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## 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 \$ 26000 per year.  
Payment of rent will be made on the ..... of each .....  
(month day year) (e.g. week, fortnight, month)  
by .....  
(street address and state of residence)
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 that 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 AOREMENT 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 on the front page of this document). 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;