

RESIDENTIAL TENANCY AGREEMENT FORM 24B

PERIODIC TENANCY

(NO FIXED TERM)

A. THIS AGREEMENT is made between the OWNER(S)

JACKSON HAUB Pty LTD

(full names)

of 5 RADBORN ST Greenmount

(full address)

and the TENANT(S) Jason Fletcher

(full names)

B. THE OWNER AGREES TO LET to the TENANT who AGREES TO RENT the residential

premises situated at 12 ALICE ST Bellevue

(excluding those parts of the residential premises which the owner reserves being)

C. FROM THE 2ND day of July 2017

until this AGREEMENT is terminated in accordance with conditions 15, 16, 17, 18, 19, 20, 21 or 22 of this AGREEMENT or by order of a competent court.

CONDITIONS

Application of
Residential Tenancies
Act and Regulations.

1. The OWNER and TENANT shall comply with the provisions of the Residential Tenancies Act 1987 and the Residential Tenancies Regulations 1989 as they apply to each party. The definition and interpretation of words used in this AGREEMENT shall be the same as the Residential Tenancies Act 1987.

Payment of Rent.

2. The OWNER lets and the TENANT takes the premises situated at

12 Alice St Bellevue together with the furniture and chattels (if any) ..
therein as set out in the attached schedule for use as a private dwelling to be occupied by
not more than 1 persons.

The Weekly/Fortnightly/Calendar Monthly rent is \$ 245 .

(.....)
(amount in words)

payable in advance with the first payment to be made on or before the.....
day Continuation of existing tenancy
of 20.....

Owner to provide
and maintain
premises in
reasonable repair.

3. The OWNER shall hand over the residential premises in a reasonable state of cleanliness and
maintain the residential premises in a reasonable state of repair having regard to their age, character
and expected life and shall comply with all requirements in respect of buildings, health and safety in
respect of residential premises.

Tenant to maintain
cleanliness and report
damage.

4. The TENANT shall keep the residential premises in a reasonable state of cleanliness and shall
notify the owner as soon as practicable but within 3 days of any damage to the residential premises
and of any state of disrepair which arises during the term of the tenancy.

--Illegal purposes
--Nuisance
--Purposes other
than dwelling.

5. The TENANT shall not use the premises or cause or permit the premises to be used for any
illegal purposes or cause or permit a nuisance. The premises shall be used solely for the purposes of
a residence and the TENANT shall not cause or permit the premises to be used for any other
purpose.

Vacant possession
without legal
impediment to be
given at
commencement of
agreement.

6. On the date of the commencement of the agreement, the OWNER will grant vacant possession
to the TENANT of the residential premises and the OWNER states that at the time of entering the
agreement there is no legal impediment either known or imputed to him to the occupation of the
residential premises as a residence for the term of the tenancy.

Interference with
tenant's peace and
comfort and privacy.

7. The OWNER shall not cause or permit any interference with the reasonable peace, comfort or
privacy of the TENANT in the use of the premises and shall take all reasonable steps to enforce this
obligation upon any other TENANT of the OWNER in occupation of adjacent premises.

Owner's right of
entry.

8. The OWNER may, subject to the obligations contained in paragraph 7 above, enter the premises in
the following circumstances:

--with consent

(a) with the consent of the TENANT given at, or immediately before, the time of entry;

--emergency

(b) in any case of emergency;

--inspection

(c) for the purpose of inspecting the premises or any other purpose on a day and at a reasonable
hour specified in a notice given to the TENANT between seven and fourteen days in advance;

--repairs

(d) for the purpose of carrying out necessary repairs to or maintenance of the premises, at any
reasonable hour, after giving to the TENANT not less than seventy-two hours notice;

--prospective
tenants

(e) for the purpose of showing the premises to prospective tenants, at any reasonable hour and on a
reasonable number of occasions during the period of twenty-one days preceding the termination
of this agreement, after giving the TENANT reasonable notice;

--prospective
purchasers

(f) for the purpose of showing the premises to prospective purchasers, at any reasonable hour and
on a reasonable number of occasions, after giving the TENANT reasonable notice.

Locks and security
devices.

9. The OWNER shall provide and maintain such locks and other devices as are necessary to ensure
that the premises are reasonably secure and neither the OWNER nor the TENANT shall alter,
remove or add any such lock or device without the consent of the other given at or immediately
before the time of alteration, removal or addition of any such lock or device.

—Fixtures
—renovations
—alterations or
additions.

Removal of
fixtures.

Compensation for
damage caused by
removal of fixtures.

Rates, taxes and
charges.
Water consumption.

Sub letting or
assignment.

Notice of
termination for
breach of agreement
by tenant (other
than non-payment
of rent).

Notice of termination
for breach of
agreement by tenant
(non-payment of
rent).

Termination for
breach of agreement
by owner.

Termination by
owner.

Termination by
owner. —no ground.

Termination by
tenant. —no ground.

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10. The **TENANT** shall not affix any fixture or make any renovation, alteration or addition to the residential premises, without the prior consent of the **OWNER**, provided that such consent shall not be unreasonably withheld.

11. Where the **OWNER** has given consent pursuant to paragraph 10 above the **TENANT** may remove any fixture that the tenant has affixed in the premises during the tenancy, unless the removal of the fixture would cause irreparable damage to the premises.

12. Where the **TENANT** causes damage to the premises by the removal of any fixture installed by the **TENANT** the tenant shall notify the **OWNER**, at whose option the tenant will repair or compensate the **OWNER** for any reasonable expenses incurred by the **OWNER** in repairing the damage.

13. The **OWNER** shall bear the cost of all rates, taxes or charges imposed in respect of the premises under any of the following Acts: Local Government Act 1995, Land Tax Act 2002, any written law under which a rate, tax or charge is imposed for 'water services', as defined in the Water Agencies (Powers) Act 1984, other than a charge for water consumed. The **OWNER** shall pay% of charges for water consumed and the **TENANT** shall pay the balance.

14. The **TENANT** may sub let the premises or assign the tenant's interest under the **AGREEMENT** subject to the prior consent of the **OWNER** which consent shall not be unreasonably withheld. No charge shall be made by the **OWNER** for that consent, other than reasonable expenses incidental thereto.

15. If the **TENANT** does not keep his or her part of the agreement except for not paying rent, the **OWNER** may give a notice ('the first notice') requiring that the matter be put right. If the **TENANT** does not put the matter right, then not less than 14 days after the first notice was given the **OWNER** may give another notice ('the second notice') in the form of Form 1C of the Residential Tenancies Regulations to the **TENANT** ending the tenancy not less than seven days after the second notice is given.

16. If the **TENANT** does not pay rent due under the agreement or gives a bad cheque in payment of rent due under the agreement, the **OWNER** may either—

- (i) give a notice ('the first notice') to the **TENANT** requiring payment of the outstanding rent and, if the rent is not paid, give another notice ('the second notice') to the **TENANT** in the form of Form 1A of the Residential Tenancies Regulations, not less than 14 days after the first notice was given, ending the tenancy not less than seven days after the second notice is given: or
- (ii) on the day after the rent was due or on the dishonouring of the cheque, give notice to the **TENANT** in the form of Form 1B of the Residential Tenancies Regulations ending the tenancy not less than seven days after the notice is given.

In the case of (ii) the tenancy shall not end if the **TENANT** pays the rent due under the agreement before the day specified in the notice for vacation of the premises. In addition, an application by the **OWNER** to a competent court to end the tenancy shall not be continued if the **TENANT** pays the rent due together with the amount of any court application fee at least one day before the scheduled court hearing.

17. Where the **OWNER** has breached any term of this **AGREEMENT** the **TENANT** may apply to a competent court for an order terminating the **AGREEMENT**.

18. The **OWNER** may give the **TENANT** at least thirty days' notice of termination of this **AGREEMENT** in the form of Form 1C of the Residential Tenancies Regulations if a contract has been entered into for sale of the premises under which vacant possession of the premises is required to be given.

19. The **OWNER** may give the **TENANT** at least 60 days' notice of termination of this **AGREEMENT** without specifying any ground for the notice. The notice shall be in the form of Form 1C of the Residential Tenancies Regulations.

20. The **TENANT** may give the **OWNER** at least twenty-one days' notice of termination of this **AGREEMENT** without specifying any ground for the notice. The notice shall be in writing, shall be signed by the **TENANT**, shall identify the premises the subject of the **AGREEMENT**, and shall specify the day on which the **TENANT** will deliver up possession of the premises.



21. The agreement may be terminated if both the **OWNER** and the **TENANT** agree in writing signed by both parties that the tenancy agreement be ended and the date it is to be ended.

22. Owners and Tenants should be aware that it is an offence to contract out of certain provisions of the Residential Tenancies Act 1987 and should seek advice from the Department of Commerce (Department) before doing so. Advice regarding residential tenancies can be obtained free of charge from the Department's Telephone Advice Line 1300 30 40 54.

Apart from certain cases it is an offence (maximum fine - \$2000) to make an agreement that includes anything that is contrary to the provisions of the Residential Tenancies Act 1987.

ADDITIONAL CONDITIONS

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J. FLETCHER  TENANT(S)
217  Date

WITNESS
Date



STATE LAW PUBLISHER