

## Residential Tenancy Agreement

Residential Tenancies Act 1997

1. THIS AGREEMENT is made on the date specified in item 1 in the Schedule hereto BETWEEN the LANDLORD whose name and address is specified in item 2 in the schedule whose AGENT is specified in item 3 in the Schedule and the TENANT whose name and address is specified in item 4 in the Schedule.

### PREMISES AND RENT

The LANDLORD lets to the TENANT the PREMISES specified in item 5 in the Schedule together with those items indicated in the Schedule, for which the RENTAL shall be the amount specified in item 6 in the Schedule of which the first installment is payable on the date specified in item 7 of the Schedule and payable by the TENANT to the party specified in item 8 in the Schedule.

### BOND

The TENANT shall pay a BOND of the amount specified in item 9 of the Schedule to the LANDLORD/AGENT on receiving the keys for the property.

In accordance with the Residential Tenancies Act 1997 the LANDLORD/AGENT must lodge the BOND with the Residential Tenancies Authority within 5 business days of receiving the BOND

### FIXED TERM TENANCY

The term of this Agreement shall be as specified in item 11 in the Schedule COMMENCING on the date specified in item 12 in the Schedule and ENDING on the date specified in item 13 in the Schedule and unless either party terminates this Agreement in accordance with the provisions of the Residential Tenancies Act, 1997 this Agreement shall then continue as a periodic tenancy.

OR

### PERIODIC TENANCY

This Agreement shall commence in the date specified in item 13 in the Schedule and continue until terminated in accordance with the Residential Tenancies Act, 1997.

2. **CONDITION OF THE PREMISES**

The LANDLORD shall make sure that the premises are maintained in good repair.

3. **DAMAGE TO THE PREMISES**

- (a) The TENANT shall make sure 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/AGENT of any damage to the premises as soon as practicable.

4. **CLEANLINESS OF THE PREMISES**

- (a) The LANDLORD shall make sure that the premises are in a reasonably clean condition on the day on which it is agreed that the TENANT shall enter in to occupation of the premises.
- (b) The TENANT shall keep the premises in a reasonably clean condition during the period of the Agreement.

5. **USE OF PREMISES**

- (a) The TENANT shall not use or allow the premises to be used for any illegal purpose.
- (b) The TENANT shall 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 neighbouring premises.

6. **QUIET ENJOYMENT**

The LANDLORD shall take all reasonable steps to make sure that the TENANT has quiet enjoyment of the premises.

7. **ASSIGNMENT OR SUB-LETTING**

- (a) The TENANT shall not assign or sub-let the whole or any part of the premises without the written consent of the LANDLORD. The LANDLORD'S consent shall not be unreasonably withheld.
- (b) This TENANT shall not offer/ advertise/ lease the property for short or long term stay/ lease/ or sublease purposes. This includes, but is not limited to, Airbnb, Stayz, Homeaway or any other similar short or long stay website or business.
- (c) The LANDLORD shall 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 an assignment in writing of this Agreement.

8. **RESIDENTIAL TENANCIES ACT, 1997**

Both parties to the Agreement shall comply with the provisions of the Residential Tenancies Act 1997 as they apply to each party. (Note: Reference should be made to the Residential Tenancies Act, 1997 for further rights and duties).

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## ADDITIONAL TERMS

Additional terms which do not take away the rights and duties included in the Residential Tenancies Act 1997 are set out in this section.

### COMMENCING THE TENANCY

9. The TENANT shall pay all charges in respect of the re-connection and consumption of water, electricity, gas, oil and telephone where the rented premises is separately metered for these services. It is the LANDLORD'S responsibility to pay for the initial connection charges of these services but not for any connection costs of the telephone service when this service has previously been connected to the premises.

10. The TENANT acknowledges that the LANDLORD'S insurance policy does not provide cover for the TENANT'S possessions. *Note - It is strongly recommended that the TENANT take out contents insurance to adequately cover their possessions.*

11. The TENANT shall only use the premises for residential purposes unless the written consent of the LANDLORD is given to the contrary and shall comply with any Act, Regulation, Rule or direction of any Government, semi Government or statutory body.

12. The TENANT acknowledges that no promises, representations, warranties or undertakings have been given by the LANDLORD or the Agent in relation to the suitability of the premises for the TENANT'S purposes otherwise than as provided herein.

13. The TENANT acknowledges that no promises, representations or warranties have been given by the LANDLORD or the AGENT in relation to any further renewal of this Agreement other than as specified in Item 11 of the attached Schedule.

14. The TENANT acknowledges that the LANDLORD may require possession of the premises at the termination of this Agreement and may issue a Notice to that effect prior to the expiry of this Tenancy Agreement.

15. The TENANT acknowledges that the persons named on this Tenancy Agreement are those who will occupy the premises during the term of the Agreement and that any change of occupant(s) must be immediately notified to the AGENT in writing in accordance with Condition 7 and a Bond Transfer form completed in accordance with the Residential Tenancies Act 1997. A fee shall be charged by the AGENT to the TENANT for the transfer of TENANTS.

16. The TENANT acknowledges that whilst all due care has been taken by the LANDLORD and the AGENT to ensure that all keys held by previous occupiers of the property have been returned, to ensure total security it is the LANDLORD and the AGENT'S recommendation that the barrels to all locks are changed at the TENANT'S expense.

17. The TENANT agrees that the premises will be the place of residence for **2 Adults**. If a change of circumstance or living arrangements change, please advise the office in writing.

18. NO PETS are to be kept on the premises without written consent from the AGENT/ LANDLORD.

19. The TENANT acknowledges that all care must be taken to avoid damage to any floorboards and protective cushions should be placed under all furniture in this instance. Minimal chemicals and water to be used when washing any floorboards. Steam Cleaners should be avoided.

### DURING THE TENANCY

20. The LANDLORD acknowledges the TENANT'S right to change the locks on the premises providing a duplicate key is supplied to the AGENT. The LANDLORD also acknowledges the TENANT'S right to change the alarm code on the premises providing the AGENT is immediately advised of the new alarm code.

21. The TENANT shall not do or allow anything to be done which would invalidate any insurance policy on the premises or increase the premium. (An example of this could be the storage of flammable liquids or the use of kerosene or oil burning heaters in the premises.)

22. The TENANT shall notify the AGENT immediately upon becoming aware of any damage to or defects in the premises.

23. The TENANT or anyone on the premises with the consent of the TENANT shall ensure that care is taken to avoid damaging the rented premises.

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24. The TENANT/S hereby agree/s to give immediate notice of any blockages or defects in drains, water services or sanitary systems. At no time should any item that could cause a blockage including feminine hygiene products, disposable nappies or excessive amounts of toilet paper be flushed down the sewerage, septic, storm water or drainage systems. The TENANT is responsible to pay all costs, charges and expenses that may be incurred in rectifying defects or blockages caused by the TENANT/S misuse or neglect.
25. The TENANT shall not paint or affix any sign or any antenna or cabling onto the premises or affix any nail, screw, fastening or adhesive to the interior or exterior of the premises without the prior written consent of the LANDLORD.
26. The TENANT shall deposit all rubbish including cartons and newspapers in a proper rubbish receptacle with a close fitting lid as required by the local Municipal Authority. Such rubbish receptacle shall be kept only in the place provided and placed out by the TENANT for collection and returned to its allotted place in accordance with local Municipal Authority by-laws.
27. The TENANT shall not hang any clothes outside the premises other than where provision for the hanging of clothes has been provided.
28. The TENANT shall allow the LANDLORD or the AGENT to put on the premises a notice or notices 'To Let' during the last month of the term of this Agreement. The TENANT shall also allow the LANDLORD or the AGENT to put on the premises a notice or notices 'For Sale' or 'Auction' at any time during the term of this Agreement.
29. In accordance with the provisions of Section 44 of the Residential Tenancies Act 1997, the LANDLORD may increase the rent not more than twice a year with at least a six month interval. Rent will be increased by giving the tenant at least 60 days notice of the increase in writing.
30. This Agreement may be amended only by an Agreement in writing signed by the LANDLORD and the TENANT.
31. The TENANT shall, at the TENANT'S expense, replace with a similar type all lighting tubes, globes and down lights to the premises which become defective during the term of the tenancy unless the defect is proven to be caused by faulty wiring or a defective fitting.
32. The TENANT agrees to park only in that car-space, carport or garage allocated to this tenancy and not park or caused to be parked in any manner which will cause inconvenience to any other resident. Parking allocated is for registered vehicles only and no abandoned, disused, un-roadworthy or unregistered vehicles will be allowed on the rented premises.
33. The TENANT agrees not to carry out any mechanical repairs or spray painting of any motor vehicles, boats or motorcycles in or around the rented premises, including common property.
34. The TENANT agrees to observe and be bound by the Articles of Association of the Service Company or the Rules of the Body Corporate (as the case may be) in relation to the use, occupation and enjoyment of the premises and the Common Property provided that the TENANT shall not be required to contribute costs of a capital nature or which would, except for provision, be payable by the LANDLORD. The Standard Rules of the Subdivision (Body Corporate) regulations, if not amended, apply to all Bodies Corporate.
35. The TENANT must check each smoke detector in the premises on a regular basis to ensure they are fully operational, to replace the battery with a battery of a similar type in each smoke detector as required; and to immediately notify the AGENT of any faulty smoke detector. Note - these checks are to ensure the safety of the TENANT and the security of the premises.
36. The TENANT hereby agrees to full and regularly maintain the garden area, including pruning of trees and shrubs in a neat and tidy condition at all times, including weeding of the garden beds as necessary, removing any garden waste, mowing and edging the lawns on a regular basis and watering the garden areas in compliance with any water restrictions that may be in force.
37. The TENANT hereby agrees to pay all rental payments on time. Part payments are unacceptable. The TENANT is responsible for the replacement of deposit books and rent cards. Any costs incurred by the AGENT to retrieve rental arrears shall be met by the TENANT.
38. Smoking is NOT permitted inside the rented premises. The tenants hereby agree to refrain from smoking inside the premises this includes the tenants or any third party at the property, smoking must be outside only.

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## ENDING THE TENANCY

- 39. *AD MOP* If the TENANT wishes to vacate the premises at the expiration of this Agreement the TENANT shall give the AGENT written notice of the TENANT'S intention to vacate the premises 28 days prior to the expiration of this Agreement.
- 40. *AD MOP* If the TENANT remains in occupation of the premises after the expiration of this Agreement and does not enter into a new fixed term Agreement, the TENANT must give written notice of the TENANT'S intention to vacate the premises specifying a termination date that is not earlier than 28 days after the day on which the TENANT gives notice to the AGENT.
- 41. *AD MOP* The TENANT acknowledges that it is the TENANT'S responsibility upon the termination of the Agreement to deliver the keys to the premises to the AGENT'S office and to continue paying rent until such time as the keys are received by the AGENT.
- 42. *AD MOP* The TENANT acknowledges that pursuant to Section 428 of the Residential Tenancies Act 1997, the TENANT shall not refuse to pay rent on the ground that the tenant intends to regard as rent paid by the TENANT, the Bond or any part of the Bond paid in respect of the Premises. The TENANT acknowledges that failure to abide by this section of the Act render the TENANT liable to a penalty of \$1,000.
- 43. *AD MOP* The TENANT agrees to be fully responsible for the removal of any motor cycle, car or boat spare parts or bodies or any other equipment at the termination of the tenancy, reinstating the premises or the land on which it is situated to the condition which existed at the commencement of the tenancy.
- 44. *AD MOP* The TENANT agrees to professionally Dry or Steam clean the carpets upon vacating the property and to provide the AGENT with a receipt for the work where:
  - 1/ the carpets have been cleaned immediately prior to their tenancy; or
  - 2/ if the carpets have been additionally soiled as defined by the Condition Report provided at the beginning of the tenancy. If the carpets require cleaning at the end of the tenancy, the TENANT agrees to have them cleaned by a professional cleaning company. *Note -This is required as Supermarket hire machines have, in many instances, been the cause of damaged carpets for which the TENANT has been held responsible.*
- 45. *AD MOP* The TENANT is hereby responsible for the replacement of any lost keys, auto remote controls and the provision of additional keys and any locksmith charges where keys are lost or mislaid.
- 46. *AD MOP* The TENANT hereby agrees that should they choose to vacate while under a lease, they will be fully liable to continue paying the rent until the premises is re-let or the lease expires, whichever comes first. The tenant is also liable reimburse the LANDLORD for all re-letting costs and advertising. Re-let cost is equivalent to TWO (2) WEEKS RENT PLUS GST and advertising is \$220 incl GST

I/We hereby acknowledge that I/we have read and understood all the above clauses.

TENANT/S Ayeshah Omeyya & Mohammed Osman Pasha

WITNESS [Signature]

LANDLORD/S [Signature]

WITNESS [Signature]

# SWEENEY

## SCHEDULE

- Item 1: DATE OF AGREEMENT: Tuesday, 6 February 2018
- Item 2: LANDLORD: Maged Barsoum  
C/- Sweeney Estate Agents Altona & Point Cook A.B.N. 32 163 332 732  
54 Pier Street, Altona Vic 3018
- Item 3: AGENT: Sweeney Estate Agents Altona & Point Cook A.B.N. 32 163 332 732  
54 Pier Street, Altona Vic 3018  
Telephone: (03) 9398 3777  
Email: [altona@sweeneyea.com.au](mailto:altona@sweeneyea.com.au)
- Item 4: TENANT: Omeyya Ayesha and Mohammed Pasha
- Item 5: PREMISES: 6 Virgiliia Drive, HOPPERS CROSSING, VIC, 3029,
- Item 6: RENTAL: \$1,348.00, Monthly
- Item 7: COMMENCING ON: 20/02/2018
- Item 8: RENTAL PAYMENTS: To Sweeney Estate Agents Altona & Point Cook.  
Payment via internet banking to  
Bendigo Bank Altona  
BSB: 633 000 Account: 155 964 877 Ref code: 100046

- Item 9: BOND \$1,348.00 paid to Sweeney Estate Agents and sent to RTBA  
Where there is more than one Tenant the amounts they each contribute are listed here:  
Name: \_\_\_\_\_ Amount: \_\_\_\_\_  
Name: \_\_\_\_\_ Amount: \_\_\_\_\_

- Item 10: URGENT REPAIRS: The Landlord authorizes the Agent to undertake urgent repairs in accordance with the Residential Tenancies Act 1997 up to \$1,800 (Inc GST).  
Property Management Department: 03 9398 3777 or via email at [altona@sweeneyea.com.au](mailto:altona@sweeneyea.com.au)

## FIXED TERM AGREEMENT

- Item 11: TERM: 12 months.
- Item 12: COMMENCEMENT DATE: 20/02/2018
- Item 13: TERMINATION DATE: 19/02/2019

SIGNED by the LANDLORD:

  
\_\_\_\_\_

In the presence of (Witness):

  
\_\_\_\_\_

SIGNED by the TENANT:

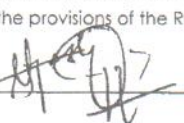
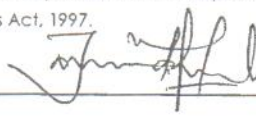
   
\_\_\_\_\_

In the presence of (Witness):

  
\_\_\_\_\_

The TENANT hereby acknowledges having received a copy of Renting – Your Rights and Responsibilities, two copies of the Condition Report and a copy of this Tenancy Agreement in accordance with the provisions of the Residential Tenancies Act, 1997.

SIGNED by the TENANT:

   
\_\_\_\_\_

## SWEENEY MAINTENANCE PROCEDURE

### URGENT MAINTENANCE.

**BUSINESS HOURS (MON – FRI 9am – 5.30pm) (SAT 9am – 3pm)**

Contact the office immediately to report the maintenance.

ALTONA 9398 3799 or POINT COOK 9360 9399

### **AFTER HOURS OR SUNDAY**

**We request that only urgent maintenance is reported after hours/ Sunday to respect the Property Manager's time off.**

As per the Residential Tenancies Act an Urgent repair is:

- A burst water service
- A blocked or broken toilet system
- A serious roof leak
- A gas leak
- A dangerous electrical fault
- Flooding or serious flood damage
- Serious storm or fire damage
- A failure or breakdown of any essential service or appliance provided by your landlord or agent for hot water, water, cooking, heating, or laundering
- Any fault or damage in the premises that makes the premises unsafe or insecure
- An appliance, fitting or fixture that is not working properly and causes a substantial amount of water to be wasted
- A serious fault in a lift or staircase

1<sup>st</sup> contact: Property Manager – Michelle Tabone 0425 850 609 Belinda Cross 0406 456 488  
Paige Skinner 0433 613 000 Samantha Owen 0430 312 251  
Amanda Farrell 0411 544 539

2<sup>nd</sup> contact: Contact tradesman directly as follows:

Plumber (water):	Plumbwell. Contact: 0409 020 994
	Caruana Plumbing Contact: 0409 161 566
Plumber (gas):	Plumbwell. Contact: 0409 020 994
	Caruana Plumbing Contact: 0409 161 566
Electrician:	LC Electrical Services Contact: 0413 649 805 Louis
	Altona Electrical Contact: 0424 431 980 Alex
Locksmith:	Citywest Locksmiths Contact: 0414 930 586
Handyman	Hire a Hubby Contact: 0421 624 700 Grant
	Quantum Property Maintenance Contact 0477 441 140 Brandy

**\*\*Tenants will be charged for NON URGENT repairs if incorrectly reported afterhours/weekend\*\***

Examples of non-urgent repairs are Hot water service pilot light gone out, leaky taps, a tenant's appliance responsible for tripping the power.

### GENERAL MAINTENANCE

All general maintenance must be forwarded to the office in writing or via a maintenance form that can be collected or completed at the office.

If the maintenance item is small, and will not cause yourself or the property harm, please report it to your property manager at your next routine inspection to avoid costly tradesman callouts for small jobs.

Thank you for your co-operation.