

RESIDENTIAL TENANCY AGREEMENT

This Residential Tenancy Agreement is made on the date provided for in the schedule and is made by "the Owner" with "the Tenant" upon the terms in this Agreement and upon the provisions contained in The Residential Tenancy Act 1977 ("the Act").

THE SCHEDULE

ITEM 1	Date of Agreement: 21 3 16
ITEM 2	The Owner: G&W Bessell Family Trust Pty Ltd 3/5 Plummer Crt Somerset, Tas, 7322 (called "the Owner")
ITEM 3	The Tenant: <i>Fiona Johnston</i> (called "the Tenant")
ITEM 4	The Residential Premises: Unit 2/5 Plummer Court Somerset Tas 7322
ITEM 5	The Commencing Date (From): 21 3 2016
ITEM 6	The End of the (12) months Fixed Term Until: 21 3 2017
ITEM 7	The Rent (Subject to increase as in Clause 7): Two Hundred and Fifty dollars per week
ITEM 8	Time for payment of rental: Monthly starting from 21 3 2016
ITEM 9	The other occupants of "the Residential Premises": - N/A
ITEM 10	The Security Deposit (Bond): Four weeks payment Bond of \$1000.00 must be paid to the Rental Deposit Authority. One copy of the Bond lodgement receipt must be kept by the tenant and second copy must be kept by the Owner.

"The Owner" which expression shall include the "Agent" in Item 2 of the Schedule of the one part and "the Tenant" ("the Tenant") in Item 3 of the Schedule of the other part.

AGREE as follows:

1. "The Owner" agrees to let and "the Tenant" agrees to take the Residential Premises ("the Residential Premises") described in Item 4 of the Schedule together with the furniture and effects and contents ("the Furniture") therein (as the same are described in the inventory ("the inventory") annexed hereto) for the term in Items 5 and 6 of the Schedule commencing on the date set out in Item 5 of the Schedule at the rental ("the Rent") set out in Item 7 of the Schedule to be payable in advance to the Owner without any deduction whatsoever on the days and in the manner set out in Item 8 of the Schedule.
2. "The Tenant" shall:
 - a) Pay the rent on the days and in the manner provided clear of all deductions whatsoever.
 - b) Keep all glass in the window frames and keep the same clean and all shutters locks and fastenings bells doors and internal fittings and fixtures in good and tenantable repair and in the same state as at the commencement of the tenancy and deliver up possession of them at the end of the tenancy (fair wear and tear and damage by fire storm or tempest only excepted) and to keep all sinks drains W.C.'s and all other sanitary equipment clean and free from rubbish (using them only for their intended purpose) and in that state give up possession of them at the end of the tenancy.
 - c) Replace broken or cracked glass which is the fault of "the Tenant".
 - d) Keep all whitegoods clean and in good repair and condition.
 - e) Not to make or suffer to be made any alteration in or addition to "the Residential Premises" or any part thereof without the prior consent in writing of "the Owner" and not under any circumstances to drive nails or screws into the walls, use blue-tac, stick on hooks or attach anything to walls or other surfaces of "the Residential Premises".
 - f)
 - i) Not to do or suffer to be done on "the Residential Premises" anything which may be or become a nuisance or annoyance to "the Owner" or to Tenants of any adjoining Premises or which may prejudice any insurance

of "the Residential Premises" against fire or otherwise increase the ordinary premium thereon;

- g) Not to damage or injure or suffer to be damaged or injured "the Residential Premises" or any part thereof.
- h) Not to assign sublet or part with the possession of "the Residential Premises" of any part thereof without the prior consent in writing of "the Owner" which may be withheld at the discretion of "the Owner" except in the case of subletting where "the Owner" will not unreasonably refuse consent.
- i) Not to carry on any profession trade or business on "the Residential Premises" or place or exhibit any notice board or notice whatsoever on any portion of "the Residential Premises" or use "the Residential Premises" or any part thereof for any other purpose than that of private residence.
- j) Not to change any lock without "the Owner's" consent and when doing so to provide "the Owner" or his agent with a key, opening device or information required to open the lock or security device.
- k) On termination of the tenancy should keys or other security device information not be returned "the Tenant" shall be responsible for the cost of replacing such locks and/or security devices.
- l) "The Tenant" agrees that if there is a necessity to engage the services of a locksmith for replacement keys then the cost shall be that of "the Tenant".
- m) Permit "the Owner" to enter "the Residential Premises" at all times in accordance with the Act.
- n) Not to use any part of "the Residential Premises" for the standing storing parking or repairing of a motor vehicle except in an area specifically designated by "the Owner" for that purpose and to ensure that no oil or petrol is spilt on "the Residential Premises".
- o) Give up "the Residential Premises" at the termination of the tenancy in the same clean state and condition as they shall be in at the commencement of the tenancy save for fair wear and tear.
- p) Before vacating "the Residential Premises" to clean "the Residential Premises" in accordance with the requirements specified in Annexure A.

- q) Pay all charges in respect of electricity connection and usage and telephones which shall be consumed or provided on "the Residential Premises" and if a telephone is installed such telephone is not to be removed.
- r) On vacating of "the Residential Premises" should "the Tenant" leave any goods and furniture items or effects on or in any part of "the Residential Premises" "the Owner" or his agent shall cause them to be disposed of in accordance with the Act.
- s) Not keep dogs, cats, birds or other pets anywhere on "the Residential Premises" unless agreed by "the Owner" or his agent.
- t) Cause "the Residential Premises" to be occupied only by "the Tenant" and the other occupants set out in Item 9 of the Schedule. Written permission by "the Owner" or his Agent is required before additional occupants are permitted to move in which permission may be withheld at the discretion of "the Owner".
- u) Leave any laundry or toilets in "the Residential Premises" in a clean and tidy condition fit for use at all times and to leave any washing machine/dryer on "the Residential Premises" clean and dry after each use. Clothing or other articles are not to be hung on outside windows or on walls or on any outside surface or railing and shall be hung on the facilities available.
- v) Place all garbage in a garbage container and all wet and offensive or high smelling material is to be effectively wrapped. Keep the rubbish container(s) clean and the lid attached thereto.
- w) Be responsible for insuring his own possessions within the property.
- ai) Indemnify and keep indemnified "the Owner" from and against all loss and damage to "the Residential Premises" and all property therein caused or contributed to by the negligence of "the Tenant" or any servant licensee, invitee, workman employee, client agent customer or visitor of "the Tenant" and in particular but without limiting in any way the generality of the foregoing by reason of the negligent or careless misuse waste or abuse of water (including any overflow or leakage of water (including rain water) in or from "the Residential Premises") gas ,electricity or fault fittings and fixtures of "the Tenant".

"The Tenant" must give to "the Owner" or "the Owner's" agents prompt written notice of any accident to or defect in the water

pipes, gas pipes, electric light wirings or other fittings or fixtures contained in "the Residential Premises".

- aii) Indemnify and to hold harmless "the Owner" from and against all damages, sums of money, costs charges, expenses, actions claims and demands which may be sustained or suffered or recovered or made against "the Owner" by any person for any injury such person may sustain when using or entering or near any portion of the building of which "the Residential Premises" form part in the occupation of "the Tenant" where such injury arises or has arisen as a result of the negligence of or as a result of the creation of some dangerous thing state of affairs by "the Tenant" or by any clerk servant licensee, invitee, workman employee, agent, customer or visitor of "the Tenant" and whether the existence of such dangerous thing or dangerous state of affairs was or ought to have been known to "the Owner" or not.
3. The parties may terminate this Agreement or cause the Agreement to be terminated in accordance with the Act.
 4. Except as hereinbefore mentioned "the Owner" agrees with "the Tenant" that "the Tenant" paying the rent and performing all the agreements by "the Tenant" herein contained, "the Tenant" may quietly possess and enjoy "the Residential Premises" during the tenancy without interruption from "the Owner".
 5. Any demand or notice made or given by either Owner or Tenant under or by virtue of this agreement shall be deemed to be duly made or given if the same be in writing signed by "the Owner" or Tenant giving such notice or his duly appointed agent and sent to the other party through the post office by registered letter addressed to the other or them at his last known place of abode or business in Tasmania and the same shall be deemed to have been served at the same time when it would in due course of post have been delivered.
 6. Security Deposit (Bond)
From 01 July 2009 rental Bonds must be paid to the Rental Deposit Authority. The Bond must be lodged before starting tenancy and a copy of the lodgement form must be given to "the Tenant" and "the Owner".
 7. "The Owner" may increase the rent every 12 months by the amount of Consumer Price Index Rise All Groups or 5% whichever is the greater.

THE INVENTORY

All whitegoods	Note
Fridge	<i>N/A</i>
Microwave	<i>N/A</i>
Washing machine	<i>N/A</i>
Dishwasher	<i>New</i>
Stove/Oven	<i>New</i>
Oven/Hotplates	<i>New</i>
Rangehood	<i>New</i>

SIGNED by "the Tenant"

J. J. Johnston

SIGNED by "the Owner":

[Signature]

In Somerset on

29/2/16

I ACKNOWLEDGE THAT I HAVE READ AND UNDERSTOOD THE FOREGOING TENANCY AGREEMENT AND RECEIVED A COPY OF IT.

Condition report:

- a. Carpets/Floor Coverings - **New**
- b. Windows - **Clean/New**
- c. Doors - **New**
- d. Telephone - **No**
- e. Television aerial - **installed**
- f. Clothesline - **New**
- g. Lighting - **New**
- h. Keys - **two sets of keys provided**
- i. Smoke detector (batteries new) - **installed**
- j. City Council recycle crate - **available**
- k. Outbuildings - **New**
- l. Walls / Ceilings - **Newly Painted**
- m. Heat Pump – **New**
- n. Fences / gates – **New**
- o. Exterior – **Rendered New**
- p. Carport – **New**
- q. Kitchen cupboards – **New**
- r. Dishwasher – **New**
- s. Oven / Hot Plates – **New**
- t. Bath / Vanity / Shower - **New**
- u. Cupboards / Wardrobes / Pantry – **New**

ANNEXURE 'A'

1. Stove ,oven griller and drip-trays to be cleaned.
2. Windows and windowsills to be cleaned thoroughly.
3. All cupboards to be cleaned thoroughly inside and out.
4. Marks to be removed from walls.
5. All floors, all skirtings to be washed.
6. All carpets to be professionally steam cleaned and receipt produced.
7. Cobwebs to be removed.
8. No garden rubbish or other refuse to be left in the garden.
9. Particular attention should be paid to bathrooms, bathroom cabinets, and shower recess to be scrubbed and grouting to be free from all soap residue and mildew. Shower screens and shower curtains to be washed/cleaned.
10. Driveways, carports and all concrete areas to be free from oil and grease stains.
11. All items on inventory to be accounted for.
12. All light fittings including bulbs to be in working order.