

Residential Tenancy Agreement

Residential Tenancies Act 1997 / Residential Tenancies Regulations 2008

THIS agreement is made on the 8th June 2018 at 226 Union Road Ascot Vale Vic 3032

BETWEEN (LANDLORD)

Krisnicdom Pty Ltd

c/- W99 T/A Woodards Ascot Vale Pty Ltd (ABN 93 755 190 853)

226 Union Road Ascot Vale Vic 3032

Ph) 03 9370 0300 (contact for all urgent repairs)

AND (TENANT)

~~Michael Ip David Wan Shek~~ Michael David Ip Wan Shek

204/21 Buckingham Street, FOOTSCRAY, Vic, 3011

Ever Ng

204/21 Buckingham Street, FOOTSCRAY, Vic, 3011

1. Premises

The landlord lets the premises known as **204/21 Buckingham Street, FOOTSCRAY, Vic, 3011**

2. Rent

The rent amount is **\$1,430.00** the date of the first rent payment is due is **31/07/2017**

As of 31/08/2018 the rent will be increased to \$1,477.00

Pay period: [] weekly [] fortnightly [X] monthly on the **31st**

Place of payment: (VIA BPAY) 226 Union Road Ascot Vale Vic 3032

3. Bond

The tenant paid a bond of **\$1,430.00** to the Landlord/agent on **31/07/2015**

In accordance with the Residential Tenancies Act 1997, the landlord must lodge the bond with the Residential Tenancies Bond Authority within 10 business days after receiving the bond. If there is more than one tenant and they do not contribute equally to the total bond, the amounts they each contribute are listed here:

NAME: MICHAEL IP AMOUNT: \$ 715

NAME: EVER NG AMOUNT: \$ 715

If the tenant does not receive a bond receipt from the Residential Tenancies Bond Authority within 15 business days of paying a bond, the tenant should contact the Residential Tenancies Bond Authority.

4. Fixed Term Tenancy

(a) The period of the agreement is **TWELVE (12) MONTHS**

commencing on the **31/07/2018**

and ending on the **30/07/2019**

5. Condition of the premises

The LANDLORD must - (a) ensure that the premises are maintained in good repair; and (b) if the landlord owns or controls the common areas relating to those premises, take reasonable steps to ensure that the common areas are maintained in good repair.

6. Damage

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

7. Cleanliness of the premises

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

8. Use of premises

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

9. Quiet enjoyment

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

10. Assignment or sub-letting

(a) The TENANT must not assign or sub-let the whole or any part of the premises without the written consent of the LANDLORD. The LANDLORD's consent must not be unreasonably withheld.

(b) The LANDLORD must not demand or receive any fee or payment for the consent, except in respect of any fees, costs or charges incurred by the landlord in relation to the preparation of a written assignment of the agreement.

Properties management by W99 T/A Woodards Ascot Vale Pty Ltd incur a fee of \$220.00 including G.S.T in order to transfer a tenant within an existing agreement.

11. Residential Tenancies Act 1997

Each party must comply with the Residential Tenancies Act 1997.(NOTE: Reference should be made to the Residential Tenancies Act 1997 for further rights and duties.)

Additional Terms: Additional terms which do not take away any of the rights and duties included in the Residential Tenancies Act 1997 may be set out in this section. Any additional terms must also comply with the Unfair Contract Terms under the Fair Trading Act 1999.Contact Consumer Affairs Victoria on 1300 55 81 81 for further information.

12. Installation of fixtures, alterations, renovations, or additions

The tenant must not install any fixtures or make any alterations, renovations, or additions to the premises without first obtaining the landlord's written consent. Consent is at the landlord's discretion. If consent is given it may be subject to reasonable conditions and, before this agreement terminates, the tenant must comply with section 64(2) of the Residential Tenancies Act 1997. Examples of items requiring consent include, but are not limited to heaters, air conditioners, dishwashers, in-ground and above-ground pools, spas, safety barriers, fences, gates, awnings, blinds, sheds, landscaping, screenings, paving.

13. Ancillary use of the premises

The tenant must primarily use the premises as a residence. If the tenant wants to use the premises as a residence and for an ancillary purpose, the tenant must first obtain the landlord's written consent. Consent is at the landlord's discretion. If consent is given it may be subject to reasonable conditions and, before this agreement terminates, the tenant must comply with section 64(2) of the Residential Tenancies Act 1997.

14. Utility charges

14.1 The landlord is liable for the costs and charges set out in section 53(1) and (if applicable) section 54 of the Residential Tenancies Act 1997. (Note: details of the costs and charges are available at www.parliament.vic.gov.au click on "Legislation and Bills" then click on "Victorian Law Today" and follow the prompts).

14.2 The tenant is liable for the costs and charges set out in section 52 of the Residential Tenancies Act 1997. (Note: details of the costs and charges are available at www.parliament.vic.gov.au click on "Legislation and Bills" then click on "Victorian Law Today" and follow the prompts)

14.3 If a service is damaged or disconnected because of the fault of the landlord or the agent or the fault of their contractors the landlord must have the service repaired or reconnected and pay the expense of doing so.14.4If a service is damaged or disconnected because of the fault of the tenant or any person the tenant has allowed or permitted to be on the premises, the tenant must have the service repaired or reconnected and pay the expense of doing so.

14.4 If the tenant disconnects or changes the supplier of a service, the tenant must pay any expense in connection with having the service disconnected and another service connected.

15. Landlord insurance

15.1 The tenant will not knowingly do or allow anything to be done on the premises that may invalidate the landlord's insurance policies or result in the premiums being increased above the normal rate. The tenant does not have to comply with this obligation until provided with a copy of the landlord's insurance policies.

15.2 The tenant agrees to pay to the landlord any excess incurred as a result of the accidental breakage of glass, toilet bowls, or wash basins in the premises if the damage has been caused by the tenant or by a person the tenant has allowed or permitted to be on the premises. The obligation does not apply if the accidental breakage is caused by the landlord, the agent, or their contractors.

15.3 The tenant acknowledges that the landlord's insurance policies do not provide cover for the tenant's possessions. (Note: it is strongly recommended the tenant takes out contents insurance to adequately cover his/her possessions)

16. Light globes and fluorescent tubes

The tenant must replace all damaged, defective, or broken light globes, spotlights, and/or fluorescent tubes (including starters) during the term, at the tenant's expense. This obligation does not extend to replacing light globes, spotlights, and/or fluorescent tubes (including starters) damaged, broken or made defective by the landlord or the agent or their contractors.

17. Tenant to advise landlord or agent of defects

The tenant must notify the landlord or agent as soon as practicable upon becoming aware of any defects in the premises that might injure a person or cause damage to the premises.

18. Damage to the premises

18.1 The tenant must take reasonable measures to ensure that anyone the tenant has allowed or permitted to be on the premises does not cause damage to the premises. This obligation does not extend to the landlord, the agent or their contractors.

18.2 The tenant must as soon as practicable notify the landlord or the agent of any blockages or defects in drains, water services, or sanitary systems. No item that could cause a blockage (including but not limited to feminine hygiene products, disposable nappies, or excessive amounts of toilet paper) may be flushed down the sewerage, septic, storm water, or drainage systems. The tenant must pay all reasonable expenses that are incurred in rectifying defects or blockages that are caused by the tenant or a person the tenant has allowed or permitted to be on the premises. This obligation does not extend to defects or blockages caused by the landlord, the agent or their contractors.

18.3 The tenant will indemnify the landlord for any loss or damage caused to the premises by the tenant or a person the tenant has allowed or permitted to be on the premises. The indemnity does not apply to loss or damage caused by the landlord, the agent or their contractors.

18.4 The tenant will indemnify the landlord against liability for injury or loss sustained by any person or a person's property because of the negligence of the tenant or the negligence of a person the tenant has allowed or permitted to be on the premises. The indemnity does not apply to injury or loss caused by the landlord, the agent or their contractors.

19. Cleaning carpets on vacating the premises

If new carpet has been installed or the existing carpet professionally dry or steam cleaned at the commencement of the tenancy (and the landlord or agent has produced a copy receipt for payment, upon request), the tenant will have the carpet professionally dry or steam cleaned upon vacating the premises and provide the landlord or agent with a receipt for payment of the work.

20. Fasteners, antennas and signs

The tenant must obtain the landlord's or the agent's written consent before painting or affixing any sign or antenna or cabling to the inside or outside of the premises. The landlord's or the agent's consent is also required before any nail, screw, or other fastener or adhesive is affixed to the inside or outside of the premises. The landlord's or the agent's consent will not be unreasonably withheld but may be given subject to reasonable conditions. Reasonable conditions include (but are not limited to) removal of the thing affixed when the tenancy is terminated or comes to an end and the making good of any damage caused to the premises by the installation or removal of that thing.

21. Smoke detectors

21.1 The tenant must conduct regular checks to ensure smoke detectors are in proper working order, if the landlord, the agent, or their contractors provides information to the tenant about how to conduct a check. (Note: regular checks are a requirement for the safety of occupants and security of the rented premises)

21.2 The tenant must as soon as practicable notify the landlord or the agent if a smoke detector is not in proper working order.

21.3 The tenant must replace expired or faulty smoke detector batteries with replacement batteries, as the need arises. In any event, on the day in each year proclaimed as the commencement of summer time (daylight saving), the tenant must replace smoke detector batteries with replacement batteries.

21.4 "Replacement batteries" means batteries that are new, of a reputable brand, and of appropriate durability.

22. Flammable liquids, kerosene heaters and vehicle and boat repairs

22.1 The tenant must not store lubricants or flammable liquids (including but not limited to kerosene and motor fuels) at the premises.

22.2 The tenant must not service or repair a motor vehicle, motorcycle, or boat at the premises, excepting minor routine maintenance (excluding greasing, de-greasing and oil changing), and washing and polishing.

22.3 The tenant must not bring on to or use at the premises a heater which uses flammable liquid or bottled gas.

23. Storage and removal of waste and rubbish

The tenant must store all rubbish and waste in appropriate receptacles with close fitting lids. Rubbish and/or waste receptacles must be kept in the place specifically provided for the purpose (if any). The tenant must have rubbish and waste regularly removed in accordance with the municipality's rubbish and waste removal timetables.

24. Washing

If the tenant hangs washing outside or airs articles, the clothes line (if any) provided with the premises must be used. The tenant must not hang washing or air articles on common property, unless facilities for doing so are provided for the tenant's use. The tenant must use the facilities in the manner required by the owner's corporation.

25. Garden

25.1 The tenant will maintain the garden (if any) of the premises including the lawn, trees, shrubs, plants, and garden beds in a neat and tidy condition, free of weeds and so far as is reasonably possible free of garden pests and properly watered (water restrictions if any permitting). When watering, the tenant must comply with restrictions, if any.

25.2 If the garden is watered by a watering system and/or by tank water, the tenant will maintain the system and/or tank(s) in the state of repair and condition it or they were in at the start of the tenancy (fair wear and tear excepted). The tenant is not required to repair damage caused by the landlord, the agent, or their contractors.

26. Pets

The tenant must not keep any animal, bird, or other pet on the premises without first obtaining the written permission of the landlord or the agent. Permission will not be unreasonably withheld. In giving permission, the landlord or the agent may impose reasonable conditions including exercise. It is not unreasonable for the landlord or the agent to withhold permission if the rules of an owner's corporation prohibit pets being on common property or kept on the premises. If an occupant of the premises is legally blind, permission will not be required for the occupant to have a trained guide dog on the premises, unless permission must be obtained from an owner's corporation.

27. Changes in occupation of the premises

27.1 If during the term of the tenancy the people in occupation of the premises change, the tenant must as soon as practicable notify the landlord or the agent in writing and comply with clause 10.

27.2 If the tenant assigns the tenancy or sub-lets, contrary to clause 10, or if the tenant abandons the premises or cancels the tenancy, the tenant may be required to reimburse the landlord's re-letting expenses including -

27.2.1 a pro-rata letting fee;

27.2.2 advertising or marketing expenses incurred;

27.2.3 rental data base checks on applicants;

27.2.4 rent on the premises until such time as the lease is assigned or cancelled or the expiry of the tenancy, whichever first occurs.

27.3 The tenant's obligation to pay the landlord's re-letting expenses is dependent upon the landlord taking reasonable steps to mitigate any loss arising from the tenant's default.

28. Tenant intending to leave when the lease ends

If the tenant intends to vacate the premises at the end of the tenancy, written notice of the tenant's intention to vacate must be given to the landlord or the agent 28 days before the tenancy comes to an end.

29. Return of keys and obligation to pay rent

The tenant must return all the keys of the premises to the landlord or the agent when the tenant vacates the premises. The tenant's obligation to pay the rent continues until the time the keys are returned, subject to the landlord taking reasonable steps to mitigate any loss by attempting to relet the premises.

30. Tenant remaining in possession after the tenancy ends

If the tenant remains in occupation of the premises after the tenancy has come to an end and does not then enter into a fixed term lease, the tenant must give written notice of intention to vacate the premises specifying a termination date that is not less than 28 days after the day on which the tenant gives notice to the landlord or the agent.

31. Landlord requiring the premises when the lease ends

If the landlord requires possession of the premises when the lease ends, the landlord will give the tenant a notice in the manner required by the Residential Tenancies Act 1997.

32. Changing locks and alarm code

32.1 The tenant may change the locks of the premises. If the tenant changes the locks, the tenant must give the landlord or the agent duplicate keys to the changed locks as soon as practicable.

32.2 The tenant may change the code of an alarm at the premises. If the code is changed, the tenant must advise the landlord or the agent of the changed code as soon as practicable.

33. "To Let" signs

The tenant will allow the landlord or the agent to erect a "to let" sign on the premises during the last month of the tenancy. A sign must be positioned so as not to interfere with the tenant's quiet enjoyment of the premises.

34. "Auction" and "For Sale" signs

The tenant will allow the landlord or the agent to erect an "auction" or a "for sale" sign on the premises at any time. A sign must be positioned so as not to interfere with the tenant's quiet enjoyment of the premises.

35. Owners corporation rules

35.1 The rules of an owner's corporation affecting the premises are attached to this tenancy agreement. (Note: ensure the rules are attached to each part of this tenancy agreement)

35.2 The tenant will comply with the rules of the owner's corporation or any rules amending or superseding those rules, provided the amending or superseding rules are provided to the tenant.

35.3 The tenant is not obliged to contribute to owners corporation capital costs or other owners corporation expenses that would, except for this clause, be payable by the landlord.

36. Tenant cannot use bond money to pay rent

36.1 The tenant acknowledges the Residential Tenancies Act 1997 provides the tenant may not refuse to pay rent on the ground a tenant intends to regard the bond as rent paid in respect of the premises.

36.2 The tenant further acknowledges the Residential Tenancies Act 1997 permits the Victorian Civil and Administrative Tribunal to impose a penalty if it is satisfied a breach of the bond requirements of the Act has occurred.

37. Changing the rent

37.1 If this is not a fixed term tenancy agreement, the landlord may increase the rent by giving the tenant 60 days' notice required by the Residential Tenancies Regulations 2008. The landlord must not increase the rent more than once in every 6 months.

37.2 If the tenant disagrees with a rent increase sought by the landlord, the tenant may apply to the Director of Consumer Affairs Victoria for an investigation, providing the application to the Director is made within 30 days after the notice of the rent increase is given.

38. Tenant Reimbursement: late or non-payment

38. Tenant Reimbursement: Late or non-payment

38.1 If the tenant fails to make a payment under the terms of this agreement on the due date for payment and the landlord and/or the agent incurs fees and/or charges as a consequence of that failure, the tenant will reimburse the landlord and/or the agent the full amount of those fees and/or charges, on demand.

38.2 for the purpose of clause 37.1 'fees and/or charges' includes additional interest (if any) paid or payable by the landlord and/or the agent to an authorised deposit-taking institution, financier, service provider, or contractor. "Authorised deposit-taking institution" has the same meaning as in the Banking Act 1959 (C'wealth).

39. Receipt of condition report / written statement of rights and duties of a landlord and tenant

The tenant acknowledges having received before entering into occupation of the premises

39.1 two copies of a condition report signed by or on the behalf of the landlord; and

39.2 a written statement setting out the rights and duties of a landlord and tenant under a tenancy agreement ("Renting a home A guide for tenants and landlords").

40. Consent to receive information by electronic communication

40.1 For the purposes of sections 8(1) and 8(2) of the Electronic Transactions (Victoria) Act 2000 (Act) the landlord and the tenant each consent to information being given to them by means of an electronic communication.

40.2 In this additional term, "electronic communication" has the same meaning as in section 3(1) of the Act and "information" has the same meaning as "giving information" in section 8(5) of the Act."

41. No Smoking Inside Rental Premises

The Tenant(s) acknowledge and agree that there will be no smoking inside the rental premises during the term of the tenancy.

42. Air B&B and Licensing Agreements

The Tenant(s) must not grant a license or part with occupation of the premises, or a part of the premises to provide accommodation for a fee or other benefit, without, in each instance, obtaining the landlords prior written consent which, if given, may be subject to reasonable conditions.

43. National Broadband Network (NBN)

The Tenant(s) acknowledge and agree that they will not arrange installation of the NBN without expressed written permission of the Landlord or Managing Agent. The Tenant(s) acknowledge and agree that any damages done to the rental property as a result of non-approved installation will be the responsibility of the Tenant(s) and rectification works will be completed at their cost. The Tenants(s) also agree and acknowledge that changing of batteries to the NBN unit is the Tenant's responsibility and is to occur at the Tenant's cost.

44. Special Conditions


Should any special conditions be relevant to this tenancy please see attached addendum.


Signed by Woodards:



on behalf of Krisnicdom Pty Ltd

Signature of Tenant(s)

 Michael David Ip

 EVER NG

Model rules for an owners corporation

1. Health, safety and security

1.1 Health, safety and security of lot owners, occupiers of lots and others

A lot owner or occupier must not use the lot, or permit it to be used, so as to cause a hazard to the health, safety and security of an owner, occupier, or user of another lot.

1.2 Storage of flammable liquids and other dangerous substances and materials

1. Except with the approval in writing of the owners corporation, an owner or occupier of a lot must not use or store on the lot or on the common property any flammable chemical, liquid or gas or other flammable material.
2. This rule does not apply to—
 - a) chemicals, liquids, gases or other material used or intended to be used for domestic purposes; or
 - b) any chemical, liquid, gas or other material in a fuel tank of a motor vehicle or internal combustion engine.

1.3 Waste disposal

An owner or occupier must ensure that the disposal of garbage or waste does not adversely affect the health, hygiene or comfort of the occupiers or users of other lots.

2. Management and administration

2.1 Metering of services and apportionment of costs of services

1. The owners corporation must not seek payment or reimbursement for a cost or charge from a lot owner or occupier that is more than the amount that the supplier would have charged the lot owner or occupier for the same goods or services.
2. If a supplier has issued an account to the owners corporation, the owners corporation cannot recover from the lot owner or occupier an amount which includes any amount that is able to be claimed as a concession or rebate by or on behalf of the lot owner or occupier from the relevant supplier.
3. Sub rule (2) does not apply if the concession or rebate—
 - a) must be claimed by the lot owner or occupier and the owners corporation has given the lot owner or occupier an opportunity to claim it and the lot owner or occupier has not done so by the payment date set by the relevant supplier; or
 - b) is paid directly to the lot owner or occupier as a refund.

3. Use of common property

3.1 Use of common property

1. An owner or occupier of a lot must not obstruct the lawful use and enjoyment of the common property by any other person entitled to use the common property.
2. An owner or occupier of a lot must not, without the written approval of the owners corporation, use for his or her own purposes as a garden any portion of the common property.
3. An approval under subrule (2) may state a period for which the approval is granted.
4. If the owners corporation has resolved that an animal is a danger or is causing a nuisance to the common property, it must give reasonable notice of this resolution to the owner or occupier who is keeping the animal.
5. An owner or occupier of a lot who is keeping an animal that is the subject of a notice under subrule (4) must remove that animal.
6. Subrules (4) and (5) do not apply to an animal that assists a person with an impairment or disability.

3.2 Vehicles and parking on common property

An owner or occupier of a lot must not, unless in the case of an emergency, park or leave a motor vehicle or other vehicle or permit a motor vehicle or other vehicle—

- a) to be parked or left in parking spaces situated on common property and allocated for other lots; or
- b) on the common property so as to obstruct a driveway, pathway, entrance or exit to a lot; or
- c) in any place other than a parking area situated on common property specified for that purpose by the owners corporation.

3.3 Damage to common property

1. An owner or occupier of a lot must not damage or alter the common property without the written approval of the owners corporation.
2. An owner or occupier of a lot must not damage or alter a structure that forms part of the common property without the written approval of the owners corporation.
3. An approval under subrule (1) or (2) may state a period for which the approval is granted, and may specify the works and conditions to which the approval is subject.
4. An owner or person authorised by an owner may install a locking or safety device to protect the lot against intruders, or a screen or barrier to prevent entry of animals or insects, if the device, screen or barrier is soundly built and is consistent with the colour, style and materials of the building.

5. The owner or person referred to in sub rule (4) must keep any device, screen or barrier installed in good order and repair.

4. Lots

4.1 Change of use of lots

An owner or occupier of a lot must give written notification to the owners corporation if the owner or occupier changes the existing use of the lot in a way that will affect the insurance premiums for the owners corporation.

Example

If the change of use results in a hazardous activity being carried out on the lot, or results in the lot being used for commercial or industrial purposes rather than residential purposes.

5. Behaviour of persons

5.1 Behaviour of owners, occupiers and invitees on common property

An owner or occupier of a lot must take all reasonable steps to ensure that guests of the owner or occupier do not behave in a manner likely to unreasonably interfere with the peaceful enjoyment of any other person entitled to use the common property.

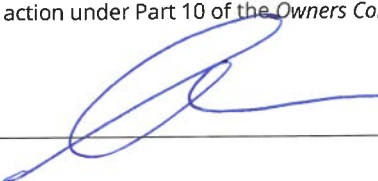
5.2 Noise and other nuisance control

- 1. An owner or occupier of a lot, or a guest of an owner or occupier, must not unreasonably create any noise likely to interfere with the peaceful enjoyment of any other person entitled to use the common property.
- 2. Subrule (1) does not apply to the making of a noise if the owners corporation has given written permission for the noise to be made.


6. Dispute resolution


- 1. The grievance procedure set out in this rule applies to disputes involving a lot owner, manager, or an occupier or the owners corporation.
- 2. The party making the complaint must prepare a written statement in the approved form.
- 3. If there is a grievance committee of the owners corporation, it must be notified of the dispute by the complainant.
- 4. If there is no grievance committee, the owners corporation must be notified of any dispute by the complainant, regardless of whether the owners corporation is an immediate party to the dispute.
- 5. The parties to the dispute must meet and discuss the matter in dispute, along with either the grievance committee or the owners corporation, within 14 working days after the dispute comes to the attention of all the parties.
- 6. A party to the dispute may appoint a person to act or appear on his or her behalf at the meeting.
- 7. If the dispute is not resolved, the grievance committee or owners corporation must notify each party of his or her right to take further action under Part 10 of the *Owners Corporations Act 2006*.
- 8. This process is separate from and does not limit any further action under Part 10 of the *Owners Corporations Act 2006*.

Signed by Woodards:
on behalf of land lord



Signature of Tenant(s)

 Michael David Ip

 EVER NG

