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RESIDENTIAL TENANCY AGREEMENT (NSW)

STANDARD FORM AGREEMENT (EXCEEDING 3 YEARS)

RESIDENTIAL TENANCY AGREEMENT (NSW)
Standard Form Agreement (exceeding 3 years)

THIS AGREEMENT is made on 20
AT

BETWEEN

LANDLORD: Company Pty Ltd

Address: 1 Sydney Street Sydney 2000

Name of landlord's agent: Other Company Pty Ltd ACN: 333 222 111

Address: 1 Perth Street Perth 5000

AND

TENANT(S):

Name: Bob Andrews

PREMISES: The landlord gives the tenant the right to occupy the premises at: 1 Brisbane Street Brisbane 7000 and the following parking space: Space 243 at 12 Smith St Roseberry and storeroom: Lot B storage at 12 Smith Street, Rosebery.

The premises are furnished. The furniture and furnishings set out in the condition report are included.

No more than Three (3) persons may ordinarily live in the premises at any one time.

RENT: The rent is \$600 per week starting on 26/02/2010:

The tenant must pay in advance on the 6th of every month.

The rent must be paid:

- (a) to the landlord or to the landlord's agent at 1 Sydney Street Sydney 2000;
- (b) or at any other reasonable place the landlord names in writing;
- (c) or into the following account by direct transfer; Commonwealth, Account name: Company Pty Ltd, BSB: 111-111, Account Number: 12312 1213, or any other account nominated by the landlord..

TERM: The term of this agreement is 1 year(s), beginning on 27/02/2010 and ending on 27/02/2011.

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CONTINUATION: At the end of the term the tenant can stay in the residential premises at the same rent (or at an increased rent if the rent is increased in accordance with the *Residential Tenancies Act 1987*) but otherwise under the same terms unless or until the agreement is ended in accordance with the *Residential Tenancies Act 1987*.

RENTAL BOND: A rental bond of \$2300 must be paid by the tenant to the landlord or the landlord's agent on or before signing this agreement.

THE AGREEMENT

1. The landlord agrees to give the tenant:
 - 1.1. a copy of clauses 2-27 (clause 13.4 excepted) of the standard form residential tenancy agreement set out in Part 1 of Schedule 1 to the Residential Tenancies Regulation 2006 , at or before the time this agreement is signed and given by the tenant to the landlord or a person on the landlord's behalf, and
 - 1.2. a copy of the notes forming part of that standard form agreement (other than Part 2 of that standard form) before the time this agreement is signed and given by the tenant to the landlord or a person on the landlord's behalf, and
 - 1.3. a copy of this agreement at or before the time the agreement is signed and given by the tenant to the landlord or a person on the landlord's behalf, and
 - 1.4. a copy of the agreement signed by both the landlord and the tenant as soon as reasonably practicable.
2. The landlord and tenant agree that clauses 2-27 (clause 13.4 excepted) of the standard form residential tenancy agreement set out in Part 1 of Schedule 1 to the Residential Tenancies Regulation 2006 are terms of this agreement as if they were set out in this agreement.

AGREEMENT TO PREPARE CONDITION REPORT

3. The landlord agrees to prepare and complete a condition report as required by this clause (unless this agreement is a renewed agreement, the landlord and tenant have agreed that clause 5 of this agreement applies, and a date has been inserted in clause 5). The landlord agrees:
 - 3.1. to prepare, or to ensure that the landlord's agent prepares, 3 copies of a condition report in the form set out in Part 2 of Schedule 1 to the Residential Tenancies Regulation 2006 (NSW), and

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Residential Tenancy Agreement (NSW)

- 3.2. to record, or to ensure that the landlord's agent records, on that report the condition of the residential premises by indicating whether the particular room item is clean, undamaged and working by placing "Y" (YES) or "N" (NO) in the appropriate column, and
- 3.3. to give 2 copies of the report to the tenant at or before the time of entering into the agreement.
4. The tenant agrees to do the following (unless this agreement is a renewed agreement, the landlord and tenant have agreed that clause 5 of this agreement applies, and a date has been inserted in clause 5):
 - 4.1. to indicate on that report the tenant's agreement or disagreement with the condition indicated by the landlord or landlord's agent by placing "Y" (YES) or "N" (NO) in the appropriate column,
 - 4.2. to return a copy of the completed condition report to the landlord or landlord's agent within 7 days of receiving the report.

AGREEMENT TO USE PREVIOUS CONDITION REPORT

5. The landlord and tenant agree that there is not a previous condition report that will be used.

CONDITION OF PREMISES

6. The tenant agrees, when this agreement ends, to leave the premises as nearly as possible in the same condition (fair wear and tear excepted) as set out in the condition report for the residential premises that forms part of this agreement. If the condition report for the premises is one referred to in clause 5 of this agreement, the condition of the premises noted in that report is to be adjusted to take account of fair wear and tear since that report was completed.

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THE LANDLORD AND TENANT ENTER INTO THIS AGREEMENT (WHICH INCLUDES THE CONDITION REPORT) AND AGREE TO ALL ITS TERMS.

SIGNED BY THE LANDLORD

Signed by Company Pty Ltd

Signature of landlord: _____

in the presence of _____ [Name of witness]:

Signature of witness: _____

SIGNED BY THE TENANT(s)

Signed by Bob Andrews

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 *The Renting Guide: Your basic rights and responsibilities as a tenant*, as published by the NSW Office of Fair Trading.

Signature of tenant: _____

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SAMPLE ONLY
YOUR DOCUMENT WILL VARY DEPENDING ON THE ANSWERS YOU PROVIDE THROUGH THE BUILDING PROCESS

ATTACHMENT FOR CLAUSE 1.1:

Clauses 2-27 (clause 13.4 excepted) of the Standard Form residential tenancy agreement set out in Part 1 of Schedule 1 to the *Residential Tenancies Regulation 2006*:

RENT

1. The tenant agrees to pay rent on time.
2. The landlord agrees to provide a receipt for any rent paid to the landlord or to ensure that the landlord's agent provides a receipt for any rent paid to the agent. If the rent is not paid in person, the landlord agrees only to make the receipt available for collection by the tenant or to post it to the tenant. (The landlord is not required to provide or make available a receipt if rent is paid into the landlord's account.)

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

3. The landlord agrees to pay:
 - 3.1. Council rates, and
 - 3.2. for water, other than water that the tenant has agreed to pay for under clauses 5.3 of this agreement, and
 - 3.3. any applicable Strata Fees, and
 - 3.4. land taxes, and
 - 3.5. the cost of installing any meters to measure the supply of water, electricity or gas, and
 - 3.6. charges under any other Act for the residential premises.
4. The tenant agrees to pay:
 - 4.1. for electricity, and
 - 4.2. for gas, and
 - 4.3. for excess water usage, and
 - 4.4. any excess garbage or sanitary charges, and
 - 4.5. any charges for pumping out a septic system.

POSSESSION OF THE PREMISES

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

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- 5.2. there is no legal reason that the landlord knows about, or should know about when signing this agreement, why the premises cannot be used as a residence for the term of this agreement.

TENANT'S RIGHT TO QUIET ENJOYMENT

6. The landlord agrees:

- 6.1. 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, and
- 6.2. that the landlord or the landlord's agent will not interfere, or cause or permit any interference, with the reasonable peace, comfort or privacy of the tenant in using the premises.

USE OF THE PREMISES

7. The tenant agrees:

- 7.1. not to use the residential premises, or cause or permit the premises to be used, for any illegal purpose, and
- 7.2. not to cause or permit a nuisance, and
- 7.3. not to interfere or cause or permit interference with the reasonable peace, comfort or privacy of neighbours.

LANDLORD'S ACCESS TO THE PREMISES

8. 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:
 - 8.1. in an emergency (including entry for the purpose of carrying out urgent repairs), or
 - 8.2. if the Consumer, Trader and Tenancy Tribunal so orders, or
 - 8.3. if there is good reason for the landlord to believe the premises are abandoned, or
 - 8.4. to inspect the premises, if the tenant gets 7 days' notice (no more than 4 inspections are allowed in any period of 12 months), or
 - 8.5. to carry out necessary repairs, if the tenant gets 2 days' notice on each occasion, or

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Residential Tenancy Agreement (NSW)

- 8.6. to show the premises to prospective buyers or mortgagees on a reasonable number of occasions, if the tenant gets reasonable notice on each occasion, or
 - 8.7. to show the premises to prospective tenants on a reasonable number of occasions if the tenant gets reasonable notice on each occasion (this is only allowed during the last 14 days of the agreement), or
 - 8.8. to install a smoke alarm or replace a battery in a smoke alarm in the residential premises, if the tenant gets 2 days' notice on each occasion, or
 - 8.9. if the tenant agrees.
9. If a person has power to enter the residential premises under clause 9.4, 9.5, 9.6 or 9.7 of this agreement the person:
- 9.1. must not enter the premises on a Sunday or a public holiday, unless the tenant agrees, and
 - 9.2. 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.
10. 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.

CLEANLINESS, REPAIRS AND DAMAGE TO THE PREMISES

11. The landlord agrees:
- 11.1. to make sure the residential premises are reasonably clean and fit to live in, and
 - 11.2. to keep the premises in reasonable repair, considering the age of, the amount of rent paid for and the prospective life of the premises.
12. The tenant agrees:
- 12.1. to keep the residential premises reasonably clean, and
 - 12.2. to notify the landlord as soon as practicable of any damage to the premises, and
 - 12.3. not to intentionally or negligently cause or permit any damage to the premises, and
 - 12.4. when the agreement ends, to leave the premises as nearly as possible in the same condition (fair wear and tear excepted) as set out in the condition report for the residential premises that forms part of this agreement. The condition report that forms part of this agreement is the condition report set out in Part 2 of this agreement unless:
 - (a) the agreement is a renewed agreement, and

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- (b) the landlord and tenant have agreed that clause 28 of this agreement applies, and
- (c) a date has been inserted in clause 28, in which case the specified earlier agreement forms part of this agreement.

ALTERATIONS AND ADDITIONS TO THE PREMISES

13. The tenant agrees:

- 13.1. not to attach any fixture or renovate, alter or add to the residential premises without the landlord's written permission, and
- 13.2. not to remove, without the landlord's written permission, any fixture attached by the tenant, and
- 13.3. to notify the landlord of any damage caused by removing any fixture attached by the tenant, and
- 13.4. to repair any damage caused by removing the fixture or compensate the landlord for the cost of repair, if the landlord asks.

14. The landlord agrees to compensate the tenant as soon as possible for the value of a fixture attached by the tenant if the landlord refuses to allow its removal.

URGENT REPAIRS

15. 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:

- 15.1. the damage was not caused as a result of a breach of this agreement by the tenant, and
- 15.2. the tenant gives or makes a reasonable attempt to give the landlord notice of the damage, and
- 15.3. the tenant gives the landlord a reasonable opportunity to make the repairs, and
- 15.4. the tenant makes a reasonable attempt to have any appropriate tradesperson named in this agreement make the repairs, and
- 15.5. the repairs are carried out, where appropriate, by licensed or properly qualified persons, and
- 15.6. 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.

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16. The type of urgent repairs to the residential premises for which the landlord agrees to make payment are repairs to:

- 16.1. a burst water service, or
- 16.2. a blocked or broken lavatory system, or
- 16.3. a serious roof leak, or
- 16.4. a gas leak, or
- 16.5. a dangerous electrical fault, or
- 16.6. flooding or serious flood damage, or
- 16.7. serious storm or fire damage, or
- 16.8. a failure or breakdown of the gas, electricity or water supply to the premises, or
- 16.9. a failure or breakdown of any essential service on the premises for hot water, cooking, heating or laundering, or
- 16.10. any fault or damage that causes the premises to be unsafe or not secure.

LOCKS AND SECURITY DEVICES

17. The landlord agrees:

- 17.1. to provide and maintain locks or other security devices necessary to keep the residential premises reasonably secure, and
- 17.2. not to alter, remove or add any lock or other security device without reasonable excuse (which includes an emergency or an order of the Consumer, Trader and Tenancy Tribunal) unless the tenant agrees, and
- 17.3. to give the tenant a copy of the key or opening device or information to open any lock or security device which is added or altered, except where the tenant agrees not to be given a copy or the Tribunal so orders.

18. 19. The tenant agrees:

- 18.1. not to alter, remove or add any lock or other security device without reasonable excuse (which includes an emergency or an order of the Consumer, Trader and Tenancy Tribunal) unless the landlord agrees, and
- 18.2. to give the landlord a copy of the key or opening device or information to open any lock or security device which is altered or added, except where the landlord agrees not to be given a copy or the Tribunal so orders.

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SMOKE ALARMS

19. The landlord agrees:

- 19.1. to install any smoke alarms that are required by law to be installed on the residential premises, and
- 19.2. not to remove or interfere with the operation of any such smoke alarm except with reasonable excuse, and
- 19.3. if any such smoke alarm has a replaceable battery (other than a back up battery), to ensure that a new battery is installed in the smoke alarm at the beginning of the term of this agreement and, if the battery needs to be replaced at any time, and the tenant is physically unable to change the battery, to replace the battery with a new battery as soon as reasonably practicable after being notified that the battery needs to be replaced.

20. The tenant agrees:

- 20.1. not to remove or interfere with the operation of any smoke alarm installed on the residential premises except with reasonable excuse, and
- 20.2. if any such smoke alarm has a replaceable battery (other than a back up battery), to ensure that the battery is replaced whenever necessary or, if the tenant is physically unable to change the battery, to notify the landlord as soon as reasonably practicable after becoming aware that the battery needs to be replaced, and
- 20.3. to notify the landlord if any smoke alarm installed on the residential premises is not functioning properly.

TENANT'S RESPONSIBILITY FOR THE ACTIONS OF OTHERS

21. The tenant agrees to be responsible to the landlord for any act or omission by any person the tenant allows on the residential premises who breaks any of the terms of the agreement.

RIGHT TO ASSIGN OR SUB-LET

22. A tenant may with the landlord's prior permission assign the whole or part of the tenant's interest under this agreement or sub-let the residential premises.

23. The landlord agrees not to charge for giving permission other than for the landlord's reasonable expenses in giving permission.

LANDLORD'S CHANGE OF ADDRESS

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24. The landlord agrees:

- 24.1. 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
- 24.2. if the name 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 or business address, as appropriate, within 14 days, and
- 24.3. if the landlord or landlord's agent is a corporation and the name of the secretary or other responsible agent of the corporation changes or the address of the registered office of the corporation changes, to give the tenant notice in writing of the change within 14 days.

CHANGE OF ADDRESS OF CERTAIN TENANTS

25. The tenant (who is a corporation other than a statutory corporation) agrees, if the address of the registered office of the tenant changes, to give the landlord notice in writing of the changed address.

COPY OF CERTAIN BY-LAWS TO BE PROVIDED

26. 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

27. 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

28. 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

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tenant with details of the amount claimed and with copies of any quotations, accounts and receipts that are relevant to the claim.

AGREEMENT TO USE PREVIOUS CONDITION REPORT

29. The landlord and tenant agree that there is not a previous condition report that will be used.

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YOUR DOCUMENT WILL VARY DEPENDING ON THE ANSWERS YOU
PROVIDE THROUGH THE BUILDING PROCESS

ATTACHMENT FOR CLAUSE 1.2:

NOTES

1. Definitions In this agreement:

"landlord" means the person who grants the right to occupy residential premises under this agreement, and includes the person's heirs, executors, administrators and assigns,

"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,

"regulations" means regulations under the *Residential Tenancies Act 1987*,

"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,

"tenant"/"tenants(s)" means the persons who has the right to occupy residential premises under this agreement, and includes the person's heirs, executors, administrators and assigns.

2. Notes on ending the tenancy: The first step to end a tenancy is, almost always, for the landlord or the tenant to give a notice of termination. The tenancy ends when the tenant moves out, on or after the day specified in the notice, or when the Consumer, Trader and Tenancy Tribunal orders the tenancy to end.

3. Notices of termination

3.1. A notice of termination must:

- (a) be in writing, and
- (b) state the address of the rented premises, and
- (c) be signed and dated, and
- (d) allow the required period of time, and
- (e) give the date the tenant intends to, or is requested to, move out on, and
- (f) give the reasons for ending the agreement (if any), and
- (g) be properly given.

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- 3.2. If the notice is given by or on behalf of a landlord, the notice must state that “information about the tenant’s rights and obligations can be found in the residential tenancy agreement”.
4. How notices are properly given
- 4.1. A notice of termination given to a tenant may be:
- (a) posted to the tenant’s home, or
 - (b) given to the tenant personally, or
 - (c) given to a person aged over 16 who normally pays the rent, or
 - (d) given to a person aged over 16 at the premises to pass on to the tenant.
- 4.2. A notice of termination given to a landlord may be:
- (a) posted to the landlord’s address, or
 - (b) given to the landlord (or to the landlord’s agent) personally, or
 - (c) posted or faxed to the landlord’s agent’s place of business, or
 - (d) given to a person aged over 16 who normally collects the rent.
5. When and how much notice can be given?
- 5.1. When and how much notice can be given depends on the type of residential tenancy agreement and the reasons for giving notice.
- 5.2. There are 2 types of agreements; “fixed term agreements” and “continuing agreements”:
- (a) a "fixed term agreement" is one that is for a specified period of time and ends on a specified date. If the date this agreement is due to end (see page 1 of this agreement) has not passed you are still on a fixed term agreement, and
 - (b) a "continuing agreement" does not end on a specified date. These agreements usually begin when a fixed term agreement expires and a new one is not entered into, although an agreement can be a continuing one from the beginning.
6. How to end a fixed term agreement: A fixed term agreement may be ended for the following reasons, provided that at least 14 days’ notice is given:
- (a) if the tenant breaks one of the agreement’s terms,
 - (b) if the tenant is more than 14 days in arrears of rent,
 - (c) if the landlord breaks one of the agreement’s terms,

- (d) if the landlord or tenant want to end the tenancy at the end of a fixed term agreement (in which case, notice can be given until the final day of the fixed term period, otherwise the agreement becomes a continuing agreement).

7. How to end a continuing agreement

7.1. Unlike fixed term agreements, the amount of notice that a tenant or a landlord must give to end a continuing agreement is not always the same.

7.2. A continuing agreement may be ended by a landlord in the following ways:

- (a) without stating a reason (in which case at least 60 days' notice must be given),
- (b) on exchange of a sale contract that requires vacant possession of the rented premises (in which case at least 30 days' notice must be given),
- (c) if the tenant breaks one of the agreement's terms or is more than 14 days in arrears of rent (in which case at least 14 days' notice must be given).

7.3. A continuing agreement may be ended by a tenant:

- (a) without reason (in which case at least 21 days' notice must be given), or
- (b) if the landlord breaks one of the agreement's terms (in which case at least 14 days' notice must be given).

8. Vacant possession A notice of termination does not end the tenancy by itself. The tenant must return vacant possession of the premises to the landlord, on or after the day specified in the notice, for the tenancy to end. An application may be made to the Consumer, Trader and Tenancy Tribunal if the tenant does not vacate when required.

9. Warning It is an offence for any person to obtain possession of the premises without an order of the Consumer, Trader and Tenancy Tribunal if the tenant does not willingly move out.

Fines and compensation can be ordered by a court in relation to such offences.

10. Rent increases

10.1. The landlord cannot increase the rent during the fixed term unless the agreement sets out the amount of the increase or the method of calculating the amount of the rent increase.

10.2. The tenant must get 60 days' notice in writing if the landlord wants to increase the rent. This applies even when the agreement provides for, or permits, a rent increase. Where a notice of an increase has been given and the landlord and tenant subsequently agree to a

lesser increase than in the notice, the landlord does not need to give a further 60 days' notice.

- 10.3. The tenant can apply to the Consumer, Trader and Tenancy Tribunal within 30 days of getting the notice of the rent increase for an order that the rent increase is excessive, having regard to the general market level of rents for similar premises in similar locations.
- 10.4. If the landlord has reduced or withdrawn any goods, services or facilities, the tenant can at any time apply to the Tribunal for an order that the rent is excessive.

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PROVIDE THROUGH THE BUILDING PROCESS