

Residential rental agreement

no more than 5 years

Residential Tenancies Act 1997 Section 26(1)

Residential Tenancies Regulations 2021 Regulation 10(1)

- This is your residential rental agreement. It is a binding contract under the *Residential Tenancies Act 1997* (the Act).
- Parts A, B, C and E are the terms of your agreement. Part D is a summary of your rights and obligations.
- Do not sign this agreement if there is anything in it that you do not understand.
- Please refer to _____ for details about your rights and responsibility.
- For further information, visit the renting section of the Consumer Affairs Victoria (CAV) website at _____ or call 1300 558 181.

This agreement is between the residential rental provider (rental provider) and the renter(s) listed on this form.

1 Date of agreement

This is the date the agreement is signed.

3-11-2021

If the agreement is signed by the parties on different days, the date of the agreement is the date the last person signs the agreement.

2 Premises let by the rental provider

Address of premises

2/39 Bandy Creek Rd, Warragul Postcode 3820

3 Rental provider details

Full name(s) or

Company name

Bandy Creek Two

ACN (if applicable)

(Please fill out details below where no agent is acting for the rental provider)

Address

1 Weeroona St, Port Melbourne

Postcode 3207

Phone number

041 9938764

Email address

Kerry.Ashbrook@lifechoose.com.au

Rental provider's agent's details (if applicable)

Full name

Address

Postcode

Phone number

ACN (if applicable)

Email address

Note: The rental provider must notify the renter within 7 days if any of this information changes.

4 Renter details

Each renter that is a party to the agreement must provide their details here.

Full name of renter 1	Shirley Singsack	
Current address	510 Mynard Rd, Catani	Postcode
Phone number	0408 299 639	
Email address		
Full name of renter 2		
Current address		Postcode
Phone number		
Email address		
Full name of renter 3		
Current address		Postcode
Phone number		
Email address		
Full name of renter 4		
Current address		Postcode
Phone number		
Email address		

Note: If there are more than four renters, include details on an extra page.

5 Length of the agreement

<input type="checkbox"/> Fixed term agreement	Start date	12 Nov 2021	(this is the date the agreement starts and you may move in)
	End date	12 May 2022	
<input type="checkbox"/> Periodic agreement (monthly)	Start date		

Note: A periodic (e.g. month by month) rental agreement will be formed at the end of the fixed term agreement if the renter and rental provider do not sign a new fixed term agreement and the renter stays in the property.

6 Rent

Rent amount (\$)	560	*\$280 per week
(payable in advance)		
To be paid per	Fortnightly	Month in advance
Day rent is to be paid		(e.g. each Thursday or the 11 th of each month)
Date first rent payment due	12 Nov 2021	

7 Bond

- The renter has been asked to pay the bond specified below.
- The maximum bond is 1 months' rent (unless the rent is more than \$900 per week). In some cases, the rental provider may ask the Victorian Civil and Administrative Tribunal (VCAT) to increase this limit.
- The rental provider or their agent must lodge the bond with the Residential Tenancies Bond Authority (RTBA) within 10 business days after receiving payment. The RTBA will send the renter a receipt for the bond.
- If the renter does not receive a receipt within 15 business days of paying the bond, they can email the RTBA at rental@rtba.vic.gov.au, or call the RTBA at 1300 13 71 64.

Bond amount (\$)

1213

Date bond payment due

12 Nov 21

8 Rental provider's preferred method of rent payment

- The rental provider must permit a fee-free method (other than the renter's own bank fees) payment and must allow the renter to use Centrepay or another form of electronic funds transfer.
- The renter is entitled to receive a receipt from the rental provider confirming payment of rent.

(Rental provider to tick available methods of rent payment)

☒ direct debit ☐ bank deposit ☐ cash ☐ cheque or money order ☐ BPAY

☒ other electronic form of payment, including Centrepay

Payment details (if applicable)

BSB 262 786
Acc 121328017

9 Service of notices and other documents by electronic methods

- Electronic service of documents must be in accordance with the requirements of the **Electronic Transactions (Victoria) Act 2000**.
- Just because someone responds to an email or other electronic communications, does not mean they have consented to the service of notices and other documents by electronic methods.
- The renter and rental provider must notify the other party in writing if they no longer wish to receive notices or other documents by electronic methods.
- The renter and the rental provider must immediately notify the other party in writing if their contact details change.

9.1 Does the rental provider agree to the service of notices and other documents by electronic methods, such as email?

The rental provider must complete this section before giving the agreement to the renter.

(Rental provider to tick as appropriate)

- ☒ Yes - insert email address, mobile phone number or other electronic contact details
- ☐ No

Kerry.ashbrook@lifeyouchoose.com.au

9.2 Does the renter agree to the service of notices and other documents by electronic methods, such as email?

(Renter to tick as appropriate)

- Renter 1 ☐ Yes - insert email address, mobile phone number or other electronic contact details

☐ No

Renter 2 ☐ Yes - insert email address, mobile phone number or other electronic contact details

☐ No

Renter 3 ☐ Yes - insert email address, mobile phone number or other electronic contact details

☐ No

Renter 4 ☐ Yes - insert email address, mobile phone number or other electronic contact details

☐ No

Note: If there are more than four renters, include details on an extra page.

10 Urgent repairs

- The rental provider must ensure that the rental property is provided and maintained in good repair.
- If there is a need for an urgent repair, the renter should notify the rental provider in writing.
- For further information on seeking repairs, see **Part D** below.

Details of person the renter should contact for an urgent repair (rental provider to insert details).

Emergency contact name Kerry Ashbrook

Emergency phone number 0419 938764

Emergency email address kerry@lifeyouchoose.com.au

11 Professional cleaning

The rental provider must not require the renter to arrange professional cleaning or cleaning to a professional standard at the end of the tenancy, unless:

- Professional cleaning or cleaning to a professional standard was carried out to the rented premises immediately before the start of the tenancy and the renter was advised that professional cleaning or cleaning to a professional standard had been carried out to those premises immediately before the start of the tenancy; or
- Professional cleaning or cleaning to a professional standard is required to restore the rented premises to the same condition they were in immediately before the start of the tenancy, having regard to the condition report and taking into account fair wear and tear.

The renter must have all or part of the rented premises professionally cleaned or pay the cost of having all or part of the rented premises professionally cleaned, if professional cleaning becomes required to restore the premises to the condition they were in immediately before the start of the tenancy, having regard to the condition report and taking into account fair wear and tear.

12 Owners corporation (formerly body corporate)

Do owners corporation rules apply to the premises? (Rental provider to tick as appropriate)

☒ No

☐ Yes

If yes, the rental provider must attach a copy of the rules to this agreement.

13 Condition report

The renter must be given two copies of the condition report (or one emailed copy) on or before the date the renter moves into the rented premises.

(Rental provider to tick as appropriate)

☐ The condition report has been provided

☒ The condition report will be provided to the renter on or before the date the agreement starts