

# Residential Tenancy Agreement

This agreement is made on Monday, 24 July 2017 at Sterling Turner Real Estate  
24 Maughan Street, Wellington NSW 2820 Between

## LANDLORD

Name/s: ATF for McAuley Express Superannuation Fund  
Address for service of notices: 24 Maughan Street  
WELLINGTON NSW 2820  
Telephone number/s: (02) 6845 3444

## TENANT

Name/s: Brendan COAD *UBC*  
Address for service of notices if  
different from address of premises: NIL  
Telephone number/s: 0437 406 061  
Name/s of other people who will  
ordinarily live at the premises: 1 x Adult 1 x child

## LANDLORD'S AGENT DETAILS

Name: Sterling Turner Real Estate  
ABN: 99541089584  
Address: 24 Maughan Street  
WLLINGTON NSW 2820  
Telephone number: (02) 6845 3058  
Email: sterlingt@bigpond.com.au

## TENANT'S AGENT DETAILS

Name: NIL  
ABN:  
Address:  
Telephone number:  
Email:

## TERM OF AGREEMENT

The term of this agreement is: 104 weeks  
Starting on: 25/07/2017 *UP DC*  
Ending on: 23/07/2019  
Note: if the term is less that 2 years and the landlord wishes to increase the rent during the fixed  
term specify the amount of increase rent or the method of calculating the increase:  
NIL

## RESIDENTIAL PREMISES

The residential premises are at: 43 Lee Street, Wellington NSW 2820  
The residential premises include-  
The following parking space: Off street parking  
And storeroom: Nil- Tenants store items at their own risk  
The residential premises are: Not furnished  
If furnished, the furniture and furnishings set out in the condition report are included.

**RENT**

The rent is: \$190.00 (2 weeks in advance required at all times)  
Payable in advance on the: Tuesday of every week starting on 25/07/2017

The method by which the rent must be paid:

Centrepay or cash deposit to NAB or Direct Debit

(a) to the landlord, or the landlord's agent, at Sterling Turner Real Estate at 24 Maughan Street, Wellington NSW 2820

(b) into the following account, or any other account nominated by the landlord:

Bank: NAB  
BSB number: 082-564  
Account number: 437955854  
Payment reference: COA043

(c) at any other reasonable place the landlord names in writing

note: The landlord or landlord's agent must permit the tenant to pay the rent by at least

one

means for which the tenant does not incur a cost (other than bank or other account fees usually payable for the tenant's transactions) (see clause 4.1) and that is reasonably available to the tenant.

**RENTAL BOND**

A rental bond of \$740.00 must be paid by the tenant upon signing this agreement. The amount of the rental bond must not be more than 4 weeks rent.

**IMPORTANT INFORMATION**

Maximum number of occupants

No more than: 3 (three)

Persons may ordinarily live in the premises at any one time

**Urgent repairs**

Nomination tradespeople for urgent repairs if Sterling Turner Real Estate (02) 6845 3058 cannot be contacted:

License:	Sterling TURNER	0429 619 478
Electrical Repairs:	Will REDFERN	0407 268 550
Plumbing Repairs:	Rob DENOVAN	0408 020 327
Glass Repairs:	R & D GLASS	0427 452 666

**Water usage**

Will the tenant be required to pay separately for water usage: YES

*Handwritten initials/signature*

**Strata by-laws**

Are there any strata or community scheme by-laws applicable to the residential premises: NO

**Condition Report**

A condition report relating to the condition of the premises must be completed by or on behalf of the landlord before or when this agreement is signed.

## TENANCY LAWS

The Residential Tenancies Act 2010 and the Residential Tenancies Regulation 2010 apply to this agreement. Both the landlord and the tenant must comply with these laws.

## RIGHT TO OCCUPY THE PREMISES

1. The landlord agrees that the tenant has the right to occupy the residential premises during the tenancy. The residential premises include the additional things (if any) noted under "Residential premises".

## COPY OF AGREEMENT

2. The landlord agrees to give the tenant:
  - 2.1 a copy of this agreement before or when this agreement is signed and given by the tenant to the landlord or a person on the landlord's behalf, and
  - 2.2 a copy of this agreement signed by both the landlord and the tenant as soon as is reasonably practicable.

## RENT

3. The tenant agrees:
  - 3.1 to pay rent on time, and
  - 3.2 to reimburse the landlord for the cost of replacing rent deposit books or rent cards lost by the tenant, and
  - 3.3 to reimburse the landlord for the amount of any fees paid by the landlord to a bank or other authorised deposit-taking institution as a result of funds of the tenant not being available for rent payment on the due date.
4. The landlord agrees:
  - 4.1 to provide the tenant with at least one means to pay rent for which the tenant does not incur a cost (other than bank fees or other account fees usually payable for the tenant's transactions) and that is reasonably available to the tenant, and
  - 4.2 not to require the tenant to pay more than 2 weeks rent in advance or to pay rent for a period of the tenancy before the end of the previous period for which rent has been paid, and
  - 4.3 not to require the tenant to pay rent by a cheque or other negotiable instrument that is post-dated, and
  - 4.4 to accept payment of unpaid rent after the landlord has given a termination notice on the ground of failure to pay rent if the tenant has not vacated the residential premises, and
  - 4.5 not to use rent paid by the tenant for the purpose of any amount payable by the tenant other than rent, and
  - 4.6 to give a rent receipt to the tenant if rent is paid in person (other than by cheque) and to make a rent receipt available for collection by the tenant or to post it to the residential premises if rent is paid by cheque, and
  - 4.7 to keep a record of rent paid under this agreement and to provide a written statement showing the rent record for a specified period within 7 days of a request by the tenant (unless the landlord has previously provided a statement for the same period).

Note. The landlord and tenant may, by agreement, change the manner in which rent is payable under this agreement.

## RENT INCREASES

5. The landlord and the tenant agree that the rent cannot be increased after the end of the fixed term (if any) of this agreement or under this agreement unless the landlord gives not less than 60 days written notice of the increase to the tenant. The notice must specify the increased rent and the day from which it is payable.

Note. Section 42 of the Residential Tenancies Act 2010 sets out the circumstances in which rent may be increased during the fixed term of a residential tenancy agreement. An additional term for this purpose may be included in the agreement.

6. The landlord and the tenant agree:
  - 6.1 that the increased rent is payable from the day specified in the notice, and
  - 6.2 that the landlord may cancel or reduce the rent increase by a later notice that takes effect on the same day as the original notice, and
  - 6.3 that increased rent under this agreement is not payable unless the rent is increased in accordance with this agreement and the Residential Tenancies Act 2010 or by the Consumer, Trader and Tenancy Tribunal.

## RENT REDUCTIONS

7. The landlord and the tenant agree that the rent abates if the residential premises:
  - 7.1 are destroyed, or become wholly or partly uninhabitable, otherwise than as a result of a breach of this agreement, or
  - 7.2 cease to be lawfully usable as a residence, or
  - 7.3 are compulsorily appropriated or acquired by an authority.
8. The landlord and the tenant may, at any time during this agreement, agree to reduce the rent payable.

## **PAYMENT OF COUNCIL RATES, LAND TAX, WATER AND OTHER CHARGES**

9. **The landlord agrees to pay:**
- 9.1 rates, taxes or charges payable under any Act (other than charges payable by the tenant under this agreement), and
  - 9.2 the installation costs and charges for initial connection to the residential premises of an electricity, water, gas, bottled gas or oil supply service, and
  - 9.3 all charges for the supply of electricity, gas (except bottled gas) or oil to the tenant at the residential premises that are not separately metered, and
  - 9.4 the costs and charges for the supply or hire of gas bottles for the supply of bottled gas at the commencement of the tenancy, and
  - 9.5 all charges (other than water usage charges) in connection with a water supply service to separately metered residential premises, and
  - 9.6 all charges in connection with a water supply service to residential premises that are not separately metered, and
  - 9.7 all charges for the supply of sewerage services (other than for pump out septic services) or the supply or use of drainage services to the residential premises, and
  - 9.8 all charges for the availability of gas to the residential premises if the premises do not have any appliances, supplied by the landlord, for which gas is required and the tenant does not use gas supplied to the premises for any purpose.
10. **The tenant agrees to pay:**
- 10.1 all charges for the supply of electricity, gas (except bottled gas) or oil to the tenant at the residential premises if the premises are separately metered, and
  - 10.2 all charges for the supply of bottled gas to the tenant at the residential premises, and
  - 10.3 all charges for pumping out a septic system used for the residential premises, and
  - 10.4 any excess garbage charges relating to the tenant's use of the residential premises, and
  - 10.5 water usage charges, if the landlord has installed water efficiency measures referred to in clause 11 and the residential premises:
    - 10.5.1 are separately metered, or
    - 10.5.2 are not connected to a water supply service and water is delivered by vehicle.
11. **The landlord agrees that the tenant is not required to pay water usage charges unless:**
- 11.1 the landlord gives the tenant a copy of the part of the water supply authority's bill setting out the charges, or other evidence of the cost of water used by the tenant, and
  - 11.2 the landlord gives the tenant at least 21 days to pay the charges, and
  - 11.3 the landlord requests payment of the charges by the tenant not later than 3 months after the issue of the bill for the charges by the water supply authority, and
  - 11.4 the residential premises have the following water efficiency measures:
    - 11.4.1 all internal cold water taps and single mixer taps for kitchen sinks or bathroom hand basins on the premises have a maximum flow rate of 9 litres per minute,
    - 11.4.2 all showerheads have a maximum flow rate of 9 litres per minute,
    - 11.4.3 there are no leaking taps at the commencement of this agreement or when the water efficiency measures are installed, whichever is the later.
12. **The landlord agrees to give the tenant the benefit of, or an amount equivalent to, any rebate received by the landlord for water usage charges payable or paid by the tenant.**

## **POSSESSION OF THE PREMISES**

13. **The landlord agrees:**
- 13.1 to make sure the residential premises are vacant so the tenant can move in on the date agreed, and
  - 13.2 to take all reasonable steps to ensure that, at the time of signing this agreement, there is no legal reason why the premises cannot be used as a residence for the term of this agreement.

## **TENANT'S RIGHT TO QUIET ENJOYMENT**

14. **The landlord agrees:**
- 14.1 that the tenant will have quiet enjoyment of the residential premises without interruption by the landlord or any person claiming by, through or under the landlord or having superior title to that of the landlord (such as a head landlord), and
  - 14.2 that the landlord or the landlord's agent will not interfere with, or cause or permit any interference with, the reasonable peace, comfort or privacy of the tenant in using the residential premises, and
  - 14.3 that the landlord or the landlord's agent will take all reasonable steps to ensure that the landlord's other neighbouring tenants do not interfere with the reasonable peace, comfort or privacy of the tenant in using the residential premises.

## USE OF THE PREMISES BY TENANT

15. The tenant agrees:
- 15.1 not to use the residential premises, or cause or permit the premises to be used, for any illegal purpose, and
  - 15.2 not to cause or permit a nuisance, and
  - 15.3 not to interfere, or cause or permit interference, with the reasonable peace, comfort or privacy of neighbours, and
  - 15.4 not to intentionally or negligently cause or permit any damage to the residential premises, and
  - 15.5 not to cause or permit more people to reside in the residential premises than is permitted by this agreement.
16. The tenant agrees:
- 16.1 to keep the residential premises reasonably clean, and
  - 16.2 to notify the landlord as soon as practicable of any damage to the residential premises, and
  - 16.3 that the tenant is responsible to the landlord for any act or omission by a person who is lawfully on the residential premises if the person is only permitted on the premises with the tenant's consent and the act or omission would be in breach of this agreement if done or omitted by the tenant, and
  - 16.4 that it is the tenant's responsibility to replace light globes and batteries for smoke detectors on the residential premises.
17. The tenant agrees, when this agreement ends and before giving vacant possession of the premises to the landlord:
- 17.1 to remove all the tenant's goods from the residential premises, and
  - 17.2 to leave the residential premises as nearly as possible in the same condition, fair wear and tear excepted, as at the commencement of the tenancy, and
  - 17.3 to leave the residential premises reasonably clean, having regard to their condition at the commencement of the tenancy, and
  - 17.4 to remove or arrange for the removal of all rubbish from the residential premises, and
  - 17.5 to make sure that all light fittings on the premises have working globes, and
  - 17.6 to return to the landlord all keys, and other opening devices or similar devices, provided by the landlord.

## LANDLORD'S GENERAL OBLIGATIONS FOR RESIDENTIAL PREMISES

18. The landlord agrees:
- 18.1 to make sure that the residential premises are reasonably clean and fit to live in, and
  - 18.2 to make sure that all light fittings on the residential premises have working light globes on the commencement of the tenancy, and
  - 18.3 to keep the residential premises in a reasonable state of repair, considering the age of, the rent paid for and the prospective life of the premises, and
  - 18.4 not to interfere with the supply of gas, electricity, water, telecommunications or other services to the residential premises (unless the interference is necessary to avoid danger to any person or enable maintenance or repairs to be carried out), and
  - 18.5 to comply with all statutory obligations relating to the health or safety of the residential premises.

## URGENT REPAIRS

19. The landlord agrees to pay the tenant, within 14 days after receiving written notice from the tenant, any reasonable costs (not exceeding \$1,000) that the tenant has incurred for making urgent repairs to the residential premises (of the type set out below) so long as:
- 19.1 the damage was not caused as a result of a breach of this agreement by the tenant, and
  - 19.2 the tenant gives or makes a reasonable attempt to give the landlord notice of the damage, and
  - 19.3 the tenant gives the landlord a reasonable opportunity to make the repairs, and
  - 19.4 the tenant makes a reasonable attempt to have any appropriate tradesperson named in this agreement make the repairs, and
  - 19.5 the repairs are carried out, where appropriate, by licensed or properly qualified persons, and
  - 19.6 the tenant, as soon as possible, gives or tries to give the landlord written details of the repairs, including the cost and the receipts for anything the tenant pays for.

Note. The types of repairs that are *urgent repairs* are defined in the Residential Tenancies Act 2010 and are defined as follows:

- (a) a burst water service,
- (b) an appliance, fitting or fixture that uses water or is used to supply water that is broken or not functioning properly, so that a substantial amount of water is wasted,
- (c) a blocked or broken lavatory system,
- (d) a serious roof leak,
- (e) a gas leak,
- (f) a dangerous electrical fault,
- (g) flooding or serious flood damage,
- (h) serious storm or fire damage,
- (i) a failure or breakdown of the gas, electricity or water supply to the premises,
- (j) a failure or breakdown of any essential service on the residential premises for hot water, cooking, heating, cooling or laundering,
- (k) any fault or damage that causes the premises to be unsafe or insecure.

## **SALE OF THE PREMISES**

- 20. The landlord agrees:**
- 20.1** to give the tenant written notice that the landlord intends to sell the residential premises, at least 14 days before the premises are made available for inspection by potential purchasers, and
  - 20.2** to make all reasonable efforts to agree with the tenant as to the days and times when the residential premises are to be available for inspection by potential purchasers.
- 21. The tenant agrees not to unreasonably refuse to agree to days and times when the residential premises are to be available for inspection by potential purchasers**
- 22. The landlord and tenant agree:**
- 22.1** that the tenant is not required to agree to the residential premises being available for inspection more than twice in a period of a week, and
  - 22.2** that, if they fail to agree, the landlord may show the residential premises to potential purchasers not more than twice in any period of a week and must give the tenant at least 48 hours notice each time.

## **LANDLORD'S ACCESS TO THE PREMISES**

- 23. The landlord agrees that the landlord, the landlord's agent or any person authorised in writing by the landlord, during the currency of this agreement, may only enter the residential premises in the following circumstances:**
- 23.1** in an emergency (including entry for the purpose of carrying out urgent repairs),
  - 23.2** if the Consumer, Trader and Tenancy Tribunal so orders,
  - 23.3** if there is good reason for the landlord to believe the premises are abandoned,
  - 23.4** if there is good reason for serious concern about the health of the tenant or any other person on the residential premises and a reasonable attempt has been made to obtain consent to the entry,
  - 23.5** to inspect the premises, if the tenant is given at least 7 days written notice (no more than 4 inspections are allowed in any period of 12 months),
  - 23.6** to carry out, or assess the need for, necessary repairs, if the tenant is given at least 2 days notice each time,
  - 23.7** to carry out, or assess the need for, work relating to statutory health and safety obligations relating to the residential premises, if the tenant is given at least 2 days notice each time,
  - 23.8** to show the premises to prospective tenants on a reasonable number of occasions if the tenant is given reasonable notice on each occasion (this is only allowed during the last 14 days of the agreement),
  - 23.9** to value the property, if the tenant is given 7 days notice (not more than one valuation is allowed in any period of 12 months),
  - 23.10** if the tenant agrees.
- 24. The landlord agrees that a person who enters the residential premises under clause 23.5, 23.6, 23.7, 23.8 or 23.9 of this agreement:**
- 24.1** must not enter the premises on a Sunday or a public holiday, unless the tenant agrees, and
  - 24.2** may enter the premises only between the hours of 8.00 a.m. and 8.00 p.m., unless the tenant agrees to another time, and
  - 24.3** must, if practicable, notify the tenant of the proposed day and time of entry.
- 25. The landlord agrees that, except in an emergency (including to carry out urgent repairs), a person other than the landlord or the landlord's agent must produce to the tenant the landlord's or the landlord's agent's written permission to enter the residential premises.**
- 26. The tenant agrees to give access to the residential premises to the landlord, the landlord's agent or any person, if they are exercising a right to enter the residential premises in accordance with this agreement.**

## **ALTERATIONS AND ADDITIONS TO THE PREMISES**

- 27. The tenant agrees:**
- 27.1** not to install any fixture or renovate, alter or add to the residential premises without the landlord's written permission, and
  - 27.2** not to remove, without the landlord's permission, any fixture attached by the tenant that was paid for by the landlord or for which the landlord gave the tenant a benefit equivalent to the cost of the fixture, and
  - 27.3** to notify the landlord of any damage caused by removing any fixture attached by the tenant, and
  - 27.4** to repair any damage caused by removing the fixture or compensate the landlord for the reasonable cost of repair.
- 28. The landlord agrees not to unreasonably refuse permission for the installation of a fixture by the tenant or to a minor alteration, addition or renovation by the tenant.**

## **LOCKS AND SECURITY DEVICES**

- 29. The landlord agrees:**
- 29.1** to provide and maintain locks or other security devices necessary to keep the residential premises reasonably secure, and
  - 29.2** to give each tenant under this agreement a copy of the key or opening device or information to open any lock or security device for the residential premises or common property to which the tenant is entitled to have access, and
  - 29.3** not to charge the tenant for the cost of providing the copies except to recover the cost of replacement or additional copies, and

- 29.4 not to alter, remove or add any lock or other security device without reasonable excuse (which includes an emergency, an order of the Consumer, Trader and Tenancy Tribunal, termination of a co-tenancy or an apprehended violence order prohibiting a tenant or occupant from having access) or unless the tenant agrees, and
  - 29.5 to give each tenant under this agreement a copy of any key or other opening device or information to open any lock or security device that the landlord changes as soon as practicable (and no later than 7 days) after the change.
30. **The tenant agrees:**
- 30.1 not to alter, remove or add any lock or other security device without reasonable excuse (which includes an emergency, an order of the Consumer, Trader and Tenancy Tribunal, termination of a co-tenancy or an apprehended violence order prohibiting a tenant or occupant from having access) or unless the landlord agrees, and
  - 30.2 to give the landlord a copy of the key or opening device or information to open any lock or security device that the tenant changes within 7 days of the change.
31. A copy of a changed key or other opening device need not be given to the other party if the other party agrees not to be given a copy or the Consumer, Trader and Tenancy Tribunal authorises a copy not to be given or the other party is prohibited from access to the residential premises by an apprehended violence order.

## **TRANSFER OF TENANCY OR SUB-LETTING BY TENANT**

32. **The landlord and tenant agree that:**
- 32.1 the tenant may, with the landlord's written permission, transfer the tenant's tenancy under this agreement or sub-let the residential premises, and
  - 32.2 the landlord may refuse permission (whether or not it is reasonable to do so) to the transfer of the whole of the tenancy or sub-letting the whole of the residential premises, and
  - 32.3 the landlord must not unreasonably refuse permission to a transfer of part of a tenancy or a sub-letting of part of the residential premises, and
  - 32.4 without limiting clause 32.3, the landlord may refuse permission to a transfer of part of the tenancy or to sub-letting part of the residential premises if the number of occupants would be more than is permitted under this agreement or any proposed tenant or sub-tenant is listed on a residential tenancy database or it would result in overcrowding of the residential premises.
- Note.** Clauses 32.3 and 32.4 do not apply to social tenancy housing agreements.
33. **The landlord agrees not to charge for giving permission other than for the landlord's reasonable expenses in giving permission.**

## **CHANGE IN DETAILS OF LANDLORD OR LANDLORD'S AGENT**

34. **The landlord agrees:**
- 34.1 if the name and telephone number or contact details of the landlord change, to give the tenant notice in writing of the change within 14 days, and
  - 34.2 if the address of the landlord changes (and the landlord does not have an agent), to give the tenant notice in writing of the change within 14 days, and
  - 34.3 if the name, telephone number or business address of the landlord's agent changes or the landlord appoints an agent, to give the tenant notice in writing of the change or the agent's name, telephone number and business address, as appropriate, within 14 days, and
  - 34.4 if the landlord or landlord's agent is a corporation and the name or business address of the corporation changes, to give the tenant notice in writing of the change within 14 days.

## **COPY OF CERTAIN BY-LAWS TO BE PROVIDED**

*[Cross out if not applicable]*

35. **The landlord agrees to give to the tenant within 7 days of entering into this agreement a copy of the by-laws applying to the residential premises if they are premises under the Strata Schemes Management Act 1996, the Strata Schemes (Leasehold Development) Act 1986, the Community Land Development Act 1989 or the Community Land Management Act 1989.**

## **MITIGATION OF LOSS**

36. **The rules of law relating to mitigation of loss or damage on breach of a contract apply to a breach of this agreement. (For example, if the tenant breaches this agreement the landlord will not be able to claim damages for loss which could have been avoided by reasonable effort by the landlord.)**

## **RENTAL BOND**

37. **The landlord agrees that where the landlord or the landlord's agent applies to the Rental Bond Board or the Consumer, Trader and Tenancy Tribunal for payment of the whole or part of the rental bond to the landlord, then the landlord or the landlord's agent will provide the tenant with details of the amount claimed and with copies of any quotations, accounts and receipts that are relevant to the claim and a copy of a completed condition report about the residential premises at the end of the residential tenancy agreement.**

## SMOKE ALARMS

38. The landlord agrees to ensure that smoke alarms are installed and maintained in the residential premises in accordance with section 146A of the Environmental Planning and Assessment Act 1979 if that section requires them to be installed in the premises.
39. The landlord and tenant each agree not to remove or interfere with the operation of a smoke alarm installed on the residential premises unless they have a reasonable excuse to do so.

## SWIMMING POOLS

~~[Cross out this clause if there is no swimming pool]~~

40. ~~The landlord agrees to ensure that the requirements of the Swimming Pools Act 1992 have been complied with in respect of the swimming pool on the residential premises.~~

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## ADDITIONAL TERMS

*[Additional terms may be included in this agreement if:*

- (a) both the landlord and tenant agree to the terms, and*
- (b) they do not conflict with the Residential Tenancies Act 2010, the Residential Tenancies Regulation 2010 or any other Act, and*
- (c) they do not conflict with the standard terms of this agreement.*

*ANY ADDITIONAL TERMS ARE NOT REQUIRED BY LAW AND ARE NEGOTIABLE.]*

## ADDITIONAL TERM - USE OF PREMISES

41. Further to clause 15 the tenant agrees not to:
- 41.1 use the residential premises for any purpose other than that of a residence; or
  - 41.2 use or store on the residential premises any inflammable chemical, liquid or gas or other inflammable material without the landlord's written permission.
42. Further to clause 16 the tenant agrees:
- 42.1 not to use the toilets and other drainage facilities for any purpose other than that for which they were designed and not to deposit in them any matter that might contribute to blockage or damage;
  - 42.2 to take all reasonable precautions to keep the residential premises free from rodents, vermin and the like;
  - 42.3 to notify the landlord promptly of the presence of any rodents, vermin and the like;
  - 42.4 not to damage any lawn garden or plant and to maintain the grounds in good order and free of rubbish;
  - 42.5 to notify the landlord immediately of any event which might affect the landlord's insurances in respect of the residential premises;
  - 42.6 to ensure that nothing is done which might prejudice or increase the cost of any of the landlord's insurances in respect of the residential premises;
  - 42.7 to dispose of all garbage in an hygienic manner via the proper receptacles; and
  - 42.8 to properly care for and maintain all items let with the residential premises.
43. Further to clause 27 the tenant agrees:
- 43.1 not to install any awnings, antennae or receiving dishes on any part of the outside of the residential premises without the landlord's written permission; and
  - 43.2 not to do any painting or adhesive fixing of any item to or on the residential premises without the landlord's written permission.

## ADDITIONAL TERM - TELEPHONE AND OTHER SERVICES

44. The tenant agrees:
- 44.1 to leave all telephone, fax, cable or other communication and data services ("the services") in the same state as they were in at the start of the tenancy;
  - 44.2 to take all necessary steps and complete all necessary forms to transfer the services to the landlord on termination of this agreement;
  - 44.3 to pay for all connection and other fees applicable to the tenant's connection to and use of the services and the reconnection of the services to the landlord on termination of this agreement.

## ADDITIONAL TERM - RENTAL BOND

45. Further to clause 37, the tenant agrees that the rental bond cannot be treated as a payment by the tenant on account of rent without the landlord's written permission.



## ADDITIONAL TERM - TERMINATION

46. The tenant agrees that on termination of this agreement he or she will:
- 46.1 peacefully surrender vacant possession of the residential premises to the landlord;
  - 46.2 deliver to the landlord all keys, remote controls or other access devices to the residential premises;
  - 46.3 notify the landlord of the tenant's forwarding address; and
  - 46.4 pay the landlord the cost of replacing any lost keys or other access devices.
47. The landlord and tenant agree that:
- 47.1 any action taken by either party to terminate this agreement does not affect any claim in respect of a breach of this agreement;
  - 47.2 the demand for or acceptance of rent by the landlord after service of a notice of termination does not constitute a waiver of the notice nor the creation of any new tenancy; and
  - 47.3 payment of rent as it falls due is an essential term of this agreement and that the landlord will be entitled to damages suffered by the landlord during the term in its entirety if this agreement is terminated for non payment of rent but the landlord's entitlement to damages will be assessed on the basis that the landlord must take reasonable steps to mitigate his loss.

## ADDITIONAL TERM—PETS

[Cross out this clause if not applicable]

48. The tenant agrees not to keep animals on the residential premises without obtaining the landlord's consent.
- 49.
- 49.1 The landlord agrees that the tenant may keep the following animals on the residential premises:  
ONLY WITH WRITTEN PERMISSION - No animals inside house.
  - 49.2 The tenant agrees to have the carpet professionally cleaned or to have the residential premises fumigated if the cleaning or fumigation is required because animals have been kept on the residential premises during the tenancy.

20 B.C

1x cat, 1x bird

## ADDITIONAL TERM - STRATA TITLE

50. Further to clause 35, where the residential premises are under Strata Title the following provisions apply:
- 50.1 "by-laws", "common property", "lot" and "owners corporation" have the same meaning as set out in the Dictionary to the Strata Schemes Management Act 1996;
  - 50.2 references to the "lot" in this agreement are references to the residential premises;
  - 50.3 the tenant agrees to observe the terms and conditions of the by-laws in force from time to time in respect of the strata scheme in which the lot is situated.

## ADDITIONAL TERM -PRIVACY

51. The Tenant:
- 51.1 "acknowledges receiving a copy of the privacy statement;
  - 51.2 authorises the landlord and the landlord's agent to collect, use and disclose personal information about the tenant as specified in the privacy statement.

## ADDITIONAL TERM - BREAK FEE

[Cross out this clause if not applicable]

52. The tenant agrees that, if the tenant ends the residential tenancy agreement before the end of the fixed term of the agreement, the tenant must pay a break fee of the following amount:
- 52.1 if the fixed term is for 3 years or less, 6 weeks rent if less than half of the term has expired or 4 weeks rent in any other case, or
  - 52.2 if the fixed term is for more than 3 years, See Special Terms & Conditions

This clause does not apply if the tenant terminates the residential tenancy agreement early for a reason that is permitted under the Residential Tenancies Act 2010.

**Note.** Permitted reasons for early termination include destruction of residential premises, breach of the agreement by the landlord and an offer of social housing or a place in an aged care facility. Section 107 of the Residential Tenancies Act 2010 regulates the rights of the landlord and tenant under this clause.

53. The landlord agrees that the compensation payable by the tenant for ending the residential tenancy agreement before the end of the fixed term is limited to the amount specified in clause 52 and any occupation fee payable under the Residential Tenancies Act 2010 for goods left on the residential premises.

## Notes:

### 1. Definitions

In this agreement:

**landlord** means the person who grants the right to occupy residential premises under this agreement, and includes a successor in title to the residential premises whose interest is subject to that of the tenant.

**landlord's agent** means a person who acts as the agent of the landlord and who (whether or not the person carries on any other business) carries on business as an agent for:

(a) the letting of residential premises, or

(b) the collection of rents payable for any tenancy of residential premises.

**personal information** means information or an opinion (including information or an opinion forming part of a database), collected, held, used or disclosed in connection with this lease whether true or not, and whether recorded in a material form or not, about an individual whose identity is apparent, or can reasonably be ascertained, from the information or opinion.

**privacy statement** means a statement, a copy of which is attached to this agreement or which the landlord or the landlord's agent has otherwise provided to the tenant, containing matters about the landlord and the landlord's agent's information handling practices as required by National Privacy Principle 1 of the Privacy Act 1988 (Cwlth).

**rental bond** means money paid by the tenant as security to carry out this agreement.

**residential premises** means any premises or part of premises (including any land occupied with the premises) used or intended to be used as a place of residence.

**tenancy** means the right to occupy residential premises under this agreement.

**tenant** means the person who has the right to occupy residential premises under this agreement, and includes the person to whom such a right passes by transfer or operation of the law and a sub-tenant of the tenant.

### 2. Continuation of tenancy (if fixed term agreement)

Once any fixed term of this agreement ends, the agreement continues in force on the same terms as a periodic agreement unless the agreement is terminated by the landlord or the tenant in accordance with the *Residential Tenancies Act 2010* (see notes 3 and 4). Clause 5 of this agreement provides for rent to be able to be increased if the agreement continues in force.

### 3. Ending a fixed term agreement

If this agreement is a fixed term agreement it may be ended by the landlord or the tenant by giving written notice of termination.

The notice must be given at any time up until the end of the

fixed term but cannot take effect until the term ends. The landlord must give at least 30 days notice and the tenant must give at least 14 days notice.

### 4. Ending a periodic agreement

If this agreement is a periodic agreement it may be ended by the landlord or the tenant by giving written notice of termination.

The notice may be given at any time. The landlord must give at least 90 days notice and the tenant must give at least 21 days notice.

### 5. Other grounds for ending agreement

The *Residential Tenancies Act 2010* also authorises the landlord and tenant to end this agreement on other grounds. The grounds for the landlord include sale of the residential premises, breach of this agreement by the tenant and hardship. The grounds for the tenant include sale of the residential premises (not revealed when this agreement was entered into), breach of this agreement by the landlord and hardship. For more information refer to that Act or contact NSW Fair Trading on 13 32 20.

### Warning

It is an offence for any person to obtain possession of the residential premises without an order of the Consumer, Trader and Tenancy Tribunal if the tenant does not willingly move out. A court can order fines and compensation to be paid for such an offence.

**Attach further Additional Terms here if required**

**The landlord and tenant enter into this agreement  
(which includes the Condition Report) and agree to all its terms.**

**SIGNED BY THE LANDLORD**

In the presence of SALLY ANDERSON  
Name of Witness

W Anderson  
Signature of Witness



[Handwritten Signature]  
Signature of Landlord

**SIGNED BY THE TENANT**

In the presence of SALLY ANDERSON  
Name of Witness

W Anderson  
Signature of Witness



Y. B. road  
Signature of Tenant

**SIGNED BY THE TENANT**

In the presence of.....  
Name of Witness

.....  
Signature of Witness



.....  
Signature of Tenant

The tenant acknowledges that, at or before the time of signing this residential tenancy agreement the tenant was given a copy of an information statement published by NSW Fair Trading.

Y. B. road  
Signature of Tenant

For information about your rights and obligations as a landlord or tenant, contact:

- (a) NSW Fair Trading on 13 32 20 or [www.fairtrading.nsw.gov.au](http://www.fairtrading.nsw.gov.au), or
- (b) Law Access NSW on 1300 888 529 or [www.lawaccess.nsw.gov.au](http://www.lawaccess.nsw.gov.au), or
- (c) your local Tenants Advice and Advocacy Service at [www.tenants.org.au](http://www.tenants.org.au)

**NOTE**

- A. It is advisable for the landlord to take out a comprehensive policy of insurance covering his interest in the premises.
- B. It is advisable for the tenant to insure his own possessions and insure against his liability for public risk as the occupier.
- C. The tenant should make necessary arrangements with the appropriate authorities concerning the supply of services.

## Privacy Statement

This privacy statement explains how the landlord's agent and landlord use and disclose personal information which they hold about you and the privacy rights you have in relation to that information.

A reference in this privacy statement to:

- the landlord or landlord's agent - is also a reference to related entities of the landlord or landlord's agent (respectively);
- the lease - is a reference to the lease between you and the landlord or landlord's agent (or, if you are a guarantor, the lease between the Principal whose performance you are guaranteeing and the landlord or landlord's agent);
- the premises - is a reference to the premises leased under this lease;
- the building - is a reference to the building containing the premises; and
- personal information - means information or an opinion (including information or an opinion forming part of a database), collected, held, used or disclosed in connection with this lease whether true or not, and whether recorded in a material form or not, about an individual whose identity is apparent, or can reasonably be ascertained, from the information or opinion.

### How the landlord and landlord's agent may use your personal information

The landlord and landlord's agent may each use your personal information in connection with:

- (a) their business, including in connection with:
  - (i) the purchase, development, sale and leasing of land, including the building;
  - (ii) the proposed sale of an interest in the landlord or landlord's agent's business;
  - (iii) raising finance in connection with the matters specified in paragraph (i);
  - (iv) the management of the building and the landlord's portfolio of land;
  - (v) internal reporting;
  - (vi) reporting to related entities, financiers and advisers; and
  - (vii) direct marketing (such as newsletters); and
- (b) the management and administration of the lease.

If you use personal information (ie. information or an opinion from which an individual can reasonably be identified) for any use other than those specified above, specify these additional uses (eg promotional activities) here: As stated on Privacy Statement at the end of this lease

### To whom landlord and landlord's agent may disclose your personal information

The landlord and landlord's agent may disclose your personal information, if they consider it is necessary to do so:

- (a) if required by law; or
- (b) to any one or more of the following
  - (i) their related entities;
  - (ii) persons in connection with a proposed sale of an interest in the landlord or agent's business (including purchasers of the building);
  - (iii) any agents engaged by the landlord and notified to you;
  - (iv) contractors and service providers involved in the management and maintenance of the building or any works in connection with the building;
  - (v) professional advisers in connection with the lease, the premises or the building;
  - (vi) the landlord's financiers;
  - (vii) the owners corporation and, if relevant, the building management committee for the building, any of whom may be located outside Australia

If you disclose personal information to any organisation other than those specified above, specify any additional disclosure (eg to third parties for promotional activities) here: As stated on Privacy Statement at the end of this lease

### Your rights

You need not give the landlord's agent any of the personal information it requests. However, without this information, the landlord and landlord's agent may not be able to provide you with the service you require.

You may request access at any time to personal information which the landlord or landlord's agent hold about you and ask them to correct it if you believe it is incorrect or out of date.

### Your authority to the landlord and landlord's agent

By entering the lease you:

- acknowledge having read and understood this privacy statement;
- authorise the landlord and landlord's agent to collect, maintain, use and disclose your personal information in the manner set out in this privacy statement; and
- undertake to provide a copy of this privacy statement to each principal, company officer or partner that you purport to represent.

### Information about other products or services

Do you want to receive information about other products or services supplied by the landlord's agent? Yes  
If you do not answer this question, we may use your personal information to send that information to you.