

**Jellis Craig Bentleigh**

390 Centre Road,  
Bentleigh, Victoria 3204

P: 03 9593 4500

E: bentleigh@jellisraig.com.au

ABN: 31456774301

**Jellis  
Craig**

# Residential Rental Agreement

for

3/1 Bleazby Street, Bentleigh VIC 3204



This agreement is between **Faineant Pty Ltd atf Esther Ruberl Superannuation Fund** and **Alon Beder, Tayla Levinthal**.

Agreement Start Date: Sat 04/02/2023

## **Residential Tenancy Agreement**

# **Residential Tenancies Act 1997 / Residential Tenancies Regulations 2008**

This agreement is made on the **Tue 07/02/2023**.

This agreement is between

### **The Rental Provider(s):**

**Faineant Pty Ltd atf Esther Ruberl Superannuation Fund**

### **Whose agent is (if applicable):**

Jellis Craig Bentleigh  
ABN: 31 456 774 301  
390 Centre Road, Bentleigh Victoria 3204  
PH: 03 9593 4500

### **And the Renter(s):**

#### **1) Alon Beder**

Address: 3/1 Bleazby Street, Bentleigh Vic 3204

#### **2) Tayla Levinthal**

Address: 3/1 Bleazby Street, Bentleigh Vic 3204

## GENERAL

### 1. Agreement

This Agreement is made between the **Rental Provider** who has appointed **Jellis Craig** as its agent and the **Renter**.

### 2. Premises and Rent

The **Rental Provider** lets the **Premises** to the **Renter** for the **Rental** of which the first instalment is payable on the **Start Date** and payable by the **Renter** to **Jellis Craig**.

### 3. Bond

The **Renter** shall pay a **Bond** to **Jellis Craig** on or before the signing of this **Agreement**. Unless the **Rental** is greater than the amount prescribed from time to time pursuant to the **Act** the maximum Bond is one month's rent subject to any higher amount ordered by the Victorian Civil and Administrative Tribunal ("**VCAT**"). In some cases, the **Rental Provider** may ask **VCAT** to increase this limit.

In accord with the **Act**, the **Rental Provider** must lodge the **Bond** with the Residential Tenancies Bond Authority ("**RTBA**") within 10 business days of receiving the **Bond**. The **RTBA** will send the **Renter** a receipt for the **Bond**. If the **Renter** does not receive a receipt within 15 business days from when the **Bond** was paid the Renter may:

3.1 email the **RTBA** at [rtba@justice.vic.gov.au](mailto:rtba@justice.vic.gov.au); or

3.2 call the **RTBA** on 1300 137 164.

### 4. Fixed Term Tenancy

The term of this **Agreement** shall be from the **Start Date** and ending on the **End Date**.

### 5. No Promise of Renewal

The **Renter** acknowledges that no promise, representation or warranty has been given by the **Rental Provider** or **Jellis Craig** in relation to any further renewal of this **Agreement** other than as specified in the **Schedule**.

### 6. Periodic Tenancy

If the **Renter** remains in occupation of the **Premises** after the expiration of this **Agreement** and does not enter into a new fixed term **Agreement** the tenancy reverts to a periodic tenancy such that the **Renter** must give written notice of the intention of the **Renter** to vacate the **Premises** specifying a termination date that is not earlier than 28 days after the day on which the **Renter** gives written notice.

### 7. Condition of the Premises

The **Rental Provider**:

7.1 must ensure that the **Premises** comply with the Rental Minimum Standards prescribed by the **Act** and is vacant and reasonably clean when the **Renter** moves into the **Premises**; and

7.2 must maintain the **Premises** in good repair and in a fit condition for occupation; and

7.3 agrees to do all the safety related maintenance and repair activities incorporated in this **Agreement**, and.

7.4 if the **Rental Provider** owns or controls the common areas relating to the **Premises**, take reasonable steps so that the common areas are maintained in good repair.

The **Renter** must follow all safety related activities incorporated in this **Agreement** and not remove deactivate or otherwise interfere with the operation of prescribed safety devices at the **Premises**.

## 8. Damage to the Premises

- 8.1 The **Renter** must take reasonable care to avoid damaging the **Premises** and any common areas.
- 8.2 The **Renter** who becomes aware of damage to the **Premises** must give notice to **Jellis Craig** of any damage to the **Premises** as soon as practicable.

## 9. Cleanliness of the Premises

- 9.1 The **Rental Provider** must ensure that the **Premises** are in a reasonably clean condition on the day on which it is agreed that the **Renter** is to enter into occupation of the **Premises**.
- 9.2 The **Renter** must keep the **Premises** in a reasonably clean condition during the period of this **Agreement**.

## 10. Quiet Enjoyment

The **Rental Provider** must take all reasonable steps so that the **Renter** has quiet enjoyment of the **Premises**.

## 11. Transfer or Subletting

- 11.1 The **Renter** must not transfer or sublet the whole or any part of the **Premises** without the written consent of the **Rental Provider**. The consent of the **Rental Provider** must not be unreasonably withheld.
- 11.2 The **Rental Provider** must not demand or receive any fee or payment for the consent, except in respect of any fees, costs or charges incurred by the **Rental Provider** in relation to the preparation of a written transfer of this **Agreement**.
- 11.3 If during the term of the tenancy the people in occupation of the **Premises** change:
- 11.3.1 the **Renter** must as soon as practicable notify the **Rental Provider** or **Jellis Craig** in writing and comply with clause 11 of this **Agreement**;
- 11.3.2 if the **Renter** transfers the tenancy or sub-lets any part of the **Premises** contrary to clause 11 of this **Agreement**, or if the **Renter** abandons the **Premises** or cancels the tenancy, the **Renter** may be required to reimburse the reletting expenses of the **Rental Provider** including (but not limited to):
- a pro-rata letting fee;
  - pro-rata advertising or marketing expenses incurred;
  - **Rental** data base checks on applicants;
  - **Rental** on the **Premises** until the first to occur of the **Agreement** being assigned or cancelled or expiry of the tenancy;
- 11.3.3 the **Renter** acknowledges that the **Renter** will be required to reimburse the **Rental Provider** or **Jellis Craig** for any cost or charge incurred in preparing a written transfer of this **Agreement** in accord with the fees within the **Rental Provider's** appointment of **Jellis Craig** as agent to manage the **Premises**.
- 11.3.4 the obligation of the **Renter** to pay the reletting expenses of the **Rental Provider** is subject to the **Rental Provider** taking reasonable steps to mitigate any loss arising from default by the **Renter**.
- 11.4 The **Rental Provider** may give the **Renter** notice to vacate if the **Renter** assigns or sub-lets the **Premises** without consent.

## 12. Residential Tenancies Act 1997

Each party must comply with the **Act**. Reference should be made to the **Act** and for further rights and duties. Additional terms which do not take away the rights and duties included in the **Act** or may be set out in this **Agreement**. To the extent there is an inconsistency between the terms of this **Agreement** and the **Act**, the terms of the **Act** will prevail to the extent of that inconsistency. Any additional terms must also comply with the Unfair Contract Terms under the Australian Consumer Law. Contact Consumer Affairs Victoria on 1300 558 181 for further information.

## 13. Residential Tenancy Database

In accord with Section 439 of the **Act**, **Jellis Craig** will, within 14 days of receipt of a written request, provide a copy of any listing located on a residential tenancy database used by **Jellis Craig**. Provision of this information may incur a fee.

## 14. Rental Provider Obligations

14.1 The **Rental Provider** may issue a notice to vacate in accord with the **Act** during the term of this **Agreement** and the **Renter** must vacate the **Premises** at the expiration of the notice period given in the notice to vacate.

14.2 The **Rental Provider** or **Jellis Craig** may during the last month of the term of this **Agreement** place a "to let" notice on the **Premises**. The **Rental Provider** or **Jellis Craig** may put on the **Premises** a notice or notices "for sale" or "auction" at any time during the term of this **Agreement**.

14.3 The **Rental Provider** must not increase the **Rental** more than once in every 12 months.

14.4 Unless this **Agreement** is specified in the **Schedule** to be for a fixed term the **Rental Provider** may, in accord with the provisions of Section 44 of the **Act**, increase the **Rental** by giving the **Renter** at least 60 days' written notice of the increase.

14.5 This **Agreement** may only be amended in writing signed by the **Rental Provider** and the **Renter**.

14.6 Where the **Premises** form part of a building, the **Rental Provider** has the right to make and/or alter rules and regulations for the **Premises** and the **Renter** will be bound by such rules and regulations of the **Act**.

## COMMENCING THE TENANCY

### 15. Availability of Premises

**Jellis Craig** will use its best endeavours so that the **Premises** are available on the **Start Date**.

### 16. Payment for Services

The **Renter** shall pay all charges in respect of the reconnection and consumption of water, electricity, gas, oil and telephone where the **Premises** is separately metered for these services as stipulated in the **Act**:

16.1 The **Renter** shall pay all charges in respect of the reconnection and consumption of water, electricity, gas, oil and telephone where the **Premises** is separately metered for these services as stipulated in the **Act**.

16.2 The **Renter** acknowledges that it is the responsibility of the **Renter** to arrange reconnection of services and power. It is the **Renter's** responsibility to turn the main switch off to allow the power to be connected as required by the electricity provider. No claim shall be made against the **Rental Provider** or **Jellis Craig** should the power not be connected at the commencement of this **Agreement**.

16.3 The **Renter** acknowledges that all arrangements for reconnection of a telephone line or national broadband network ("NBN") connection to the **Premises** shall be at the cost of the **Renter**. The **Renter** must check with any preferred provider of telecommunication services before signing this **Agreement** to confirm the status and availability of a telephone line or NBN connection if the NBN is not yet connected.

## 17. Contents Insurance

The **Renter** acknowledges that any insurance policy of the **Rental Provider** does not provide cover for the personal possessions of the **Renter**. It is strongly recommended that the **Renter** should take out contents insurance to adequately cover those possessions.

## 18. Non-residential use of Premises

The **Renter** shall only use the **Premises** for residential purposes unless the prior written consent of the **Rental Provider** has been obtained for any other use. The **Rental Provider** may impose reasonable terms and conditions on giving any consent. Any other use may be subject to council or other approval and any costs associated with such approvals will be the responsibility of the **Renter**. The **Renter** must not permit any short term or long term letting or licencing the use and/or occupation of any part of the **Premises** without the prior written consent of the **Rental Provider**. Any request for consent must be made in writing to **Jellis Craig**.

## 19. No Representations

To the maximum extent permitted by law, the **Renter** acknowledges that no promise, representation, warranty or undertaking has been given by the **Rental Provider** or **Jellis Craig** in relation to the suitability of the **Premises** for the purposes of the **Renter** otherwise than as provided in this **Agreement**.

## 20. Condition Report and other documents

20.1 The **Renter** must be given 2 copies of the Condition Report (or one emailed copy) on or before the date the **Renter** moves into the **Premises**.

20.2 The **Renter** acknowledges having received before entering into occupation of the **Premises** an electronic or written statement setting out the rights and duties of the **Rental Provider** and **Renter** under a tenancy agreement ("Renting a Home – A Guide for Tenants").

20.3 The **Renter** acknowledges that the Condition Report provided at the commencement of the tenancy must be signed and returned to **Jellis Craig** within 5 business days after entering into occupation of the **Premises**. If the Condition Report is not returned, the copy held by **Jellis Craig** will be accepted as conclusive evidence of the state of repair or general condition of the **Premises**, at the commencement of this **Agreement**.

20.4 The **Renter** acknowledges having received before entering into this **Agreement** an electronic or written disclosure statement as required by the **Act**.

## 21. Rental Provider Termination

The **Renter** acknowledges that the **Rental Provider** may require possession of the **Premises** at the termination of this **Agreement** and may issue a notice to vacate in accord with the **Act** requiring vacant possession on the expiry of this **Agreement**.

## 22. Owners Corporation

A copy of the rules of any owner's corporation affecting the **Premises** are attached to this **Agreement**. The **Renter** must comply with the rules of the owner's corporation or any amending/superseding rules, a copy of which are provided to the **Renter**. The **Renter** is not obliged to contribute to owner's corporation capital costs or other

owner's corporation expenses that would but for this clause be payable by the **Rental Provider**.

## 23. Floor Protection

If the **Premises** include polished floorboards/floating floor, it shall be the responsibility of the **Renter** to fit floor protectors to all items of furniture to protect the floorboards from scratching. Stiletto shoes must not be worn at any time by any occupant and/or invitee of the **Renter** throughout the tenancy to prevent indentation being caused to the floors.

## DURING THE TENANCY

### 24. Electrical Safety Checks

24.1 The **Rental Provider** must ensure an electrical safety check of all electrical installations appliances and fittings provided by the **Rental Provider** in the **Premises** is conducted every 2 years by a licensed or registered electrician and must provide to the **Renter** in writing the date of the most recent safety check on request by the **Renter**.

24.2 If an electrical safety check of the **Premises** has not been conducted within the last 2 years at the time the **Renter** first occupies the **Premises** the **Rental Provider** must arrange for an electrical safety check as soon as practicable.

### 25. Gas Safety Activities

These safety related activities only apply if the **Premises** contain any appliances fixtures or fittings which use or supply gas:

28.1 The **Rental Provider** must ensure that a gas safety check of all gas installations and fittings in the rented **Premises** is conducted every 2 years by a licensed or registered gas fitter and must provide in writing to the **Renter** the date of the most recent safety check on request by the **Renter**.

28.2 If a gas safety check has not been conducted within the last 2 years at the time the **Renter** first occupies the **Premises** the **Rental Provider** must arrange for a gas safety check as soon as practicable.

### 26. Smoke Alarm Safety Activities

26.1 The **Rental Provider** must ensure that:

26.1.1 any smoke alarm is correctly installed and in working condition; and

26.1.2 any smoke alarm is tested according to the manufacturer's instructions at least once every 12 months; and

26.1.3 the batteries in each smoke alarm are replaced as required.

26.2 The **Rental Provider** must immediately arrange for a smoke alarm to be repaired or replaced as an urgent repair if the **Rental Provider** is notified by the **Renter** that it is not in working order.

26.3 On or before the commencement of this **Agreement** the **Rental Provider** must provide the **Renter** with the following information in writing:

26.3.1 information about how each smoke alarm in the **Premises** operates;

26.3.2 information about how to test each smoke alarm in the **Premises**;

26.3.3 information about the **Renter's** obligations not to tamper with any smoke alarm and to report if a smoke alarm in the **Premises** is not in working order.

26.4 The **Renter** must check each smoke detector in the **Premises** on a regular basis to ensure it is fully operational.

26.5 The **Renter** must give written notice to the **Rental Provider** as soon as practicable after becoming aware that a smoke alarm in the **Premises** is not in working order.

## 27. Swimming Pool Barrier Safety Activities

These safety related activities only apply if the **Premises** contain a swimming pool:

27.1 the **Rental Provider** must ensure that the swimming pool barrier is maintained in good repair;

27.2 the **Renter** must give written notice to the **Rental Provider** as soon as practicable after becoming aware that the swimming pool barrier is not in working order;

27.3 the **Rental Provider** must arrange for a swimming pool barrier to be immediately repaired or replaced as an urgent repair if the **Rental Provider** is notified by the **Renter** that it is not in working order;

27.4 the **Rental Provider** must provide the **Renter** with a copy of the most recent Certificate of Swimming Pool Barrier Compliance issued under the *Building Act 1993* on the request of the **Renter**.

## 28. Relocatable Swimming Pool Safety Activities

These safety related activities only apply if a relocatable swimming pool is erected or is intended to be erected at the **Premises**:

28.1 the **Renter** must not erect a relocatable swimming pool without giving written notice to the **Rental Provider** before erecting the pool;

28.2 the **Renter** must obtain any necessary approvals before erecting a relocatable swimming pool.

Regulations made under the *Building Act 1993* apply to any person erecting a relocatable swimming pool. This safety related activity only applies to swimming pools or spas that hold water deeper than 300mm.

## 29. Bush Fire Prone Area Activities

This safety related activity only applies if the **Premises** are in a bushfire prone area and are required to have a water tank for bush fire safety.

32.1 if the **Premises** are in a designated bush fire prone area under Section 192A of the *Building Act 1993* and a water tank is required for fire fighting purposes the **Rental Provider** must ensure the water tank and any connected infrastructure is maintained in good repair as required;

32.2 the water tank must be full and clean at the commencement of this **Agreement**.

## 30. Lost Keys

The **Renter** is responsible for the replacement of any lost key, access fob or auto remote control and the provision of any additional key and any locksmith's charge where any key fob or remote control is mislaid or lost. **Jellis Craig** does not guarantee that it holds a spare set of keys or access devices to the **Premises** at its offices.

## 31. Extra Keys

The **Renter** acknowledges that should the **Renter** wish to order any extra key, access fob or auto remote control or other access device for the **Premises** it will be at the expense of the **Renter**. The **Renter** acknowledges that copies of all keys/auto remote controls and access devices must be returned to **Jellis Craig** at the end of the tenancy without reimbursement.



## 32. Changing Locks

The **Renter** may change any lock security alarm code and/or other security device at the **Premises**. If the **Renter** changes any lock security alarm code and/or other security device, the **Renter** must give the **Rental Provider** or **Jellis Craig** a duplicate key and/or new security alarm code and/or other access device as soon as practicable.

## 33. Comply with Insurance

Subject to the **Renter** having been provided with a copy of any insurance policy maintained by the **Rental Provider**, the **Renter** must not knowingly do or allow anything to be done at the **Premises** that may invalidate any insurance policy or result in the premium being increased above the normal rate including (but not limited to) the storage of flammable liquids or the use of any kerosene or oil burning heater at the **Premises**.

## 34. Protection Against Damage

The **Renter** must take reasonable measures so that anyone that the **Renter** has allowed or permitted to be at the **Premises** does not cause damage to the **Premises**. This obligation shall not extend to the **Rental Provider** or **Jellis Craig** or their respective contractors.

## 35. Loss or Damage

The **Rental Provider** shall not be liable to the **Renter** or anyone at the **Premises** for any loss or damage caused by the failure of the **Renter** to avoid damage to the **Premises** by the **Renter** or anyone at the **Premises** with the consent of the **Renter**.

## 36. Injury and Damage

The **Rental Provider** shall not be liable to the **Renter** or anyone at the **Premises** for any liability in respect of injury or damage to the **Renter** or to any third party or property arising from any conduct, act or omission by the **Renter**, or any servant, agent and/or invitee of the **Renter** including (but not limited to) any guest visiting the **Premises** on any short term letting of any part of the **Premises**.

## 37. Shared Services

The **Renter** shall not do or allow to be done anything at the **Premises** that will cause the shared service facilities including (but not limited to) any driveway, lift or stairwell to become obstructed, untidy, damaged or used for any purpose other than for which it may be intended.

## 38. Report Damage or Injury

The **Renter** shall notify **Jellis Craig** in writing immediately on becoming aware of any damage to or defects in the **Premises** whether or not it might injure a person or cause damage to the **Premises**.

## 39. Notify Blockages

The **Renter** must as soon as practicable notify the **Rental Provider** or **Jellis Craig** of any blockage or defect in any drain, water service or sanitary system. No item that could cause a blockage including (but not limited to) any feminine hygiene product, disposable nappy or excessive amounts of toilet paper may be flushed down the sewerage septic stormwater or drainage systems. The **Renter** must pay the **Rental Provider** all reasonable expenses that are incurred in rectifying any defect or blockage that may be caused by the **Renter** or a person that the **Renter** has allowed or permitted to be at the **Premises**. This obligation shall not extend to any defect or blockage caused by the **Rental Provider** or **Jellis Craig** or their respective contractors.

## 40. Rubbish

The **Renter** shall deposit all rubbish including any carton and newspaper in a proper rubbish receptacle with a close fitting lid as required by the local council. Such rubbish receptacle shall be kept only in the place provided and placed out by the **Renter** for collection and returned to its allotted place in accord with local council by-laws and/or good practice.

#### 41. Pests

The **Renter** will be responsible for the extermination of all pests including (but not limited to) any rat, cockroach, mouse, flea, ant or other pest that may infest the **Premises** while the **Renter** is in possession of the **Premises** where the infestation is caused by the action or omission of the **Renter**.

#### 42. Hanging Clothes

The **Renter** shall not hang any clothes outside the **Premises** other than where provision for the hanging of clothes has been provided. The **Renter** must use any clothes drying facilities in the manner required by the **Rental Provider** or any owner's corporation.

#### 43. Replace Light Globes

The **Renter** shall, at the **Renter's** expense, replace with a similar type style and feature/attribute any lighting tube, globe and down-light (including any starter ballast or transformer) at the **Premises** which become defective during the term or any extension of this **Agreement** unless the defect is proven to be caused by faulty wiring or a defective fitting.

#### 44. Pilot Lights

The **Renter** shall be responsible for checking and relighting any pilot light on any gas appliance including (but not limited to) any gas hot water system, gas heating unit and gas oven before reporting any fault to **Jellis Craig**. If a tradesperson is sent by **Jellis Craig** on behalf of the **Rental Provider** to relight a pilot light the **Renter** shall be liable for all costs unless the relighting is due to a fault with the gas appliance.

#### 45. Smoke Free Zone

The **Renter** acknowledges that the **Premises** are a "Smoke Free Zone" and the **Renter** will ensure that the **Renter** and any invitees do not smoke inside the **Premises**.

#### 46. Payment of Rental

All payments of **Rental** shall be made by the **Renter** without demand by or on behalf of the **Rental Provider** and on time. No part payment will be accepted. The **Renter** acknowledges that cash will not be accepted as payment of **Rental**. All payments of **Rental** are to be made by the method in Item 7 of the **Schedule** to this **Agreement** or as notified in writing by **Jellis Craig** from time to time. Any dishonour fees will be recovered from the **Renter**. Any costs incurred by **Jellis Craig** to retrieve **Rental** arrears shall be met by the **Renter**. The **Renter** shall be responsible for any bank charges due to dishonoured cheques. Once a cheque has been "referred to drawer" any further **Rental** payments must be made by cash bank cheque or electronic funds transfer (as directed by the **Rental Provider** or **Jellis Craig**). No further personal cheque will be accepted in payment of **Rental**.

#### 47. Fees and Charges

If the **Renter** fails to make a payment under the terms of this **Agreement** on or before the due date for payment and the **Rental Provider** or **Jellis Craig** incurs fees and/or charges as a consequence of that failure, the **Renter** must reimburse the **Rental Provider** and/or **Jellis Craig** for the full amount of those fees and charges on demand. Fees and/or charges include (but not limited to) any additional interest paid or payable by the **Rental Provider** and/or **Jellis Craig** to an authorised deposit taking institution, financier, service provider or contractor.

## 48. Maintain Garden

The **Renter** must maintain any garden at or adjacent to the **Premises** including (but not limited to) the mowing and edging of any lawn, light trimming/pruning of small trees, shrubs and taking care of plants. Garden beds, paths and paving are to be maintained by the **Renter** in a neat and tidy condition, free of weeds and so far as is reasonably possible, free of garden pests and properly watered. When watering any garden, the **Renter** must comply with any government watering restrictions in place, from time to time. It is the responsibility of the **Renter** to maintain any water feature/fountain or pond at the **Premises**. The **Renter** must maintain the water quality and keep the water feature/fountain or pond clean as per the Condition Report at the commencement of the tenancy.

## 49. Watering Garden

If any garden is watered by a watering system and/or via any tank water, the **Renter** must maintain the system and/or tank in the state of repair and condition it was in at the start of this **Agreement** (fair wear and tear excepted). The **Renter** is not required to repair damage to the watering system caused by the **Rental Provider, Jellis Craig** or their contractors.

## 50. Pools and Water Features

The **Renter** must not install any pool, spa, pond or any other water retaining device (either inflatable or constructed) at the **Premises** without the express written permission of the **Rental Provider**. The **Renter** also agrees that should any such permission be granted it will be conditional on the **Renter** obtaining and providing evidence to the **Rental Provider**, of compliance with Council or any other regulations relating to pool installation or pool fencing requirements prior to the installation taking place.

## 51. Rental Provider Repairs

51.1 The **Renter** acknowledges that the **Premises** may require maintenance during the tenancy due to unforeseen acts of nature, wear and tear or other causes. The **Renter** agrees to allow the **Rental Provider, Jellis Craig** or any suitably qualified tradespeople reasonable access to carry out any such repairs.

51.2 If there is a need for an urgent repair the **Renter** must notify **Jellis Craig** in writing.

## 52. Urgent Repairs

The **Renter** acknowledges that **Jellis Craig** is authorised to attend to urgent repairs to a maximum of \$2,500.00 (including GST) and the **Renter** agrees to use all reasonable efforts to contact **Jellis Craig** during business hours or using the **Jellis Craig** after hours information service or **Jellis Craig** approved after hours emergency tradespeople before any urgent repairs are completed.

PLUMBING & GAS: All Plumb and Gas Fitting 0422 259 456 OR KPA Plumbing 0422 166 640

ELECTRICAL: Ampire Electrical 0421 511 555 OR Vance Electrical 0406 868 009

GLASS: O'Brien Glass Tel: 13 16 16

LOCKSMITH: John Barnes and Co Tel: 9563 8022 OR Ace Locksmiths Tel: 9534 0586

SES (State Emergency Services) Flood & Storm Emergency Tel: 132 500

## 53. Vehicle Parking

The **Renter** shall not park or allow any vehicle to be parked on the **Premises** or in any garage facilities made available for use by the **Renter** as part of this **Agreement** which leaks oil unless a suitable oil drip tray is provided. No visitor cars are permitted to be parked at the **Premises** unless any dedicated visitor parking is provided by the **Rental Provider** or any owner's corporation. The **Renter** acknowledges that if the **Premises** are advertised

without any off-street parking being made available, it shall be the responsibility of the **Renter** to enquire with the local council whether any parking permit is required for on-street parking in the vicinity of the **Premises** and/or otherwise make independent arrangements for the parking of any motor vehicle.

## 54. No Servicing Vehicles

The **Renter** must not service or repair or allow the service or repair of any motor vehicle, motor cycle, boat or caravan at the **Premises** except minor routine maintenance and cleaning, other than greasing and changing oil.

## 55. Pets

55.1 The **Renter** must not keep any pet at the **Premises** without first seeking consent in writing of the **Rental Provider** or **Jellis Craig**.

55.2 Permission will not be unreasonably withheld.

55.3 In giving permission, the **Rental Provider** or **Jellis Craig** may impose reasonable conditions.

55.4 It is not unreasonable for the **Rental Provider** or **Jellis Craig** to withhold permission if the rules of an owner's corporation prohibit pets being on common property or kept on the **Premises**.

55.5 If an occupant of the **Premises** is blind, permission will not be required for the occupant to have a trained guide dog at the **Premises** (unless permission must be obtained from an owner's corporation).

55.6 The **Renter** acknowledges that the **Renter** will be responsible for any damage caused by any pet kept at or visiting the **Premises**.

55.7 If at the end of this **Agreement** any damage discoloration odour or other deterioration has been caused to the **Premises** by any pet kept at or visiting the **Premises** the **Renter** shall be liable to the **Rental Provider** for the cost of having the **Premises** professionally cleaned fumigated and/or deodorised in accord with the provisions of this **Agreement**.

## ENDING THE TENANCY

### 56. Rental Provider Notice

If the **Rental Provider** requires possession of the **Premises** when the tenancy ends, the **Rental Provider** will give the **Renter** the notice required by and in the manner prescribed by the **Act**.

### 57. Renter Notice

If the **Renter** wishes to vacate the **Premises** at the expiration of this **Agreement** the **Renter** must give the **Rental Provider** written notice of the intention of the **Renter** to vacate at least 28 days prior to the expiration of this **Agreement**.

### 58. Breaking this Agreement

If the **Renter** decides to vacate the **Premises** during the term of this **Agreement** for whatever reason, the **Renter** may be required to reimburse the **Rental Provider** or **Jellis Craig** the following costs:

58.1 a pro-rata letting fee;

58.2 pro-rata advertising or marketing expenses incurred by **Jellis Craig**;

58.3 national tenancy database checks on each applicant or as required;

58.4 the continued payment of **Rental** until the first to occur of the **Premises** being relet or the current term of this **Agreement** expiring;

58.5 if the **Premises** are relet at a lower **Rental**, the **Renter** must pay to the **Rental Provider** any difference or shortfall as required.

## 59. Return Keys

The **Renter** acknowledges that it is the responsibility of the **Renter** on the termination of this **Agreement** to deliver all keys access fobs and any auto remote controls for the **Premises** to or at the direction of **Jellis Craig** during business hours and to continue paying **Rental** until such time as all keys access fobs and auto remote controls are delivered.

## 60. No Set-Off

The **Renter** acknowledges that pursuant to the **Act**, the **Renter** cannot refuse to pay **Rental** on the grounds that the **Renter** intends to regard any part of the **Bond** as rent paid by the **Renter**. The **Renter** acknowledges that failure to comply with the **Act** may render the **Renter** liable to a penalty.

## 61. Remove Personal Property

The **Renter** shall be responsible for the removal of any furniture, fitting, personal property, motor cycle, car or boat spare parts or any other equipment at the termination of the tenancy, and shall reinstate the **Premises** or the land on which it is situated to the condition which existed at the commencement of the tenancy subject only to fair wear and tear. Any personal property not removed from the **Premises** by the **Renter** on expiry or any earlier termination of this **Agreement** may be dealt with by the **Rental Provider** in accord with the **Act**.

## 62. Professional Cleaning

62.1 The **Rental Provider** must not require the **Renter** to arrange any professional cleaning or cleaning to a professional standard on the termination of this **Agreement** unless:

62.1.1 professional cleaning or cleaning to a professional standard was carried out to the **Premises** immediately before the start of this **Agreement** and the **Renter** was advised that professional cleaning or cleaning to a professional standard has been carried out to the **Premises** immediately before the start of this **Agreement**; or

62.1.2 professional cleaning or cleaning to a professional standard is required to restore the **Premises** to the same condition they were in immediately before the start of this **Agreement** having regard to the Condition Report and taking into account fair wear and tear.

62.2 Subject to clause 62, the **Renter** must have all or part of the **Premises** professionally cleaned or pay the cost of having all or part of the **Premises** professionally cleaned if professional cleaning becomes required to restore the **Premises** to the condition they were in immediately before the start of this **Agreement** having regard to the **Condition Report** and considering fair wear and tear.

## 63. Definitions and Interpretation

All terms used in this **Agreement** shall have the meanings given to them in the **Schedule** which shall form part of this **Agreement**. A reference to the **Act** means the *Residential Tenancies Act 1997* as amended from time to time and includes any subordinate regulations. **Schedule** means the schedule to this **Agreement** and **Agreement** means this document incorporating the **Schedule** and all attachments to this document.

## ADDITIONAL REQUIREMENTS

### 64. Withdraw Consent

The **Renter** may withdraw consent to the electronic service of notices or other documents by giving written notice to the **Rental Provider** or **Jellis Craig** but such notice shall only become effective on receipt by the **Rental Provider** or **Jellis Craig**.

## 65. Furnished Premises

If the **Premises** are let fully furnished or semi-furnished:

65.1 the **Renter** acknowledges that any furniture, fittings and chattels included in the **Premises** are listed in an attachment to this **Agreement** or in the Condition Report and the **Renter** further acknowledges that all such items are in good condition as at the date of this **Agreement** unless specifically noted to the contrary.

65.2 the **Renter** agrees to care for and maintain any items of furniture, fittings and chattels leased with the **Premises** during the term of this **Agreement** and deliver them to the **Rental Provider** at the end of this **Agreement** in the same condition as at the **Start Date** (fair wear and tear excepted). The **Renter** must follow any care or manufacturer's instruction manuals provided to properly care for any such furniture, fittings and chattels leased with the **Premises**;

65.3 at the end of this **Agreement**, the **Renter** must replace with items of equivalent quality features functionality and condition any of the items of furniture fittings and chattels leased with the **Premises** which have been damaged, destroyed or rendered inoperable/useful during the term of this **Agreement** (fair wear and tear excepted);

65.4 the **Renter** acknowledges that the **Renter** may be liable for any repairs or maintenance costs to any furniture, fittings and chattels leased with the **Premises** if the **Renter** has failed to comply with any manufacturer's recommendations if it results in loss or damage to any item of furniture fittings or chattels leased with the **Premises**.

## 66. Severability

If any provision of this **Agreement** is void, voidable by a party, unenforceable, invalid or illegal and would not be so if a word or words were omitted, then that word or those words are to be severed and if this cannot be done, the entire provision is to be severed from this **Agreement** without affecting the validity or enforceability of the remaining provisions of this **Agreement**.

## 67. Building Defect Clause (applicable only where the Premises are new)

The **Renter** understands that the Premises are a new build and therefore subject to a defect clause whereby the **Rental Provider** is entitled to have repaired certain defects in the **Premises**, by the builder, for usually a period of approximately 3-6 months. The **Renter** must notify **Jellis Craig** in writing of any defects within the **Premises** immediately on becoming aware of defects so that it does not disadvantage the **Rental Provider**, and the **Renter** must allow access for tradespeople as required for any defects to be repaired.

## PRIVACY COLLECTION NOTICE

As professional property managers **Jellis Craig** collects personal information about you. To ascertain what personal information we have about you, you can contact us on:

### Primary Purpose

As professional property managers, **Jellis Craig** collects your personal information to assess the risk in providing you with the lease / tenancy of the **Premises** you have requested, and if the risk is considered acceptable, to provide you with the lease / tenancy of the **Premises**.

To carry out this role, and during the term of your tenancy, we usually disclose your personal information to:

- The **Rental Provider**
- The **Rental Provider's** lawyers
- The **Rental Provider's** mortgagee
- Referees you have nominated
- Organisations / Tradespeople required to carry out maintenance to the **Premises**
- Third party organisations required to provide **Jellis Craig** services
- Rental Bond Authorities
- Residential Tenancy Tribunals / Courts
- Collection Agents
- National Tenancy Database Pty Ltd (ABN 65 079 105 025)
- Other Real Estate Agents, **Rental Providers** and Valuers

### Secondary Purpose

**Jellis Craig** also collect your personal information to:

- Enable us, or the **Rental Provider's** lawyers, to prepare the lease / tenancy documents for the **Premises**.
- Allow organisations / tradespeople to contact you in relation to maintenance matters relating to the **Premises**.
- Pay / release rental bonds to / from Rental Bond Authorities (where applicable).
- Refer to Tribunals, Courts and Statutory Authorities (where necessary).
- Refer to Collection Agent / Lawyers (where default / enforcement action is required).
- Provide confirmation details for organisations contacting us on your behalf i.e. Banks, Utilities (Gas, Electricity, Water, Phone), Employers, etc.

If your personal information is not provided to us and you do not consent to the uses to which we put your personal information, **Jellis Craig** cannot properly assess the risk to our client, or carry out our duties as professional property managers. Consequently, we then cannot provide you with the lease / tenancy of the **Premises**. You also acknowledge that our related financial services company may contact you from time to time to explain other services that this company may be able to provide.

Our privacy policy contains information about how you may access the personal information we hold about you, including information about how to seek correction of such information. We are unlikely to disclose any of your personal information to overseas recipients.

The **Jellis Craig** privacy policy contains information about how you may complain about an alleged breach of the Australian Privacy Principles, and how we will deal with such a complaint.

The **Jellis Craig** privacy policy can be viewed without charge on the **Jellis Craig website**; [www.jelliscraig.com.au](http://www.jelliscraig.com.au) or contact your local **Jellis Craig** office and we will send or email you a free copy.

## SCHEDULE

Item 1	<b>Date of Agreement:</b>	If the agreement is signed by the parties on different days, the date of the agreement is the date the last person signs the agreement.	Tue 07/02/2023
Item 2	<b>Rental Provider:</b>	Name: Address:	Faineant Pty Ltd atf Esther Ruberl Superannuation Fund 390-392 Centre Road, Bentleigh, VIC, 3204
Item 3	<b>Jellis Craig:</b>	Registered Business Name: ACN: Address: Telephone: Email address:	Jellis Craig Bayside and Glen Eira Pty Ltd ATF The Jellis Craig Bayside & Glen Eira PM Unit Trust T/AS 088 302 916 390 Centre Road 03 9593 4500 bentleigh@jellisraig.com.au
Item 4	<b>Renter:</b>	Name(s): Address: Telephone: Email Address:	Alon Beder, Tayla Levinthal 3/1 Bleazby Street, Bentleigh VIC 3204 0413733916 , 0426236480 alonbeder@gmail.com , taylalev@gmail.com
Item 5	<b>Premises:</b>	The <b>Rental Provider</b> lets the <b>Premises</b> known as	3/1 Bleazby Street, Bentleigh VIC 3204
Item 6	<b>Rental:</b>	<b>The rent is: \$2,477.00 per calendar month</b> and payable <b>CALENDAR MONTHLY IN ADVANCE</b> to be paid on with the first rental instalment payable on or before the Start Date.	
Item 7	<b>Preferred Method of Rental Payments:</b>	Via <b>Macquarie Bank DEFT Payment System</b>	
Item 8	<b>Bond:</b>	\$2,477.00 <b>PAID TO RTBA</b>	
Item 9	<b>Authorised Urgent Repairs:</b>	\$2,500.00	refer to clause 52 for urgent repair contact details.
Item 10	<b>Fixed Term:</b>	12 months	
Item 11	<b>Start Date:</b>	Sat 04/02/2023	
Item 12	<b>End Date:</b>	Sat 03/02/2024	
		Note: If the fixed term of this <b>Agreement</b> ends and the <b>Renter</b> and <b>Rental Provider</b> do not enter into a new fixed term agreement, and the Renter continues to occupy the <b>Premises</b> , a periodic (e.g. month by month) residential rental agreement will be formed	



Item 13	<b>Owners Corporation</b>	Do owners corporation rules apply to the Premises? <input type="checkbox"/> Yes <input type="checkbox"/> No If "yes" then the Rental Provider must attach a copy of the rules to this Agreement.
Item 14	<b>Condition Report</b>	<input type="checkbox"/> The Condition Report has been provided <input type="checkbox"/> The Condition Report will be provided to the Renter on or before the Start Date
Item 15	<p><b>Service of notices and other documents by electronic methods</b></p> <ul style="list-style-type: none"> <li>• Electronic service of documents must be in accordance with the requirements of the Electronic Transactions (Victoria) Act 2000.</li> <li>• Just because someone responds to an email or other electronic communications, does not mean they have consented to the service of notices and other documents by electronic methods.</li> <li>• The renter and rental provider must notify the other party in writing if they no longer wish to receive notices or other documents by electronic methods.</li> <li>• The renter and the rental provider must immediately notify the other party in writing if their contact details change.</li> </ul> <p><b>15.1 The rental provider agrees to the service of notice and other documents by electronic methods such as email by signing this agreement.</b></p> <p><b>15.2 The renter agrees to the service of notice and other documents by electronic methods such as email by signing this agreement.</b></p>	

**Renter Acknowledgement**

1. Alon Beder viewed and acknowledged at Tue, 07/02/2023 13:05
2. Tayla Levinthal viewed and acknowledged at Tue, 07/02/2023 17:18

## RIGHTS AND OBLIGATIONS

This is a summary of selected rights and obligations of **Renters** and **Rental Providers** under the **Act**. For more information visit [www.consumer.vic.gov.au/renting](http://www.consumer.vic.gov.au/renting). The provisions of this **Agreement** must be read subject to the specific rights conferred and obligations imposed by the **Act**.

### 1. Access and Entry

The **Rental Provider** may enter the **Premises**:

- 1.1 at any time if the **Renter** has agreed within the last 7 days; and
- 1.2 to do an inspection but not more than once every 6 months; and
- 1.3 to comply with the duties of the **Rental Provider** under the **Act**; and
- 1.4 to show the **Premises** or conduct an open inspection to sell rent or value the **Premises**; and
- 1.5 to take images or video for advertising a property that is for sale or rent; and
- 1.6 if the **Rental Provider** believes the **Renter** has failed to follow the duties of the **Renter** under the **Act**; and
- 1.7 to do a pre-termination inspection where the **Renter** has applied to have the **Agreement** terminated because of family violence or personal violence.

The **Renter** must allow entry to the **Premises** where the **Rental Provider** has followed proper procedure.

The **Renter** is entitled to a set amount of compensation for each sales inspection.

### 2. Use of the Premises

The **Renter**:

- 2.1 is entitled to quiet enjoyment of the **Premises**. The **Rental Provider** may only enter the **Premises** in accord with the **Act**; and
- 2.2 must not use the **Premises** for illegal purposes; and
- 2.3 must not cause a nuisance or interfere with the reasonable peace comfort or privacy of neighbours; and
- 2.4 must avoid damaging the **Premises** and common areas. Common areas include hallways driveways gardens and stairwells. Where damage occurs, the **Renter** must notify the **Rental Provider** in writing; and
- 2.5 must keep the **Premises** reasonably clean.

### 3. Modifications

Subject to the further provisions of this **Agreement** the **Renter**:

- 3.1 may make some modifications without seeking the consent of the **Rental Provider**. These modifications are listed on the Consumer Affairs Victoria website; and
- 3.2 must seek the consent of the **Rental Provider** before installing any other fixtures or additions; and
- 3.3 may apply to **VCAT** if the **Renter** believes that the **Rental Provider** has unreasonably refused consent for a modification mentioned in the **Act**; and
- 3.4 at the end of this **Agreement** must restore the **Premises** to the condition they were in before the **Renter** moved into the **Premises** (excluding fair wear and tear). This includes removing all modifications unless the parties agree that they do not need to be removed.

The **Rental Provider** must not unreasonably refuse consent for the specified modifications.

A list of the modifications that the **Rental Provider** cannot unreasonably refuse consent is available on the Consumer Affairs Victoria website.

#### 4. Locks

The **Rental Provider** must ensure the **Premises**:

4.1 have locks to secure all windows capable of having a lock; and

4.2 have deadlocks (a deadlock is a dead latch with at least one cylinder for external doors that are able to be secured with a functioning deadlock); and

4.3 meets the Rental Minimum Standards for locks and window locks.

External doors which are not able to be secured with a functioning deadlock must at least be fitted with a locking device that:

4.4 is operated by a key from the outside; and

4.5 may be unlocked from the inside with or without a key.

The **Renter** must obtain consent from the **Rental Provider** to change a lock in the master key system.

The **Rental Provider** must not unreasonably refuse consent for a **Renter** seeking to change a lock in the master key system.

The **Rental Provider** must not give a key to a person excluded from the Premises under:

4.6 a family violence intervention order; or

4.7 a family violence safety notice; or

4.8 a recognised non-local domestic violence order; or

4.9 a personal safety intervention order.

#### 5. Repairs

Only a suitably qualified person may do repairs - both urgent and non-urgent.

#### 6. Urgent Repairs

The **Act** defines “urgent repairs”. Refer to the Consumer Affairs Victoria website for the full list of urgent repairs and for more information. Visit [www.consumer.vic.gov.au/urgentrepairs](http://www.consumer.vic.gov.au/urgentrepairs).

Urgent repairs include failure or breakdown of any essential service or appliance provided for hot water cooking heating or laundering supplied by the **Rental Provider**.

The **Rental Provider** must carry out urgent repairs after being notified. A **Renter** may arrange for urgent repairs to be done if the **Renter** has taken reasonable steps to arrange for the **Rental Provider** to immediately do the repairs and the **Rental Provider** has not carried out the repairs.

If the **Renter** has arranged for urgent repairs the **Renter** may be reimbursed directly by the **Rental Provider** for the reasonable cost of repairs up to \$2,500.00.

The **Renter** may apply to **VCAT** for an order requiring the **Rental Provider** to carry out urgent repairs if:

6.1 the **Renter** cannot meet the cost of the repairs; or

6.2 the cost of repairs is more than \$2,500.00; or

6.3 the **Rental Provider** refuses to pay the cost of repairs if any such repairs are carried out by the **Renter**.

#### 7. Non-Urgent Repairs

The **Renter** must notify the **Rental Provider** in writing as soon as practicable of:

7.1 damage to the **Premises**; and

7.2 breakdown of facilities fixtures furniture or equipment supplied by the **Rental Provider**.

The **Rental Provider** must carry out non-urgent repairs in a reasonable time.

The **Renter** may apply to **VCAT** for an order requiring the **Rental Provider** to do the repairs if the **Rental Provider** has not carried out the repairs within 14 days of receiving notice of the need for repair.

## **8. Rent**

The **Rental Provider** must give the **Renter** at least 60 days written notice of a proposed **Rent** increase.

The **Rent** cannot be increased more than once every 12 months.

The **Rental Provider** must not increase the **Rent** under a fixed term agreement unless the **Agreement** provides for an increase by specifying the amount of increase or the method of calculating the **Rental** increase.

## 68. Renter Signature

Renter 1: **Alon Beder**



Signed at Tue, 07/02/2023 13:06

Renter 2: **Tayla Levinthal**



Signed at Tue, 07/02/2023 17:19

## 69. Rental Provider Signature

Property Manager : **Ryan Li** on behalf of **Faineant Pty Ltd atf Esther Ruberl Superannuation Fund** (Rental Provider)



Signed at Tue, 07/02/2023 12:31

## AUDIT TRAIL

### Ryan Li (Property Manager)

Tue, 07/02/2023 12:31 - Ryan Li stamped saved signature the Residential Rental Agreement

Tue, 07/02/2023 12:31 - Ryan Li submitted the Residential Rental Agreement

### Alon Beder (Renter)

Tue, 07/02/2023 13:04 - Alon Beder clicked 'start' button to view the Residential Rental Agreement

Tue, 07/02/2023 13:06 - Alon Beder signed the Residential Rental Agreement

Tue, 07/02/2023 13:06 - Alon Beder submitted the Residential Rental Agreement

### Tayla Levinthal (Renter)

Tue, 07/02/2023 17:18 - Tayla Levinthal clicked 'start' button to view the Residential Rental Agreement

Tue, 07/02/2023 17:19 - Tayla Levinthal signed the Residential Rental Agreement

Tue, 07/02/2023 17:19 - Tayla Levinthal submitted the Residential Rental Agreement

---

**AGREEMENT END**

---

## Document Disclaimer

*The contents of this document are of a general nature only and may not include provisions to deal with particular circumstances. If you have any concern as to the scope of this document you should obtain qualified experienced legal advice.*

*Before entering any information to appear in the schedule to the document you should check the accuracy and completeness of that information.*

*iProperty Express Pty Ltd makes no representation as to the quality or accuracy of any information entered or any other material that you may enter or add to the document.*

*iProperty Express Pty Ltd disclaims any liability for any loss or damage caused by any person using this document.*