

# Section 48 Notice

## This notice is to be retained by the Tenant



### Information to be provided by landlords to tenants

Section 48 of the *Residential Tenancies Act 1995* requires that a landlord must ensure that a tenant is given, before or at the time the landlord and tenant enter into a residential tenancy agreement certain information.

#### 1. AGENT: Company Name/Legal Entity:

MAXX REALTY PTY LTD

Company Representative: Michael Simounds

Street 1: 89 North East Road

Suburb: COLLINSWOOD State: SA Postcode: 5081

ABN (if applicable): 13 117 116 908 RLA No: 231025

Telephone: W: 08 8463 2626 M: 0418 829 711 F: 08 8266 1450

Email: michael.simounds@maxxrealty.com.au

Address for service of documents if different to above:

#### 2. LANDLORD: Full Names:

ALLURE LIFE 2 PTY LTD AFT SEASIDE SUPERAUNNATION

Address for service of documents as below.

Street 1: 110/19 HOLDFAST PROMENADE

Suburb: GLENELG State: SA Postcode: 5045

ABN (if applicable):

If landlord is a company, address of registered office of the company, if different to above:

Street 1:

Suburb: State: Postcode:

#### 3. PERSON WITH SUPERIOR TITLE TO LANDLORD (if applicable):

Street 1:

Suburb: State: Postcode:

ABN (if applicable):

INITIALS

# Residential Property Tenancy Agreement: Schedule



**This is a residential tenancy agreement and the parties to the agreement should consider obtaining legal advice about their rights and obligations under the agreement.**

**1. AGENT:** Company Name/Legal Entity:   
Company Representative:   
Street 1:   
Street 2:   
Suburb:  State:  Postcode:   
ABN (if applicable):  RLA No:   
Telephone: W:  F:   
M:   
Email:

The Agent consents to the above email address being used for the purposes of service under the Act.

**2. LANDLORD:** Full Name(s):   
Street 1:   
Street 2:   
Suburb:  State:  Postcode:   
ABN (if applicable):

**3. TENANT:** Full Name(s):   
  
  
  
Email:

The Tenant consents to the above email address being used for the purposes of service under the Act.

## 4. PREMISES:

Street 1:   
Street 2:   
Suburb:  State:  Postcode:

## 5. TERM:

Fixed: Commencement Date:  /  /  End Date:  /  /   
 Periodic: Commencement Date:  /  /  and continues until terminated in accordance with this Agreement

## 6. RENT:

Amount: Words:  \$   
Per (period):   
Payable in advance:  Weekly  Fortnightly  Calendar monthly  
Payments: First Payment of \$  on  /  /  with the  
next payment of \$  on  /  /   
and thereafter: \$  on the  of each   
Payment:  Direct Debit  Bank Deposit Book  Internet Transfer  Rent Card  
Method:  Bank Cheque  Other

**Note:** Payment of rent will be taken to have been made when it is credited to the bank account. The Tenant must take into consideration any delays in crediting the bank account caused by the method of rent payment.

INITIALS

# Residential Property Tenancy Agreement: Schedule



## 7. BOND

Words:

## 8. OUTGOINGS: (Clause 3.1.3)

- All water usage costs adjusted for the period of tenancy
- All water usage costs in excess of  kL per annum, with such allowance to be adjusted for the period of tenancy
- All water supply charges adjusted for the period of tenancy
- No charge for water
- Other (specify)

If the Property is not individually metered for a service, the Tenant must pay an apportionment of the cost of the service as set out below:

Service	Apportionment
<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>

## 9. INSURANCE: (Clause 3.1.13)

Responsibility for insurance of the premises  Landlord

Responsibility for insurance of contents of the premises (for property other than that of the Landlord)  Tenant

## 10. OTHER CONDITIONS:

Other persons permitted to reside in the Premises (list names):

**Pets Approved:** (Clause 3.2.11)

No

Yes Details:

**Repair Instructions:**

Always contact Agent

Nominated repairers

Repairer:

Name:

Telephone:

Repairer:

Name:

Telephone:

INITIALS

*[Handwritten initials]*

# Residential Property Tenancy Agreement: Schedule



## Additional Conditions:

N/A       As detailed below       See annexure

### 1. 1/ All Water supply and usage costs :-

The tenant will be liable for all water usage and supply charges (at a rate prescribed or determined from time to time by SA Water) with all costs calculated and adjusted on a daily basis for the duration of the tenancy. If no separate flow meter is installed on the premises the tenant will not be liable for any usage costs unless there is a method of determining water usage and or an agreed equal split of usage cost has been agreed upon by all unit owners by way of resolution within the strata rules or regulations of the body corporate. The tenants' liability in any event shall be restricted to no more than an equal proportionment of such costings. NO Sewer rates or charges may be levied against the Tenant.

### 2/ Smoking

Smoking is prohibited inside the property - but allowed outside or on balconies and courtyards.

### 3/ Pets

No pets (including cats, dogs, reptiles, vermin, mammals, birds, poultry) are to be kept on the premises at any time unless agreed to by the owner /agent in written form. Any evidence of a pet in the house such as lingering smells or the sighting of a pet will be dealt with as this is a clear breach of the agreement.

4 / The tenant must advise the office of your new phone numbers or email address within 7 days of change.

5/ It is the tenants responsibility to have gas and electricity in your name if applicable to your home.

6/ The property is to be professionally cleaned or to a professional clean standard at the end of the tenancy, and is the responsibility of the tenant.

7/ We recommend that carpets are to be professionally steamed cleaned by the tenant at the end of the tenancy, at the tenants own cost.

8/ The tenant agrees to pay rent directly into the bank account as supplied by the agent and to use the special Tenant CODE in all transactions including accounts issued to the tenant for payment as well.

### MAXX REALTY TRUST ACCOUNT

Commonwealth Bank

BSB : 065 141

Account number : 1021 1368

YOUR REFERENCE CODE ON THE REFERENCE LINE FOR THE ELECTRONIC TRANSFER

Your BANKING CODE IS .....6816.....

9/ Repairs and Maintenance - unless the job is of an URGENT nature , we would prefer if all requested works be place in writing to the agent.

10/ Should a tenant lock themselves out of their rented property after normal trading hours and the agents emergency house key is requested - a fee of \$150.00 is charged

### VERY IMPORTANT INFORMATION !!

1/  
PLEASE NOTE UNDER THE ACT YOU ARE REQUIRED TO GIVE THE AGENT 28 DAYS WRITTEN NOTICE IF YOU INTEND TO VACATE THE PREMISES AT THE END OF YOUR LEASE TERM OR ANY LEASE RENEWAL THAT EXTENDS ON FROM THE ORIGINAL LEASE.

INITIALS

# Residential Property Tenancy Agreement: Terms and Conditions



## 1. AGREEMENT

The Landlord agrees to rent the Property to the Tenant in accordance with the terms and conditions of this Agreement

## 2. DEFINITIONS AND INTERPRETATION

In this Agreement, unless a contrary intention appears:

- 2.1 "Act" means the *Residential Tenancies Act 1995*;
- 2.2 "Agent" means the person or organisation specified in Item 1 of the Schedule;
- 2.3 "Ancillary Property" means the property identified or specified in the Inspection Sheet;
- 2.4 "Bond" means the amount specified in Item 7 of the Schedule;
- 2.5 "Landlord" means the person or organisation specified in Item 2 of the Schedule;
- 2.6 "Premises" means the premises the subject of this Agreement specified in Item 4 of the Schedule;
- 2.7 "Property" means the Premises and the Ancillary Property (if any);
- 2.8 "Rent" means the amount specified in Item 6 of the Schedule and/or as varied in accordance with this Agreement;
- 2.9 "Tenant" means the person or organisation specified in Item 3 of the Schedule;
- 2.10 "Term" means the period this Agreement remains in force specified in Item 5 of the Schedule.

The singular includes the plural and vice versa and references to natural persons include corporations and vice versa. Where more than one person is a party to this Agreement, the terms and conditions to be performed by them bind each party jointly and severally.

## 3. TENANT'S RIGHTS AND OBLIGATIONS

3.1 Subject to the provisions of the Act the Tenant must:

- 3.1.1 pay the Rent to the Agent in full in the manner and at the times specified in Item 6 of the Schedule, unless the Agent has given the Tenant a notice in writing setting out an alternative method;
- 3.1.2 pay the Bond to the Agent;
- 3.1.3 pay all outgoings of the Property to the Agent including gas, electricity, telephone and oil, together with rates and charges for water specified in Item 8 of the Schedule, within fourteen (14) days of receipt of a notice for payment;
- 3.1.4 keep the Property clean and secure, immediately notify the Landlord or the Agent of any damage to the Property and immediately report to the Landlord or the Agent any breakdown or fault in the equipment, electrical, smoke detectors or plumbing services in or on the Property;
- 3.1.5 pay the cost of repair to "the Plumbing" (as defined in clause 3.2.3) when damage to it is as a result of a breach by the Tenant of this Agreement;
- 3.1.6 keep the Property clear of rubbish, place household rubbish in a bin of the type approved by the local council, put the bin out for collection on the day of collection and retrieve it as soon as possible after it has been emptied;
- 3.1.7 regularly mow the lawn, weed and water the garden to at least maintain any garden that is part of the Property to the same standard as applied at the commencement of the Term;
- 3.1.8 keep all drains clear and not intentionally nor negligently do anything that will interfere with the proper operation of any Plumbing or drainage system on the Property;
- 3.1.9 use the Premises solely as a place of residence;
- 3.1.10 pay the cost of any repairs necessary because of damage to the Property as the result of an act or omission of the Tenant or any invitee of the Tenant;
- 3.1.11 return to the Agent's office the completed Inspection Sheet required by the Regulations under the Act within fourteen (14) days of the commencement of the Term, together with details of any disputed item on that Inspection Sheet;
- 3.1.12 where the Property includes a swimming pool or spa:
  - 3.1.12.1 supply and bear the cost of all necessary labour, chemicals and treatments to maintain the present condition of the swimming pool or spa;
  - 3.1.12.2 observe any instructions from the Landlord about the use or maintenance of the swimming pool or spa, including the correct chemical levels;
  - 3.1.12.3 not drain the swimming pool or spa without prior written consent of the Landlord;
  - 3.1.12.4 advise the Landlord or the Agent immediately upon becoming aware of any equipment, including fences or gates, being damaged or malfunctioning or of the condition of the pool or spa deteriorating such that remedial treatment is required;
- 3.1.13 effect and maintain any policy of insurance specified in Item 9 of the Schedule during the Term and, on demand, produce to the Landlord or the Agent a certificate of currency for that insurance;
- 3.1.14 indemnify and keep indemnified the Landlord and the Agent in respect of loss incurred or suffered as a result of any breach of this Agreement by the Tenant or any negligent act arising from the Tenant's use of the Property:
  - 3.1.14.1 this indemnity includes, without limitation, loss due to bodily injury, sickness, or death or loss, destruction or damage to property;
  - 3.1.14.2 this indemnity survives the expiration or termination of this Agreement.

3.2 The Tenant must not without the prior written consent of the Landlord:

- 3.2.1 use, cause or permit the Property to be used for an illegal or unauthorised purpose;
- 3.2.2 intentionally or negligently cause or allow others to intentionally or negligently damage the Property (including by driving nails, plugs or screws or fixing any adhesive material to any part of the Property);
- 3.2.3 use any sink, basin, bath, lavatory, drain or similar facility ("the Plumbing") in or connected to the Property for other than their intended purpose;
- 3.2.4 damage the Plumbing or the drainage or sewerage systems of the Property;
- 3.2.5 affix any fixture or make any renovation, alteration or addition to the Property;
- 3.2.6 remove or alter any fixture or device on the Property;
- 3.2.7 cause or permit a nuisance or any interference with the reasonable peace, comfort or privacy of any person who resides in the immediate vicinity of the Property;
- 3.2.8 assign this tenancy or sublet the Property;
- 3.2.9 affix any television antenna, cable TV or satellite dish to the Property;
  - 3.2.9.1 it is acknowledged by the tenant that the landlord and/or the agent do not represent or guarantee that a telephone line or a television aerial is connected to the Premises, even if one or more telephone / aerial plug/s is located in the Premises;

INITIALS

# Residential Property Tenancy Agreement: Terms and Conditions



- 3.2.10 install any air-conditioning unit on or in the Premises;
  - 3.2.11 keep any animals (including reptiles, mammals, birds, poultry or fish) on the Property;
  - 3.2.12 permit any bicycle or motor cycle to be brought into the living areas of the Premises or left anywhere in or near the Premises other than in an agreed parking place;
  - 3.2.13 place any advertisement, notice or sign on or in the Property;
  - 3.2.14 interfere with any machinery, plant or equipment belonging to the Landlord on the Property other than to operate it in accordance with the Landlord's or the manufacturer's instructions;
  - 3.2.15 allow any person other than the intended occupants notified to the Landlord prior to the commencement of this Agreement to remain on the Property for more than fourteen (14) days;
  - 3.2.16 alter, remove or add any locks or other security devices to the Property. In the event consent is granted, the Tenant must supply any key, device or updated security code to the Agent as soon as practicable;
  - 3.2.17 cause or permit smoking within the Premises.
- 3.3 Where the Premises are a unit or lot under the *Strata Titles Act 1988* or the *Community Titles Act 1996* or are comprised in another form of multiple dwelling, the Tenant must not breach or permit a breach of the applicable Act or the Articles/By Laws of the Corporation made under that Act, or (in regard to other premises) of any Articles or Rules that apply and in particular must not:
- 3.3.1 park any motor vehicle or motor cycle in any place other than an allotted parking space;
  - 3.3.2 deposit any rubbish around the Property or any neighbouring properties other than in a bin provided for the purpose;
  - 3.3.3 place any pot or plant container or personal items on any window sill, balustrade, balcony or passageway or in any common areas;
  - 3.3.4 hang washing anywhere other than in areas provided for that purpose;
  - 3.3.5 use any communal laundry outside the times set by the Corporation.

## 4. LANDLORD'S RIGHT OF ENTRY

Subject to the Act, the Landlord or Agent may enter the premises:

- 4.1 in an emergency;
- 4.2 to collect rent;
- 4.3 to inspect the premises;
- 4.4 to carry out garden maintenance;
- 4.5 to carry out necessary maintenance;
- 4.6 to show the premises to prospective tenants;
- 4.7 to show the premises to prospective purchasers;
- 4.8 to determine whether a breach has been remedied;
- 4.9 for some other genuine purpose;
- 4.10 if the landlord believes on reasonable grounds that the tenant has abandoned the premises.

## 5. LANDLORD'S RIGHTS AND OBLIGATIONS

- 5.1 Subject to the Act, the Landlord must:
- 5.1.1 provide the Property in a reasonable state of cleanliness;
  - 5.1.2 provide and maintain the Property in a reasonable state of repair having regard to its age, character and prospective life, however the Landlord will not be regarded as being in breach of the obligation to repair unless the Landlord has been given written notice by the Tenant of the defect requiring repair and the Landlord fails to act with reasonable diligence to have the defect repaired;
  - 5.1.3 provide and maintain such locks and other devices as are necessary to ensure that the Property is reasonably secure;
  - 5.1.4 pay all rates, taxes and charges imposed in respect of the Property other than rates and charges for water that are agreed to be paid by the Tenant and specified in Item 8 of the Schedule;
  - 5.1.5 allow the Tenant to have quiet enjoyment of the Property during the Term.
- 5.2 The Landlord must not:
- 5.2.1 cause or permit any interference with the reasonable peace, comfort or privacy of the Tenant in the use by the Tenant of the Property;
  - 5.2.2 except where the Tenant is in default of this Agreement, alter, remove or add any lock or device of the type referred to in clause 5.1.3 without the Tenant's written or verbal consent.
- 5.3 Subject to the Act, the Landlord may increase the Rent and Bond during the Term, even if this Agreement is for a fixed term. If the Agreement is for a fixed term, any rent increase during the Term must be either by mutual agreement or in accordance with clause 5.4.
- 5.4 By completing this clause, the parties agree that the rent will be increased during the fixed term of the agreement as follows:
- 5.4.1 the rent will be increased to \$  per  on  /  /  ;  
and to \$  per  on  /  /  ; or
  - 5.4.2 the rent increase can be calculated by the following method (set out details):

## 6. TERMINATION AND HOLDING OVER

The Landlord and Tenant agree:

- 6.1 this Agreement may only be terminated in accordance with the Act;
- 6.2 subject to clause 6.3, the Landlord may terminate this Agreement on seven (7) days notice to the Tenant if the Tenant breaches it in any respect whatsoever;
- 6.3 where the Landlord proposes to give a notice terminating this Agreement for non-payment of rent, the Rent must have been in arrears for at least fourteen (14) days before a notice of termination can be given;
- 6.4 if, with the approval of the Landlord, the Tenant remains in occupation of the Property after the expiration of the Term, this Agreement continues until determined by either party in accordance with the Act;
- 6.5 if the Tenant breaches this Agreement during its Term, and the Landlord re-lets the Property, then the Tenant will pay to the Agent the Landlord's reasonable re-letting costs including advertising, letting fee and any out of pocket expenses, together with the Rent to the date on which the Tenant is released (if applicable) from this Agreement;
- 6.6 the Landlord may charge the Tenant for processing an application for consent to sublet the Property.

INITIALS

# Residential Property Tenancy Agreement: Terms and Conditions



## 7. PRIVACY ACT 1988

- 7.1 The parties agree and acknowledge that the Agent uses personal information collected from the Landlord and Tenant to act as the Landlord's agent and to perform their obligations under this Agreement. The Agent may also use such information collected to promote the services of the Agent and/or seek potential clients.
- 7.2 The Agent may disclose information to other parties including media organisations, on the internet, to potential tenants, or to clients of the Agent both existing and potential, as well as to tradespeople, owners, corporations, government and statutory bodies, other agents, and to third party operators of tenancy reference databases. By entering into this Agreement the Tenant acknowledges that if they fail to comply with their obligations under this Agreement that fact and any other relevant information collected about the Tenant during the course of the tenancy may also be disclosed to other agents and third party operators of tenancy reference databases.
- 7.3 The Agent will only disclose information in this way to other parties as required to perform their duties under this Agreement, to achieve the purposes specified above or as otherwise allowed under the *Privacy Act 1988*.
- 7.4 If the Tenant would like to access this information, they can do so by contacting the Agent at the address and contact numbers contained in this Agreement. The Tenant can also correct this information if it is inaccurate, incomplete or out-of-date.

## 8. OTHER CONDITIONS

This Agreement includes such other terms and conditions as specified in Item 10 of the Schedule.

## 9. GENERAL

- 9.1 This Agreement is governed by and construed in accordance with the laws from time to time in force in South Australia and the parties submit to the non-exclusive jurisdiction of the Courts of this State.
- 9.2 If any provision of this Agreement shall be found by a court of competent jurisdiction to be invalid or unenforceable in law, then in such case the parties hereby request and direct such court to sever such provision from this Agreement.

INITIALS



# Residential Property Tenancy Agreement: Execution Page



## EXECUTED AS AN AGREEMENT

Dated this 14<sup>th</sup> Day of August 2015

### The Tenant(s) acknowledge receipt of:

- |  |   |
|--|---|
| <input checked="" type="checkbox"/> Section 48 Notice  | <input checked="" type="checkbox"/> Keys (Number <u>4</u> )                     |
| <input checked="" type="checkbox"/> A copy of this Agreement                                       | <input checked="" type="checkbox"/> Remote control devices (Number <u>N/A</u> ) |
| <input checked="" type="checkbox"/> Information Brochure ( <i>Residential Tenancies Act 1995</i> ) | <input type="checkbox"/> Strata Articles  |
| <input checked="" type="checkbox"/> Property Condition Report (2 copies)                           | <input type="checkbox"/> Community Title By-laws                                |
| <input type="checkbox"/> Manufacturers' Manuals - refer Annexure                                   | <input type="checkbox"/> Statutory Notice for Short Term Tenancy                |
| <input type="checkbox"/> Additional fees and charges - refer Annexure                              | <input type="checkbox"/> Other <input type="text"/>                             |
| <input type="checkbox"/> Additional Conditions Annexure  | <input type="checkbox"/> Other <input type="text"/>                             |

### SIGNED by the TENANT(s):

Tenant: 

Full Name (Print) DARREN ROBERT DAVIES - 0488 290 899

### SIGNED by the TENANT(s):

Tenant: \_\_\_\_\_

Full Name (Print)

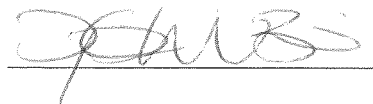
Tenant: \_\_\_\_\_

Full Name (Print)

Tenant: \_\_\_\_\_

Full Name (Print)

### SIGNED by or on behalf of THE LANDLORD



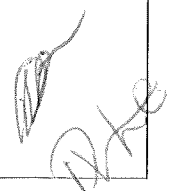
- Agent as authorised     Landlord

Full Name (Print) MICHAEL WAYNE SIMONDS

### Note:

1. REISA recommends that you should not sign any contractual document unless you are satisfied that you understand its terms.
2. Use of this Agreement by a non-member of REISA is a breach of Copyright.

**NOTE: ALL PARTIES SHOULD INITIAL ALL PAGES**








# ANNEXURE A - RESIDENTIAL PROPERTY TENANCY AGREEMENT



This Annexure page is to be used only if there is insufficient space in the Schedule.  
Please insert the relevant corresponding Item number and heading.

ITEM	DESCRIPTION:
1.	<p>PET LEASE AGREEMENT</p> <p>THIS AGREEMENT BETWEEN MAXX REALTY PTY LTD (OWNER) and DARREN ROBERT DAVIES (Tenant) whereby:</p> <p>2. OWNERS GIVES RESIDENT permission to house the pet described on the premises leased by TENANT under the terms of:</p> <p>(a) Tenant agrees that no additional or different pet will occupy the premises, even temporarily, under this agreement, that tenant will execute a separate Pet Lease Agreement for each pet that occupies the premises under the above described Lease Agreement.</p> <p>(b) Tenant agrees that if Pet becomes annoying, bothersome, or in anyway a nuisance to other residents Tenant will immediately upon from the Owner, remove the pet from the premises or vacate the premises.</p> <p>(c) Any damage caused by the pet to the property and/or gardens will be rectified by Tenants within 14 days of notification.</p> <p>(d) The Tenant agrees to keep the pet outside of the premises and ancillary property at all times.</p> <p>(e) Tenant agrees to a flea treatment done by a professional pest control at the end of the lease.</p> <p>TYPE OF PET: DOG BREED: BLUE HEELER CROSS NAME OF PET: AGE: COLOUR:</p> <p>3. This Agreement is to be attached to and become a part of the above described Lease Agreement.</p> <p>TENANT: DARREN ROBERT DAVIES</p> <p>(SIGN) </p> <p>OWNER: ALLURE LIFE 2 PTY LTD aft SEASIDE SUPERANNUATION</p> <p>(SIGN) </p> <p>In respect of the property situated at: 39 BRITTON STREET, GAWLER WEST SA 5118</p> <p style="text-align: right;"></p>

INITIALS

