

RESIDENTIAL TENANCIES

Act 1997 Section 26

This form will be invalid if you remove or change any questions or other text.

IMPORTANT INFORMATION

Please read this before completing the Residential Tenancy Agreement.

This form is your written record of your tenancy agreement. This is a binding contract under the Residential Tenancies Act 1997, so please read all terms and conditions carefully.

If you need advice on your rights and responsibilities, please call the Consumer Affairs Victoria Helpline on 1300 55 81 81 before signing the Agreement.

In the Agreement you can consent to the electronic service of notices and other documents to your nominated email address. You should only consent to electronic service if you check your emails regularly.

Both the landlord and tenant should keep signed copies of the completed Agreement for future reference. The landlord must supply the tenant with a copy of the completed Agreement within 14 days of the tenant signing.

This Agreement is printed on carbonless paper and will produce copies for both the landlord and tenant. To fill out the Agreement, place on a hard surface and write firmly. Do not fold the Agreement while writing.

If you require extra space to list additional items and terms, attach a separate sheet. All attachments should be signed and dated by both the landlord and tenant to show that both parties have read and agree to any attachments. Both the landlord and tenant should keep a copy of any attachments for future reference.

The landlord must give the tenant a copy of Renting a home: a guide for tenants booklet at the start of each tenancy.

When a bond is paid, the landlord and tenant must complete a Condition Report and both keep a copy for their records

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TELEPHONE INTERPRETER SERVICE

If you have difficulty understanding English, contact the Translating and Interpreting Service (TIS) on 131 450 (for the cost of a local call) and ask to be put through to an Information Officer at Consumer Affairs Victoria on 1300 55 81 81.

Arabic

إذا كان لديك صعوبة في فهم اللغة الإنكليزية، اتصل بخدمة الترجمة التحريرية والشفوية (TIS) على الرقم 131 450 (بكلفة مكالمة محلية) واطلب أن يوصلوك بموظف معلومات في دائرة شؤون المستهلك في فكتوريا على الرقم 1300 55 81 81.

Turkish İngilizce anlamakta güçlük çekiyorsanız, 131 450'den (şehir içi konuşma ücretine) Yazılı ve Sözlü Tercümanlık Servisini (TIS) arayarak 1300 55 81 81 numaralı telefondan Victoria Tüketici İşleri'ni aramalarınızı ve sizi bir Danışma Memuru ile görüşürmelerinizi isteyiniz.

Vietnamese Nếu quý vị không hiểu tiếng Anh, xin liên lạc với Dịch Vụ Thông Phiên Dịch (TIS) qua số 131 450 (với giá biểu của cú gọi địa phương) và yêu cầu được nối đường dây tới một Nhân Viên Thông Tin tại Bộ Tiêu Thụ SỰ Vụ Victoria (Consumer Affairs Victoria) qua số 1300 55 81 81.

Somali Haddii aad dhibaato ku qabto fahmida Ingiriiska, La xiriir Adeega Tarjumida iyo Afcelinta (TIS) telefoonka 131 450 (qiimaha meesha aad joogto) weydiisuna in lagugu xiro Sarkaalka Macluumaadka ee Arrimaha Macmiilaha Fiktooriya tel: 1300 55 81 81.

Serbian Ako vam je teško da razumete engleski, nazovite Službu prevodilača i tumača (Translating and Interpreting Service - TIS) na 131 450 (po cenu lokalnog poziva) i zamolite ih da vas povežu sa Službenikom za informacije (Information Officer) u Viktorijskoj Službi za potrošačka питања (Consumer Affairs Victoria) na 1300 55 81 81.

Amharic ከግላገላዎን ቁጥቁር ለማድረግ ችግር ካለብዎ የአስተርጓሚ አገልግሎትን (TIS) በስልክ ቁጥር 131 450 [በአካባቢ ጥሪ ሂሳብ] በመደወል በሽኩቻዎ ደንበኞች ጉዳይ ጽ/ቤት በስልክ ቁጥር 1300 55 81 81 ደውሎ ከመረጃ አቅራቢ ሠራተኛ ጋር እንዲያገናኙዎ መጠየቅ።

Dari

اگر شما مشکل دانستن زبان انگلیسی دارید، با اداره خدمات ترجمانی تحریری وشفاهی (TIS) به شماره ۱۳۱ ۴۵۰ به قیمت مخابره محلی تماس بگیرید. وبخواهید که شما را به کارمند معلومات دفتر امور مراجعین ویکتوریا به شماره ۱۳۰۰ ۵۵ ۸۱ ۸۱ ارتباط دهد.

Croatian Ako ne razumijete dovoljno engleski, nazovite Službu tumača i prevoditelja (TIS) na 131 450 (po cijeni mjesnog poziva) i zamolite da vas spoje sdjelatnikom za obavijesti u Consumer Affairs Victoria na 1300 55 81 81.

Greek Αν έχετε δυσκολίες στην κατανόηση της αγγλικής γλώσσας, επικοινωνήστε με την Υπηρεσία Μετάφρασης και Διερμηνείας (TIS) στο 131 450 (με το κόστος μιας τοπικής κλήσης) και ζητήστε να σας συνδέσουν με έναν Υπάλληλο Πληροφοριών στην Υπηρεσία Προστασίας Καταναλωτών Βικτώριας (Consumer Affairs Victoria) στον αριθμό 1300 55 81 81.

Italian Se avete difficoltà a comprendere l'inglese, contattate il servizio interpreti e traduttori, cioè il "Translating and Interpreting Service" (TIS) al 131 450 (per il costo di una chiamata locale), e chiedete di essere messi in comunicazione con un operatore addetto alle informazioni del dipartimento "Consumer Affairs Victoria" al numero 1300 55 81 81.

Information about renting is available in 24 languages at consumer.vic.gov.au/languages.

atira.com

P. 1300 848 888 E. hello@atira.com



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SHAPED BY SCAPE

THIS AGREEMENT IS MADE ON:

11 February 2020 | 3:22 PM AEST

THIS AGREEMENT IS BETWEEN:**LANDLORD**

Name of Landlord:

Scape Peel Operator Pty Ltd

Address:

247 Peel Street, North Melbourne, VIC,
3051

ABN:

34 635 916 808

Email:

peel@atira.com

Phone:

03 9070 0900

Agent Name (if applicable):

TENANT 1

Name of Tenant:

John Citizen

Current Address:

Level 2, 16 Marie Street, Milton,
Queensland, Australia

Australian Mobile Number:

1800000000

International Mobile Number:

1800000000

Date of Birth:

1/02/1990

Email Address:

john.citizen@testing.com

TENANT

The person named in Item 1 of Schedule 2 (Tenant Schedule).

1. PREMISES (INCLUDES ITEMS LISTED IN THE SCHEDULE AS FORMING PART OF THE PREMISES)

The landlord lets a bedroom (room) (on an exclusive basis) and apartment common areas (on a non-exclusive/shared basis) in the premises type known as:

Room Type:

4 Bedroom - HF

Located At:

247 Peel Street, North Melbourne, VIC, 3051

The apartment room number will be notified by the LANDLORD to the TENANT upon arrival at the Property.

2. RENTThe Tenant must pay the rent in the amount, at the place, on the dates and in the manner specified in **Item 2 of Schedule 2 (Tenant Schedule)**.**3. BOND**

- The Tenant must pay a bond to the Landlord in the amount, at the time and in the manner specified in **Item 3 of Schedule 2 (Tenant Schedule)**.
- In accordance with the Residential Tenancies Act 1997, the LANDLORD must lodge the bond with the Residential Tenancies Bond Authority (**RTBA**) within 10 business days after receiving the bond.
- If the TENANT does not receive a bond receipt from the RTBA within 15 business days of handing over the bond lodgement form, they should telephone the RTBA on 1300 13 71 64.

4. PERIOD

The period of the agreement:

Commencement Date **2.00PM** on

Termination Date **10.00AM** on

4A. Giving of notices and information by electronic means

(1) Express Consent

Indicate below for each of the following persons whether the person agrees to notices and information being given by email under the Electronic Transactions (Victoria) Act 2000.

Landlord Email Yes No **Tenant Email** Yes No

Inferred Consent

If the TENANT or the LANDLORD (as the case may be) have not consented to electronic service under subclause (1), the TENANT or the LANDLORD must not infer consent to electronic service merely from the receipt or response to emails or other electronic communications.

(1) Change of Electronic Address

The TENANT or the LANDLORD must immediately give notice in writing to the other party if the email address for electronic service under subclause (1) changes.

(2) Withdrawal of Consent

(a) The TENANT or the LANDLORD may withdraw their consent under subclause (1) to electronic service of notices and other documents only by giving notice in writing to the other party.

(b) Following the giving of notice under paragraph (a), no further notices or other documents are to be served by electronic communication.

5. CONDITION OF THE PREMISES

The LANDLORD must:

- (a) Ensure that the premises are maintained in good repair, and
- (b) If the LANDLORD owns or controls the common areas, take reasonable steps to ensure that the common areas are maintained in good repair.

6. DAMAGE TO THE PREMISES

- (a) The TENANT must ensure that care is taken to avoid damaging the rented premises.
- (b) The TENANT must take reasonable care to avoid damaging the premises and any common areas.
- (c) The TENANT who becomes aware of damage to the rented premises must give notice to the LANDLORD of any damage to the premises as soon as practicable.

7. CLEANLINESS OF THE PREMISES

(a) The LANDLORD must ensure that the premises are in a reasonably clean condition on the day on which it agrees that the TENANT is to enter into occupation of the premises.

(b) The TENANT must keep the premises in a reasonably clean condition during the period of agreement.

8. USE OF PREMISES

- (a) The TENANT must not use or allow the premises to be used for any illegal purpose.
- (b) The TENANT must not use or allow the premises to be used in such a manner as to cause a nuisance or cause an interference with the reasonable peace, comfort or privacy of any occupier of neighbouring premises.

9. QUIET ENJOYMENT

The LANDLORD must take all reasonable steps to ensure that the TENANT has quiet enjoyment of the premises.

10. ASSIGNMENT OR SUB-LETTING

- (a) The TENANT must not assign or sub-let the whole or any part of the premises without the written consent of the LANDLORD. The LANDLORD'S consent must not be unreasonably withheld.
- (b) The LANDLORD must not demand or receive any fee or payment for the consent, except in respect of any fees, costs or charges incurred by the LANDLORD in relation to the preparation of a written assignment of the agreement..

11. RESIDENTIAL TENANCIES ACT 1997

- (a) Each party must comply with the Residential Tenancies Act 1997 (Vic) (the Act), as amended from time to time.
- (b) For further rights and duties, refer to the Act.

Schedule 1 (Special Terms)

- A. Items let with the premises (if any);
- B. Additional terms (if any)

This section lists any additional items and terms to this agreement. The terms listed cannot take away any of the rights and duties included in the Residential Tenancies Act 1997 (Vic) (the Act), as amended from time to time. Both the LANDLORD and TENANT should sign and date any attachments.

Any additional terms must also comply with the Unfair Contract Terms provisions in the Australian Consumer Law (Victoria). Contact Consumer Affairs Victoria on 1300 55 81 81 for further information or visit www.consumer.vic.gov.au.

SCHEDULE 1 (SPECIAL TERMS)

I **John Citizen** agree to Schedule 1 (Special Terms) attached to this Residential Tenancy Agreement. I understand this agreement is conditional based upon a holding deposit of 2 weeks rent being paid prior to signing.

DocuSigned by:
John Citizen
B087C0E9B60D497...

(Signature of TENANT)

SCHEDULE 2 (TENANT SCHEDULE)

ITEM 1 TENANT

Name of Tenant: **John Citizen** Date of Birth: **1/02/1990**

Current Address: **Level 2, 16 Marie Street, Milton, Queensland, Australia**

Australian Mobile Number: **1800000000** International Mobile Number: **1800000000** Email Address: **john.citizen@testing.com**

ITEM 2 RENT

The Weekly Rent Amount is: **\$384.00** Date First Rent Payment Due: **15/02/2020**

Pay Period: **2 weeks in advance, payable fortnightly** Place of Payment: **Direct debit**

ITEM 3 BOND

Bond Amount: **\$1536.00** being an amount equivalent to four weeks of rent. Date bond payment due: **15/02/2020**

SIGNATURE OF LESSOR/AGENT

Name/Trading Name: **Liam Riley** Signature: *[Handwritten Signature]* Date: **11 February 2020 | 3:22 PM AEST**

SIGNATURE OF TENANT 1

Print Name: **John Citizen** Signature: *John Citizen* Date: **11 February 2020 | 3:22 PM AEST**

Disclaimer & Warning

Scape Australia Bell Lane Trust (the owner of the building) and Scape Bell Lane Operator Pty Ltd (the company which operates the Building) strive to ensure the accuracy and reliability of the information contained in this handbook (Information) but no warranty is provided in this regard. The operator reserves the right to change or alter at any time, without notice, any of the Information. To the extent permitted by law, the operator and each of their employees disclaim any liability (including all losses, damages, costs and expenses of whatever nature) arising from the use of, or reliance on, any of the Information.