



RESIDENTIAL TENANCY PERIODIC AGREEMENT

Parties to this agreement should consider obtaining legal advice about their rights and obligations under the agreement.

LANDLORD: (Landlord details must be completed even if an agent is acting for the landlord)

Insert full name/s: JASON PETER DALCO & KELLY ANNE SWINTON		
Address for service of documents (must not be agent's address): 49 DRYSDALE GARDENS		
WANDI	WA	Postcode: 6167
Contact telephone number (only required if no agent is managing the property for the landlord): 0409 886 016(KS) EMAIL: kellyswntn@yahoo.com.au		

AGENT:

Insert name of registered agent or person managing the property for the landlord:		
Address (for service of documents):		RIA:
		Postcode:
Telephone:	Mobile:	Email address for service of notice or document:

TENANT/S

Insert full name of tenant 1: PETER BUTLER	
Contact telephone number: 0409 193 269	Email address for service of notice or document:
Insert full name of tenant 2:	
Contact telephone number:	Email address for service of notice or document:
Insert full name of tenant 3:	
Contact telephone number:	Email address for service of notice or document:

ADDRESS OF PREMISES:

LOT 905 HOLLY CRESCENT, COOPER POND SA 5723

COMMENCEMENT OF AGREEMENT:

Start date: / /

BOND AMOUNT:

\$ 200

RENT:

Weekly amount: \$50	Payment of rent will be made on: Insert day of week rent is due	of each week/fortnight/month WEEK
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METHOD OF PAYMENT: An option to pay the rent by an alternative method not involving attendance at the premises must be offered to the tenant.

Insert how/where the rent is to be paid:
DIRECT DEPOSIT

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TERMS OF THE AGREEMENT

1. **Application of the Act and Regulations**
The landlord and the tenant are legally bound to comply with the provisions of the *Residential Tenancies Act 1995* and the associated Regulations. An agreement or arrangement that is inconsistent with this Act or purports to exclude, modify or restrict the operation of this Act, is (unless the inconsistency, exclusion, modification or restriction is expressly permitted under this Act) to that extent void.
2. **Maintenance of premises - landlord**
The landlord will hand over the premises and ancillary property in a reasonable state of cleanliness, maintain the premises in a reasonable state of repair and abide by all legal requirements regarding the buildings and health and safety in respect of the premises.
3. **Maintenance of premises - tenant**
The tenant will keep the premises and ancillary property in a reasonable state of cleanliness and will notify the landlord of any damage to the premises or any state of disrepair that arises during the tenancy. The tenant must not intentionally or negligently cause or permit damage to the premises or ancillary property.
4. **Use of premises**
The tenant will not use, allow or cause the premises to be used for any illegal purpose or cause, or allow a nuisance. The tenant must not cause or permit an interference with the reasonable peace, comfort or privacy of another person who resides in the immediate vicinity of the premises.
5. **Handing over vacant possession without legal impediment**
At the commencement of the agreement the landlord will hand over vacant possession of the premises to the tenant (except for any part reserved for the landlord's own use set out in this document). When handing over vacant possession the landlord agrees that there is no legal impediment (either known or that should reasonably be known) that would prevent the tenant from using the premises as a residence for the term of the tenancy.
6. **Tenant's right to peace comfort and privacy**
The landlord will not cause or allow any interference with the peace, comfort or privacy of the tenant and will take all reasonable steps to enforce this obligation upon any other tenant of the landlord in occupation of other premises.
7. **Landlord's right of entry**
All entry is to be made between 8am and 8pm on any day other than a Sunday or public holiday. The landlord may, subject to the conditions in term 6 above, enter the premises:
 - (a) in an emergency;
 - (b) at a time previously arranged with the tenant, but not more than once every week to collect rent. (provided a reasonable alternative method of paying rent not involving attendance at the premises has been offered, but not accepted by the tenant);
 - (c) to inspect the premises, not more frequently than once every four weeks, by giving written notice seven to fourteen days before entering the premises specifying a period of up to 2 hours within which the proposed entry will occur. A 2 hour period does not apply if the premises are in a remote location or it is necessary for the landlord or agent to be accompanied by a person at the inspection;
 - (d) to carry out garden maintenance, but only at a time previously arranged with the tenant no more than 7 days before the day of entry or by giving written notice 7 to 14 days before entering the premises;
 - (e) to carry out necessary maintenance or repairs after giving at least 48 hours notice;
 - (f) after giving reasonable notice to the tenant to show the premises to prospective tenants during the last 28 days of a tenancy;
 - (g) to show the premises to prospective purchasers on not more than 2 occasions in any 7 day period after giving reasonable notice, or at a time previously arranged with the tenant;
 - (h) to determine whether a breach has been remedied after having given notice of a breach under section 80 of the Act to the tenant and after giving written notice of no less than 7 and no more than 14 days on a prescribed form;
 - (i) for some other genuine purpose after giving written notice 7 to 14 days before entering, or with the consent of the tenant;
 - (j) if the landlord believes on reasonable grounds that the tenant has abandoned the premises.

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If the tenant indicates that he or she wants to be present during the entry, the landlord must make reasonable effort to negotiate an entry time that is convenient for the tenant to be present, taking into account the commitments of both the tenant and the persons entering the premises. This does not apply to entry in an emergency, to determine if a breach has been remedied, or to determine if the property has been abandoned.

8. **Locks and security devices**
The landlord will provide and maintain locks and other devices that are necessary to ensure the premises are reasonably secure. Neither the landlord nor the tenant will alter or remove a lock or security device or add a lock or security device without the consent of the other. Neither the landlord nor the tenant will unreasonably withhold consent to the alteration, removal or addition of a lock or security device by, and at the expense of, the other.
9. **Alterations and additions**
The tenant must not, without the landlord's written consent, make an alteration or addition to the premises. The landlord will not unreasonably withhold consent to an alteration or addition that is necessary to ensure the provision of infrastructure or a service of a prescribed kind.
10. **Removal of fixtures**
Where the landlord gives consent to a tenant's request to carry out an alteration or addition to the premise, the tenant may remove a fixture affixed to the premises unless its removal would cause damage to the premises.
11. **Compensation for damages when removing a fixture**
If a tenant causes damage to the premises by removing a fixture, the tenant must notify the landlord and, at the option of the landlord, repair the damage or compensate the landlord for the reasonable cost of repairing the damage.
12. **Subletting or assignment**
The tenant has the right, with the landlord's written approval, to sublet the rental premises, or assign their interest to another party. The landlord cannot unreasonably withhold consent or charge for subletting or assignment, except for reasonable incidental expenses in doing so.
13. **Termination by landlord or tenant for breach of agreement**
If a breach is capable of being remedied either the landlord or the tenant may terminate the tenancy by notice of termination given to the other for breach of any term of the agreement. Such notice is to be in the written form required by regulation, specifying the breach and informing the tenant or landlord that if the breach is not remedied within a specified period (which must be a period of at least 7 clear days) from the date the notice is given, then the tenancy is terminated by force of the notice.
14. **Termination for rent arrears**
Where the landlord seeks to terminate a tenancy on the basis of the tenant's failure to pay rent, rent must be outstanding for at least 14 days before the landlord can issue a notice of termination for the breach.
15. **Termination on hardship grounds**
Either the landlord or the tenant may apply to the Residential Tenancies Tribunal for an order to terminate a tenancy because the continuation of the tenancy would cause undue hardship.
16. **Termination by landlord - certain purposes**
The landlord may give the tenant at least 60 days notice of termination of this agreement in the written form required by regulation if:
 - (a) possession of the premises is required for demolition;
 - (b) possession of the premises is required to carry out repairs or renovations that cannot be done with reasonable convenience while the tenant remains in possession of the premises;
 - (c) possession of the premises is required for personal occupation or occupation by the landlord's spouse, child, parent, or the spouse of a child or parent;
 - (d) a contract for sale of the premises has been entered into under which the landlord is required to give vacant possession of the premises.
17. **Termination by landlord - no grounds**
The landlord may give the tenant at least 90 days notice of termination of this agreement without specifying any ground for the notice. The notice must be given in the written form required by regulation.

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18. Termination by tenant - no grounds

The tenant may give the landlord in writing at any time at least 21 days, or a period equivalent to a single period of the tenancy (whichever is the longer), notice of termination of this agreement without specifying any ground for the notice. The notice must be given in the written form required by regulation.

19. Insurance

The parties acknowledge that should they want their property insured; the landlord would be responsible to insure their dwelling, fixtures and fittings and the tenant would be responsible to insure their personal belongings and furnishings.

DOMESTIC APPLIANCE REQUIRING INSTRUCTION: *Manufacturers' manuals, or written or oral instructions must be provided to the tenant.*

List all appliances or devices provided as part of the agreement for which it would be reasonable to expect the tenant to require instructions e.g. air conditioner:

.....
.....

WATER USE AND SUPPLY: *In the absence of a specific agreement with the tenant, if the water supply is separately metered, the tenant is responsible to pay for all water use and the water supply charge. The tenant is not required to pay charges for water unless the landlord requests payment from the tenant within 3 months of the issue of the bill, or the tenant has requested a copy of the account from the landlord and the landlord failed to provide it (at no cost) within 30 days of the request.*

Tick one box:

All water use and supply charge <input checked="" type="checkbox"/>	All water use only <input type="checkbox"/>	Supply charge only <input type="checkbox"/>	Other <input type="checkbox"/>	Insert details of other agreement:
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EXCLUSIONS:

Describe those parts of the premises not subject to this agreement with as much detail as possible, attach list if necessary:

.....

ADDITIONAL TERMS OF AGREEMENT

Insert any other terms of the agreement e.g. no pets:

THE TENANT IS RESPONSIBLE FOR ALL WATER, POWER & GAS USAGE & SUPPLY CHARGES.
PETS ARE ALLOWED ON THE PROPERTY

SIGNATURE OF LANDLORD/S OR AGENT:

.....	Date: / /
.....	Date: / /

SIGNATURE OF TENANT/S: *Ensure you have read all terms of this agreement before signing.*

X *PLB*

.....	Date: / /
.....	Date: / /
.....	Date: / /



DIRECT DEBIT REQUEST (DDR)

THIS IS A ONCE-OFF AUTHORITY ONLY

Tenancies
Customer Service Centre
91 Grenfell Street
ADELAIDE SA 5000

GPO Box 965
ADELAIDE SA 5001

Tel: 131 882
www.sa.gov.au

Please use BLOCK LETTERS.

Customer Name: I / We BUTLER PETER LAWRENCE
(Surname) (Given names)

authorise CBS – Tenancies, APCA User ID Number 079565,
to arrange for funds to be debited from my/our account to the value of \$ 200.00 (amount
of bond) at the financial institution identified below, for the purpose of bond lodgement.
Note: Please ensure that value (amount of bond) is completed.

Address of rented premises: 905 HOLLY CRESENT, COOBER PEDY

Details of the account to be debited

(All account details must be supplied)

NB: The bank account details must match the parties of the bond. We cannot
withdraw money from a third party account.

Name and branch of financial institution: WESTPAC, COOBER PEDY

BSB number: 735 - 078 This **must** be 6 digits

Account number: 505241 Can not be more than 9 characters

Note: Please ensure the account and BSB number that you are providing are
correct. Direct debiting is not available on a full range of accounts and if you
are unsure please clarify with your financial institution.
Credit union cheques may not show their own BSB number. Check with the
credit union for the correct BSB number to use for direct debit.

Account name: MR. PETER LAWRENCE BUTLER
(Name of account holder)

Customer signature(s): [Signature]
(all signatories may be required to sign on joint accounts)

Date: 17/02/15

ATTACH THIS FORM SECURELY TO THE BOND LODGEMENT FORM

OFFICE USE ONLY

Bond No:

Date processed:/...../.....

Officer's name:

DDR service agreement for individuals can
be viewed at www.sa.gov.au/tenancy/renters



Consumer and Business Services
Customer Service Centre, 91 Grenfell Street, ADELAIDE SA 5000
GPO Box 965, ADELAIDE SA 5001 Office hours: 9 am - 5 pm
Telephone: 131 882
www.sa.gov.au/tenancy/renters

BOND NUMBER (OFFICE USE ONLY)

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Residential tenancy Rooming house

BOND LODGEMENT FORM

PLEASE COMPLETE FORM IN CLEAR PRINT USING BLUE OR BLACK PEN

IMPORTANT

- Landlords must lodge this form within 7 days and registered agents within 30 days of receipt of the full or any part payment of bond monies.
- If the tenant does not sign this form, the bond must still be lodged within the required time frame.
- Residential tenancy bonds cannot exceed 4 weeks rent (or 6 weeks if the rent payable is over \$250 pw).
- Make cheques payable to the Residential Tenancies Fund.
- Faxed, emailed or photocopied forms will not be accepted.

ADDRESS of rental premises (USE BLOCK LETTERS)	
Unit/apartment/room no:	Street no:
LOT 905	
Street name:	
HOLLY CRESCENT	
Suburb:	Postcode:
COOPER PADY SA	5723
Weekly rental: \$ 50	No of bedrooms (if not a rooming house): 1
Amount of bond being lodged: \$ 200	Part bond payment? YES <input type="checkbox"/> NO <input type="checkbox"/>
Tenancy commenced:	Bond received by landlord/proprietor/agent:
PLEASE ENSURE THAT ALL DETAILS WITHIN THIS BOX ARE COMPLETED	

TENANT/RESIDENT details (USE BLOCK LETTERS)		
Tenant/resident 1: Surname	First Names	Daytime phone number/s
BUTLER	PETER	0409 193 269
Email address (for bond receipt)		
Tenant/resident 2: Surname	First Names	
Email address (for bond receipt)		
Tenant/resident 3: Surname	First Names	
Email address (for bond receipt)		

LANDLORD/PROPRIETOR details (USE BLOCK LETTERS)		Daytime phone number/s
Surname	First Names	
DALCO & SWINTON	JASON & KELLY	0409 886 016
Address		Fax:
49 DRYSDALE GARDENS WANDI WA Postcode 6167		
Email address (for bond receipt)		
kellyswntn@yahoo.com.au		

AGENT details (USE BLOCK LETTERS)		RLA:
		Work:
Address		Fax:
Postcode		Mobile:

SIGNATURES (PLEASE SIGN IN BLUE OR BLACK INK)		
Tenant/Resident	<i>[Signature]</i>	Date:
Landlord/Agent/Proprietor		Date:

Please submit original forms only - faxes or e-mails not accepted