



RESIDENTIAL TENANCY PERIODIC AGREEMENT

For tenancy advice contact Consumer and Business Services on 131 882

THIS AGREEMENT is made between the LANDLORD(S)

Trustee for Latta Superannuation Fund
(insert full name/s)

of 21 Warrigal St, Para Hills
(insert address of landlord/s)

and the TENANT(S) Colleen Faye Rogers
Christine Joy Rogers
(insert full name/s)

THE LANDLORD AGREES TO LET to the TENANT who AGREES TO RENT the premises situated at 23 Warrigal St
Para Hills

FROM: 1/1/11
(insert commencement date)

The definition and interpretation of words used in this LEASE AGREEMENT are as set out in the Residential Tenancies Act 1995.

Complete only if required

1. RESERVATION OF PART OF PREMISES

Those parts of the premises excluded by this agreement and reserved for the LANDLORD'S own use are:

(Describe those parts of the premises not subject to this agreement with as much detail as possible)

CONDITIONS

2. **Application of the Act and Regulations**

The LANDLORD and the TENANT are legally bound to comply with the provisions of the Residential Tenancies Act 1995 and the associated Regulations. An agreement or arrangement that is inconsistent with this Act or purports to exclude, modify or restrict the operation of this Act, is (unless the inconsistency, exclusion, modification or restriction is expressly permitted under this Act) to that extent void.
3. **Payment of Rent**

The TENANT will pay rent for the premises at the rate of \$ 250 per week .

Payment of rent will be made on the Friday of each fortnight .
(insert day rent due) (eg, week, fortnight, month)

at by direct debit
(insert method/place of payment)
4. **Maintenance of Premises - Landlord**

The LANDLORD will hand over the premises and ancillary property in a reasonable state of cleanliness, maintain the premises in a reasonable state of repair and abide by all legal requirements regarding the buildings and health and safety in respect of the premises.
5. **Maintenance of Premises - Tenant**

The TENANT will keep the premises and ancillary property in a reasonable state of cleanliness and will notify the LANDLORD of any damage to the premises or any state of disrepair which arises during the tenancy. The TENANT must not intentionally or negligently cause or permit damage to the premises or ancillary property.
6. **Use of Premises**

The TENANT will not use, allow or cause the premises to be used for any illegal purpose or cause, or allow a nuisance. The TENANT must not cause or permit an interference with the reasonable peace, comfort or privacy of another person who resides in the immediate vicinity of the premises.
7. **Handing over vacant possession without legal impediment**

At the commencement of the AGREEMENT the LANDLORD will hand over vacant possession of the premises to the TENANT (except for any part reserved for the LANDLORD'S own use set out in Paragraph 1). When handing over vacant possession the LANDLORD agrees that there is no legal impediment (either known or that should reasonably be known) that would prevent the TENANT from using the premises as a residence for the term of the tenancy.
8. **Tenant's right to peace comfort and privacy**

The LANDLORD will not cause or allow any interference with the peace, comfort or privacy of the TENANT and will take all reasonable steps to enforce this obligation upon any other TENANT of the LANDLORD in occupation of other premises.
9. **Landlord's right of entry**

The LANDLORD may, subject to the conditions in Paragraph 8 above, enter the premises in the following circumstances:

 - (a) in the case of an emergency; (no notice is required)
 - (b) by giving written notice, with a date and time specified, to the TENANT for a specific purpose (including routine inspections of the premises) seven to fourteen days before entering the premises; (not more frequently than once every four weeks for routine inspections)
 - (c) at a previously arranged time with the TENANT, but not more than once every week for the purpose of collecting rent;
 - (d) to carry out necessary repairs or maintenance at a reasonable time, giving at least 48 hours' written notice;