residential premises and a reasonable attempt has been made to obtain consent to the entry,
 - 23.5. to inspect the premises, if the tenant is given at least 7 days written notice (no more than 4 inspections are allowed in any period of 12 months),
 - 23.6. to carry out, or assess the need for, necessary repairs, if the tenant gets 2 days notice each time.
 - 23.7. to carry out, or assess the need for, work relating to statutory health and safety obligations relating to the residential premises, if the tenant gets 2 days notice each time,
 - 23.8. to show the premises to prospective tenants on a reasonable number of occasions if the tenant is given reasonable notice on each occasion (this is only allowed during the last 14 days of the agreement),
 - 23.9. to value the property, if the tenant is given 7 days notice (not more than one valuation is allowed in any period of 12 months),
 - 23.10. if the tenant agrees.

- 24. The landlord agrees that a person who enters the residential premises under the Landlord's Access to the Premises Clause of this agreement:
 - 24.1. must not enter the premises on a Sunday or a public holiday, unless the tenant agrees, and
 - 24.2. may enter the premises only between the hours of 8.00 a.m. and 8.00 p.m., unless the tenant agrees to another time, and
 - 24.3. must, if practicable, notify the tenant of the proposed day and time of entry.
- 25. The landlord agrees that, except in an emergency (including to carry out urgent repairs), a person other than the landlord or the landlord's agent must produce to the tenant the landlord's or the landlord's agent's written permission to enter the residential premises.
- 26. The tenant agrees to give access to the residential premises to the landlord, the landlord's agent or any person, if they are exercising a right to enter the residential premises in accordance with this agreement.

ALTERATIONS AND ADDITIONS TO THE PREMISES

- 27. The tenant agrees:
 - 27.1. not to install any fixture or renovate, alter or add to the residential premises without the landlord's written permission, and
 - 27.2. not to remove, without the landlord's permission, any fixture attached by the tenant that was paid for by the landlord or for which the landlord gave the tenant a benefit equivalent to the cost of the fixture, and
 - 27.3. to notify the landlord of any damage caused by removing any fixture attached by the tenant, and
 - 27.4. to repair any damage caused by removing the fixture or compensate the landlord for the reasonable cost of repair.
- 28. The landlord agrees not to unreasonably refuse permission for the installation of a fixture by the tenant or to a minor alteration, addition or renovation by the tenant.

LOCKS AND SECURITY DEVICES

- 29. The landlord agrees:
 - 29.1. to provide and maintain locks or other security devices necessary to keep the residential premises reasonably secure, and

- 29.2. to give each tenant under this agreement a copy of the key or opening device or information to open any lock or security device for the residential premises or common property to which the tenant is entitled to have access, and
- 29.3. not to charge the tenant for the cost of providing the copies except to recover the cost of replacement or additional copies, and
- 29.4. not to alter, remove or add any lock or other security device without reasonable excuse (which includes an emergency, an order of the Consumer, Trader and Tenancy Tribunal, termination of a co-tenancy or an apprehended violence order prohibiting a tenant or occupant from having access) or unless the tenant agrees, and
- 29.5. to give each tenant under this agreement a copy of any key or other opening device or information to open any lock or security device that the landlord changes as soon as practicable (and no later than 7 days) after the change.

30. The tenant agrees:

- 30.1. not to alter, remove or add any lock or other security device without reasonable excuse (which includes an emergency, an order of the Consumer, Trader and Tenancy Tribunal, termination of a co-tenancy or an apprehended violence order prohibiting a tenant or occupant from having access) or unless the landlord agrees, and
- 30.2. to give the landlord a copy of the key or opening device or information to open any lock or security device that the tenant changes within 7 days of the change.
- 31. A copy of a changed key or other opening device need not be given to the other party if the other party agrees not to be given a copy or the Consumer, Trader and Tenancy Tribunal authorises a copy not be given or the other party is prohibited from access to the residential premises by an apprehended violence order.

TRANSFER OF TENANCY OR SUB-LETTING BY TENANT

- 32. The landlord and tenant agree that:
 - 32.1. the tenant may, with the landlord's written permission, transfer the tenant's tenancy under this agreement or sub-let the residential premises, and
 - 32.2. the landlord may refuse permission (whether or not it is reasonable to do so) to the transfer of the whole of the tenancy or sub-letting the whole of the residential premises, and

- 32.3. the landlord must not unreasonably refuse permission to a transfer of part of a tenancy or a sub-letting of part of the residential premises, and
- 32.4. without limiting clause 32.3, the landlord may refuse permission to a transfer of part of the tenancy or to sub-letting part of the residential premises if the number of occupants would be more than is permitted under this agreement or any proposed tenant or subtenant is listed on a residential tenancy database or it would result in overcrowding of the residential premises.
- 33. The landlord agrees not to charge for giving permission other than for the landlord's reasonable expenses in giving permission.

CHANGE IN DETAILS OF LANDLORD OR LANDLORD'S AGENT

- 34. The landlord agrees:
 - 34.1. if the name and telephone number or contact details of the landlord change, to give the tenant notice in writing of the change within 14 days, and
 - 34.2. if the address of the landlord changes (and the landlord does not have an agent), to give the tenant notice in writing of the change within 14 days, and
 - 34.3. if the name, telephone number or business address of the landlord's agent changes or the landlord appoints an agent, to give the tenant notice in writing of the change or the agent's name, telephone number and business address, as appropriate, within 14 days, and
 - 34.4. if the landlord or landlord's agent is a corporation and the name or business address of the corporation changes, to give the tenant notice in writing of the change within 14 days.

COPY OF CERTAIN BY-LAWS TO BE PROVIDED

35. The landlord agrees to give to the tenant within 7 days of entering into this agreement a copy of the by-laws applying to the residential premises if they are premises under the *Strata Schemes Management Act* 1996, the *Strata Schemes (Leasehold Development) Act* 1986, the *Community Land Development Act* 1989 or the *Community Land Management Act* 1989

MITIGATION OF LOSS

36. The rules of law relating to mitigation of loss or damage on breach of a contract apply to a breach of this agreement. (For example, if the tenant breaches this agreement the landlord

will not be able to claim damages for loss which could have been avoided by reasonable effort by the landlord.)

RENTAL BOND

37. The landlord agrees that where the landlord or the landlord's agent applies to the Rental Bond Board or the Consumer, Trader and Tenancy Tribunal for payment of the whole or part of the rental bond to the landlord, then the landlord or the landlord's agent will provide the tenant with details of the amount claimed and with copies of any quotations, accounts and receipts that are relevant to the claim and a copy of a completed Condition Report about the residential premises at the end of the residential tenancy agreement

SMOKE ALARMS

- 38. The landlord agrees to ensure that smoke alarms are installed and maintained in the residential premises in accordance with Section 146A of the *Environmental Planning and Assessment Act* 1979 if that section requires them to be installed in the premises.
- 39. The landlord and tenant each agree not to remove or interfere with the operation of a smoke alarm installed on the residential premises unless they have a reasonable excuse to do so.

SWIMMING POOLS

40. The landlord agrees to ensure that the requirements of the *Swimming Pools Act* 1992 have been complied with in respect of the swimming pool on the residential premises.

ADDITIONAL TERMS

Additional terms may be included in this agreement if:

- (i) both the landlord and tenant agree to the terms, and
- (ii) they do not conflict with the
- (iii) they do not conflict with the standard terms of this agreement.

ANY ADDITIONAL TERMS ARE NOT REQUIRED BY LAW AND ARE NEGOTIABLE.

ADDITIONAL TERM - BREAK FEE

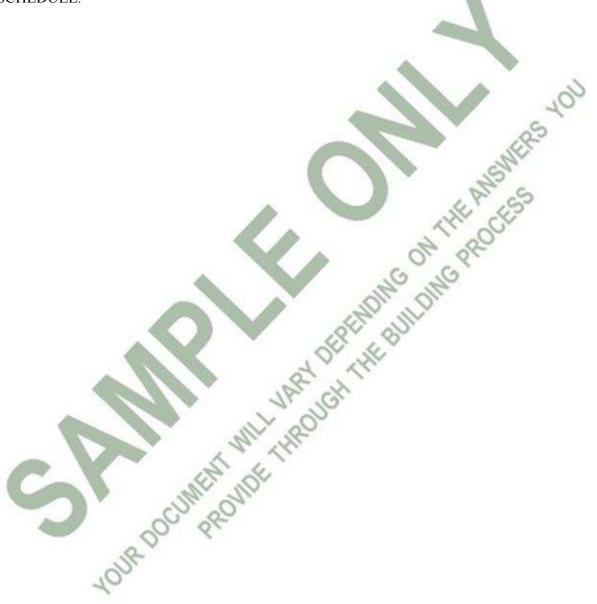
- 41. The tenant agrees that, if the tenant ends the residential tenancy agreement before the end of the fixed term of the agreement, the tenant must pay a break fee of the following amount:
 - 41.1. 6 weeks rent if less than half of the term has expired or 4 weeks rent in any other case.

ADDITIONAL TERM - PETS

42. The landlord agrees that the tenant may keep the following animals on the residential premises: 2 small dogs

43. The tenant agrees to have the carpet professionally cleaned or to have the residential premises fumigated if the cleaning or fumigation is required because animals have been kept on the residential premises during the tenancy.

ALL OTHER FURTHER ADDITIONAL TERMS ARE SET OUT IN THE ATTACHED SCHEDULE.



Note:

- 1. Definitions In this agreement:
- "landlord" means the person who grants the right to occupy residential premises under this agreement, and includes a successor in title to the residential premises whose interest is subject to that of the tenant.
- "landlord's agent" means a person who acts as the agent of the landlord and who (whether or not the person carries on any other business) carries on business as an agent for:
 - (a) the letting of residential premises, or
 - (b) the collection of rents payable for any tenancy of residential premises.
- "rental bond" means money paid by the tenant as security to carry out this agreement.
- "residential premises" means any premises or part of premises (including any land occupied with the premises) used or intended to be used as a place of residence.
- "tenancy" means the right to occupy residential premises under this agreement, and includes the person to whom such a right passes by transfer or operation of the law and a sub-tenant of the tenant.
- "tenant" means the person who has the right to occupy residential premises under this agreement, and includes the person to whom such a right passes by transfer or operation of the law and a sub-tenant of the tenant.
- 2. Continuation of tenancy (if fixed term agreement): Once any fixed term of this agreement ends, the agreement continues in force on the same terms as a periodic agreement unless the agreement is terminated by the landlord or the tenant in accordance with the *Residential Tenancies Act* 2010. This agreement provides for rent to be able to be increased if the agreement continues in force.
- 3. Ending a fixed term agreement: If this agreement is a fixed term agreement it may be ended by the landlord or the tenant by giving written notice of termination. The notice may be given at any time up until the end of the fixed term but cannot take effect until the term ends. The landlord must give at least 30 days notice and the tenant must give at least 14 days notice.
- 4. *Ending a periodic agreement*: If this agreement is a periodic agreement it may be ended by the landlord or the tenant by giving written notice of termination. The notice may be given at any time. The landlord must give at least 90 days notice and the tenant must give at least 21 days notice.
- 5. Other grounds for ending agreement: The Residential Tenancies Act 2010 also authorises the landlord and tenant to end this agreement on other grounds. The grounds for the landlord include sale of the residential premises, breach of this agreement by the tenant and hardship. The grounds for the tenant include sale of the residential premises (not revealed when this agreement was entered into), breach of this agreement by the landlord and hardship. For more information refer to that *Act* or contact NSW Fair Trading on 13 32 20.
- 6. *Warning:* It is an offence for any person to obtain possession of the residential premises without an order of the Consumer, Trader and Tenancy Tribunal if the tenant does not willingly move out. A court can order fines and compensation for such an offence.

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THE LANDLORD AND TENANT ENTER INTO THIS AGREEMENT AND AGREE TO ALL ITS TERMS.

SIGNED BY THE LANDLORD Signed by John Landlord Signature of landlord: [Name of witness]: in the presence of Signature of witness: **SIGNED BY THE TENANT(s) Signed by Greg Smith** Signature of tenant: [Name of witness]: in the presence of Signature of witness: The tenant acknowledges that, at or before the time of signing this residential tenancy agreement, the tenant was given a copy of an information statement published by the NSW Fair Trading. Signature of tenant: Signed by Alister Cook Signature of tenant: in the presence of [Name of witness]: Signature of witness: The tenant acknowledges that, at or before the time of signing this residential tenancy agreement, the tenant was given a copy of an information statement published by the NSW Fair Trading. Signature of tenant: