

FRI 20/7/18 - D Debit to start

Seaford 11/1/18
12/1/18

Consumer and Business Services

Water meter 7/7/18 = 2401(91) KL
Power Networks 6/7/18 1118-7 Kw/h

Periodic – residential tenancy agreement

All parties to this agreement should consider seeking legal advice about their rights and obligations

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

Insert full name/s: ROSLYN AND REX KENNEDY	
Address for service of documents (must not be agent's address): 2 BUNBURY ROAD	
PORT NOARLUNGA SOUTH	Postcode: 5167
Contact telephone number (only required if no agent is managing the property for the landlord): 0413153871 0412954194	

Agent:

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

Tenant:

Insert full name of tenant 1: STACEY BATES	
Contact telephone number: 04321 71367	Email address for service of notice or document: stacey.garling@gmail.com
Insert full name of tenant 2: SCOTT BATES	
Contact telephone number: 0459043026	Email address for service of notice or document: scottpbates@live.com.au
Insert full name of tenant 3:	
Contact telephone number:	Email address for service of notice or document:

Address of premises:

6 HELMSMAN TERRACE , SEAFORD . SA 5169

Commencement of agreement:

Start date: 08/07/18

Bond amount:

\$ 1,360.00

Rent:

Weekly amount: \$ 340.00	Payment of rent will be made on: Insert day of week rent is due FRIDAY	of each week/fortnight/month \$680
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Does the property meet minimum housing standards? (see Housing Improvement Act 2016) Yes No

Is there a rent control notice or order on the property? Yes No
(if yes, provide details in 'Additional terms of agreement')

Tenants paying 2 wks + 2 days in advance so at end of tenancy if have been depositing on a Friday - they will have 2 wks + 2 days of rent time remaining

Method of payment of rent: An option to pay the rent without attending the premises must be offered to the tenant.

How/where is the rent to be paid: DIRECT DEBIT INTO NAB ACCOUNT
R.C + RK KENNEDY ATF
BSB : 085.741 A/C NO: 77-668-7671

Domestic appliance requiring instruction: Manufacturers' manuals, or written or oral instructions must be given.

List all appliances or devices provided as part of the agreement that the tenant should expect instructions for e.g. air conditioner:

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Water use and supply: Unless there is a specific agreement with the tenant, if the water supply is separately metered, the tenant is responsible to pay for all water use and the water supply charge.

Tick one box:

All water use and supply charge <input checked="" type="checkbox"/>	All water use only <input type="checkbox"/>	Supply charge only <input type="checkbox"/>	Other <input type="checkbox"/>	Insert details of other agreement:
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The tenant is not required to pay charges for water unless the landlord asks for payment within 3 months of the issue of the bill, or the tenant requested a copy of the account and the landlord failed to provide it (at no cost) within 30 days.

Exclusions:

List parts of the premises that are not included in this agreement. Give as much detail as possible:

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Terms of agreement

1. Application of the Act and Regulations
The Residential Tenancies Act 1995 and related regulations apply to all residential tenancy agreements in South Australia. An agreement or arrangement that is inconsistent with the Act is invalid.
2. Maintenance of premises – landlord
The landlord will hand over the premises in a reasonably clean condition, maintain it in a reasonable state of repair and meet all health and safety legal requirements.
3. Maintenance of premises – tenant
The tenant will keep the premises in a reasonably clean condition and notify the landlord of any damage or repair. The tenant must not intentionally or negligently cause or allow damage to the premises.
4. Use of premises
The tenant will not use or allow the premises to be used for an illegal purpose, or cause or allow a nuisance. The tenant must not cause or allow an interference with the reasonable peace, comfort or privacy of another person who lives in the immediate vicinity of the premises.

18. Termination by tenant – no specific reason

The tenant can terminate the agreement by giving at least 21 days, or a period equivalent to a single tenancy period (whichever is longer) notice without specifying any reason for the notice. The notice must be given in the written form required by regulation.

19. Insurance

If parties want to insure the property; the landlord would be responsible to insure their dwelling, fixtures and fittings. The tenant would be responsible to insure their personal belongings and furnishings.

Additional terms of agreement

Insert any other terms of the agreement – a term must not contradict the tenancies legislation:

Keys are handed over (and tenancy commences) on the agreed date only if there are confirmations of bond deposit from residential tenancies and of a direct debit deposit into the landlord's account of 2 weeks rent in advance.

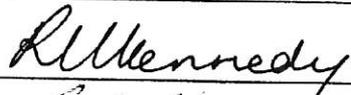
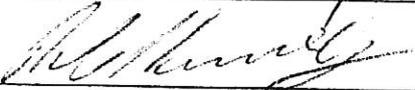
No smoking or lit candles inside the house.

The landlord must give the tenant a copy of this agreement after it is signed.

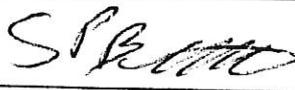
Any variation to this agreement must be in writing and dated and signed by the landlord and tenant.

The landlord must keep a copy of this agreement and any variation – in paper or electronic form – for at least two years after the agreement ends.

Signature of landlord/s or agent:

	Date: 21/7/18
	Date: 21/7/18

Signature of tenant/s: *Make sure you read all terms of this agreement before signing*

	Date: 02/07/18
	Date: 02/07/18
	Date: 1/1

For general tenancy information contact Consumer and Business Services on 131 882, or visit sa.gov.au/tenancy/renters



5. **Handing over possession of the premises without restrictions**
At the start of the agreement the landlord will not restrict the tenant from having full use of the premises (except for any part reserved for the landlord's own use). The landlord is not aware of anything that would prevent the tenant from living in the premises for the term of the tenancy.
6. **Tenant's right to peace comfort and privacy**
The tenant is entitled to peace comfort and privacy without interference by the landlord or other tenants of the landlord.
7. **Landlord's right of entry**
All entry must be made between 8am and 8pm on any day other than a Sunday or public holiday. The landlord may enter the premises as listed in section 72 of the *Residential Tenancies Act 1995*.
8. **Locks and security devices**
The landlord will provide and maintain locks and other devices so that the premises are reasonably secure. Neither party will alter, remove, or add a lock or security device without the consent of the other. Neither party will unreasonably withhold consent to the alteration, removal or addition of a lock or security device by and at the expense of the other.
9. **Alterations and additions**
The tenant must not, without the landlord's written consent, make an alteration or addition to the premises. The landlord will not unreasonably withhold consent to an alteration or addition that is necessary to ensure the provision of infrastructure or a service of a prescribed kind.
10. **Removal of an alteration or addition**
The tenant may remove an item that was added with the landlord's consent, unless its removal would cause damage. If damage is caused by removing an item, the tenant must notify the landlord and, at the option of the landlord, repair the damage or compensate the landlord for the reasonable cost to repair the damage.
11. **Subletting or assignment**
The tenant has the right, with the landlord's written consent, to sublet or assign their interest of the premises to another. The landlord cannot unreasonably withhold consent but can charge reasonable expenses for giving consent.
13. **Termination by landlord or tenant for breach of agreement**
If a breach can be remedied, the landlord or tenant can issue a notice for the breach. The notice must be in a written form required by regulation, must detail the breach and that if the breach is not remedied within the specified period the tenancy will end.
14. **Termination for rent arrears**
If the tenant fails to pay rent, rent must be at least 14 days behind before the landlord can issue a notice of termination for the breach. The notice must be in a written form required by regulation.
15. **Termination on hardship grounds**
Either the landlord or the tenant can apply to the South Australian Civil and Administrative Tribunal (SACAT) to terminate a tenancy because the continuation of the tenancy would cause undue hardship.
16. **Termination by landlord – specific reason**
The landlord can terminate the agreement by giving at least 60 days notice in the written form required by regulation if:
 - possession is required for demolition;
 - possession is required to carry out repairs or renovations that can't be done with reasonable convenience while the tenant remains in the premises;
 - possession is required for personal occupation or occupation by the landlord's spouse, child, parent, or the spouse of a child or parent;
 - a contract for sale of the premises has been entered into under which the landlord needs to give vacant possession to the new owner.
17. **Termination by landlord – no specific reason**
The landlord can terminate the agreement by giving at least 90 days notice without specifying any reason for the notice. The notice must be given in the written form required by regulation.

2nd Rental 6/7/17 to 6/7/18
 Bond received 29.6.17 \$1320
 Bond → Residential Tenancies 5.7.17

RESIDENTIAL TENANCY AGREEMENT FOR A FIXED TERM

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

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

Insert full name/s: ROSLYN + REX KENNEDY	
Address for service of documents (must not be agent's address): 2 BUNBURY ROAD	
PORT NOARLUNGA SOUTH	Postcode: 5167
Contact telephone number (only required if no agent is managing the property for the landlord):	

AGENT:

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

TENANT/S

Insert full name of tenant 1: Lauren Catherine Banks	
Contact telephone number: 0497851778	Email address for service of notice or document: lauren.mcmillan@live.com.au
Insert full name of tenant 2: Billy Jack Banks	
Contact telephone number: 0447569928	Email address for service of notice or document:
Insert full name of tenant 3:	
Contact telephone number:	Email address for service of notice or document:

ADDRESS OF PREMISES:

6 HELMSMAN TERRACE, SEAFORD 5169

TERM OF AGREEMENT:

Starting on: 06/7/2017	Ending on: 06/7/2018	Term of (e.g. 6 or 12 months) 12
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RENT:

Weekly amount: \$ 330.00	Payment of rent will be made on: Insert day of week rent is due THURSDAY	of each week/fortnight/month
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BOND AMOUNT:

\$ 1,320.00

METHOD OF PAYMENT: An option to pay the rent by an alternative method not involving attendance at the premises must be offered to the tenant.

Insert how/where the rent is to be paid: R. C & R. KENNEDY BSB: 085-741	DIRECT DEBIT INTO ACCOUNT (NAB) ATF A/C NO 77-668-7671
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DOMESTIC APPLIANCE REQUIRING INSTRUCTION: *Manufacturers' manuals, or written or oral instructions must be provided to the tenant.*

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

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.....

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

Tick one box:

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

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

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ADDITIONAL TERMS OF AGREEMENT

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

See attached sheet.....

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SIGNATURE OF LANDLORD/S OR AGENT:

	Date: 5 / 7 / 2017
	Date: / /

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

	Date: 05 / 07 / 2017
	Date: 05 / 07 / 2017
	Date: / /

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