



Agreement

Residential Tenancy Agreement

Residential Tenancies and Rooming Accommodation Act
2008 – General Tenancy Agreement (Form 18a)

Scape Regent Street Operator Pty Ltd (98 635 916 264)

Jane Smith



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Part 1 Tenancy details

Item 1 Lessor

1.1

Name: Scape Regent Street Operator Pty Ltd (98 635 916 264)

(a) Address: 15 Regent Street Woolloongabba 4102

1.2

Phone: (07) 3740 9520 (local)

+61 7 3740 9520 (international)

Email: regent@atira.com

Item 2 Tenant

2.1

Name: Jane Smith

Phone: 0400000000

Email: janesmith@hello.com

2.2

Address for service (if different from address of the premises in item 5.1):

50 Hello Street, Melbourne, VIC, Australia

Item 3 Lessor's agent

N/A

Item 4 Notice may be given to

(Indicate if the email is different from Item 1, 2 or 3 above)

4.1 Lessor

Email: Yes / No r_egent@atira.com _____

Facsimile: Yes / No _____

4.2 Tenant

Email: / No _____

Facsimile: Yes / No _____

4.3 Agent

Email: / No _____

Facsimile: Yes / No _____

Item 5 Address of rental premises

5.1 Address of the rental premises

(a) Studio Premier - ~~15~~ Regent

(b) 15 Regent Street Woolloongabba 4102

5.2 Inclusions provided

Refer to Attachment 1 for inclusions.

DS
JS

Item 6 Term

6.1 The term of this agreement is



Fixed term agreement / Periodic agreement

6.2 Starting on 6/01/2021

6.3 Ending on 4/02/2022

Item 7 Rent <i>(See clause 8(1))</i>	Rent \$ 345.00 <div style="border: 1px solid black; padding: 2px; display: inline-block;">DS JS</div>	(inclusive of GST) per <input checked="" type="checkbox"/> week <input type="checkbox"/> fortnight <input type="checkbox"/> month
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Item 8 Date and frequency of rent	Rent must be paid on the Monday day of each fortnight.
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Item 9 Method of rent payment <i>(Insert the way the rent must be paid. See clause 8(3))</i>	The method by which the rent must be paid is to the landlord by direct debit. Details for direct debit BSB no. _____ Bank/building society/credit union _____ Account no. _____ Account name _____ Payment reference _____ Details for direct credit – Not applicable.
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Item 10	Place of rent payment 15 Regent Street Woolloongabba 4102 <i>(Insert where the rent must be paid. See clause 8(4) and 8(6))</i>
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Item 11	Rental bond amount \$ 1380.00 <i>(see clause 13).</i>
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Item 12	Services 12.1 The services supplied to the premises for which the tenant must pay (see clause 16) Electricity <input type="checkbox"/> Yes / <input checked="" type="checkbox"/> No Gas <input type="checkbox"/> Yes / <input checked="" type="checkbox"/> No Phone <input type="checkbox"/> Yes / <input checked="" type="checkbox"/> No Any other service that the tenant must pay <input type="checkbox"/> Yes / <input checked="" type="checkbox"/> No If yes, the type:
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12.2 Is the tenant to pay for water supplied to the premises (see clause 17)

Yes / No

Item 13	<p>Apportionment of service costs</p> <p><i>(For example insert the percentage of the total charge the tenant must pay. See clause 16(c))</i></p>	<p>If the premises is not individually metered for a service under item 12.1, the apportionment of the cost of the service for which the tenant must pay</p> <p>Electricity: Not applicable. Gas: Not applicable. Phone: Not applicable. Any other service stated in item 12.1: Not applicable.</p>
Item 14	<p>Payment of services</p> <p><i>(Insert for each how the tenant must pay. See clause 16(d))</i></p>	<p>How services must be paid for</p> <p>Electricity: Not applicable. Gas: Not applicable. Phone: Not applicable. Any other service stated in item 12.1: Not applicable.</p>
Item 15	<p>Number of persons allowed to reside at the premises</p> <p><i>(See clause 23)</i></p>	<p>1 person(s)</p>
Item 16	<p>Body corporate</p>	<p>16.1 Are there any body corporate by-laws applicable to the occupation of the premises by the tenant?</p> <p><input type="checkbox"/> Yes / <input checked="" type="checkbox"/> No</p> <p>16.2 Has the tenant been given a copy of the relevant by-laws? (see clause 22)</p> <p><input type="checkbox"/> Yes / <input checked="" type="checkbox"/> No</p>
Item 17	<p>Pets</p>	<p>17.1 Pets approved (see clause 24(1))</p> <p><input type="checkbox"/> Yes / <input checked="" type="checkbox"/> No</p> <p>17.2 The types and number of pets that may be kept (see clause 24(2))</p> <p>Type: Not applicable. Number: Not applicable.</p>



Item 18	Nominated repairers <i>(insert name and telephone number for each. See clause 31)</i>	Electrical repairs: Atira (07) 3740 9520 Plumbing repairs: Atira (07) 3740 9520 Other: Atira (07) 3740 9520
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The parties agree as follows:



Part 2 Standard Terms

Division 1 Preliminary

1 Interpretation

In this agreement –

- (a) a reference to **the premises** includes a reference to any inclusions for the premises stated in this agreement for item 5.2; and
- (b) a reference to a numbered section is a reference to the section in the Act with that number; and
- (c) a reference to a numbered item is a reference to the item with that number in part 1; and
- (d) a reference to a numbered clause is a reference to the clause of this agreement with that number.

2 Terms of a general tenancy agreement

- (a) This part states, under the *Residential Tenancies and Rooming Accommodation Act 2008 (the Act)*, section 55, the standard terms of a general tenancy agreement.
- (b) The Act also imposes duties on, and gives entitlements to, the lessor and tenant that are taken to be included as terms of this agreement.
- (c) The lessor and tenant may agree on other terms of this agreement (**special terms**).
- (d) A duty or entitlement under the Act overrides a standard term or special term if the term is inconsistent with the duty or entitlement.
- (e) A standard term overrides a special term if they are inconsistent.

Note – Some breaches of this agreement may also be an offence under the Act, for example, if –

- *the lessor or the lessor’s agent enters the premises in contravention of the rules of entry under sections 192 to 199; or*
- *the tenant does not sign and return the condition report to the lessor or the lessor’s agent under section 65.*

3 More than 1 lessor or tenant

- (a) This clause applies if more than 1 person is named in this agreement for item 1 or 2.



- (b) Each lessor named in this agreement for item 1 must perform all of the lessor's obligations under this agreement.
- (c) Each tenant named in this agreement for item 2 –
 - (1) holds their interest in the tenancy as a tenant in common unless a special term states the tenants are joint tenants; and
 - (2) must perform all the tenant's obligations under this agreement.

Division 2 Period of tenancy

4 Start of tenancy

- (a) The tenancy starts on the day stated in this agreement for item 6.2.
- (b) However, if no day is stated or if the stated day is before the signing of this agreement, the tenancy starts when the tenant is or was given a right to occupy the premises.

5 Entry condition report – s 65

- (a) The lessor must prepare, in the approved form, sign and give the tenant 1 copy of a condition report for the premises.
- (b) The copy must be given to the tenant on or before the day the tenant occupies the premises under this agreement.
- (c) The tenant must mark the copy of the report to show any parts the tenant disagrees with, and sign and return the copy to the lessor not later than 3 days after the later of the following days –
 - (1) the day the tenant is entitled to occupy the premises;
 - (2) the day the tenant is given the copy of the condition report.

Note – A well completed condition report can be very important to help the parties if there is a dispute about the condition of the premises when the tenancy started. For more information about condition reports, see the information statement.

- (d) After the copy of the condition report is returned to the lessor by the tenant, the lessor must copy the condition report and return it to the tenant within 14 days.

6 Continuation of fixed term agreement – s 70

- (a) This clause applies if –
 - (1) this agreement is a fixed term agreement; and
 - (2) none of the following notices are given, or agreements or applications made before the day the term ends (**the end day**) –
 - (A) a notice to leave;



- (B) a notice of intention to leave;
 - (C) an abandonment termination notice;
 - (D) a notice, agreement or application relating to the death of a sole tenant under section 277(7);
 - (E) a written agreement between the lessor and tenant to end the agreement.
- (b) This agreement, other than a term about this agreement's term, continues to apply after the end day on the basis that the tenant is holding over under a periodic agreement.

Note – For more information about the notices, see the information statement.

7 Costs apply to early ending of fixed term agreement

- (a) This clause applies if –
- (1) this agreement is a fixed term agreement; and
 - (2) the tenant terminates it before the term ends in a way not permitted under the Act.
- (b) (2) The tenant must pay the reasonable costs incurred by the lessor in reletting the premises.

Note – For when the tenant may terminate early under the Act, see clause 36 and the information statement. Under section 362, the lessor has a general duty to mitigate (avoid or reduce) the costs.

Division 3 Rent

8 When, how and where rent must be paid – ss 83 and 85

- (a) The tenant must pay the rent stated in this agreement for item 7.
- (b) The rent must be paid at the times stated in this agreement for item 8.
- (c) The rent must be paid –
- (1) in the way stated in this agreement for item 9; or
 - (2) in the way agreed after the signing of this agreement by –
 - (A) the lessor or tenant giving the other party a notice proposing the way; and
 - (B) the other party agreeing to the proposal in writing; or
 - (3) if there is no way stated in this agreement for item 9 or no way agreed after the signing of this agreement – in an approved way under section 83(4).

Note – If the way rent is to be paid is another way agreed on by the lessor and tenant under section 83(4)(g), the lessor or the lessor's agent must comply with the obligations under section 84(2).



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- (d) The rent must be paid at the place stated in this agreement for item 10.
- (e) However, if, after the signing of this agreement, the lessor gives a notice to the tenant stating a different place for payment and the place is reasonable, the rent must be paid at the place while the notice is in force.
- (f) If no place is stated in this agreement for item 10 and there is no notice stating a place, the rent must be paid at an appropriate place.

Examples of an appropriate place –

- *the lessor's address for service;*
- *the lessor's agent's office.*

9 Rent in advance – s 87

The lessor may require the tenant to pay rent in advance only if the payment is not more than –

- (a) for a periodic agreement – 2 weeks rent; or
- (b) for a fixed term agreement – 1 month rent.

Note – Under section 87(2), the lessor or the lessor's agent must not require a payment of rent under this agreement in a period for which rent has already been paid.

10 Rent increase – ss 91 and 93

- (a) If the lessor proposes to increase the rent, the lessor must give notice of the proposal to the tenant.
- (b) The notice must state the amount of the increased rent and the day from when it is payable.
- (c) The day stated must not be earlier than the later of the following –
 - (1) 2 months after the notice is given;
 - (2) 6 months after the day the existing rent became payable by the tenant.
- (d) Subject to an order of a tribunal, the increased rent is payable from the day stated in the notice, and this agreement is taken to be amended accordingly.
- (e) However, if this agreement is a fixed term agreement, the rent may be increased before the term ends only if a special term –
 - (1) provides for a rent increase; and
 - (2) states the amount of the increase or how the amount of the increase is to be worked out.
- (f) A rent increase is payable by the tenant only if the rent is increased under this clause.



11 Application to tribunal about excessive increase – s 92

- (a) If a notice of proposed rent increase is given and the tenant considers the increase is excessive, the tenant may apply to a tribunal for an order setting aside or reducing the increase.
- (b) However, the application must be made –
 - (1) within 30 days after the notice is received; and
 - (2) for a fixed term agreement – before the term ends.

12 Rent decreases – s 94

Under section 94, the rent may decrease in certain situations.

Note – For details of the situations, see the information statement.

Division 4 Rental Bond

13 Rental bond required – ss 111 and 116

- (a) If a rental bond is stated in this agreement for item 11, the tenant must pay to the lessor or the lessor's agent the rental bond amount –
 - (1) if a special term requires the bond to be paid at a stated time – at the stated time; or
 - (2) if a special term requires the bond to be paid by instalments – by instalments; or
 - (3) otherwise – when the tenant signs this agreement.
- (b) The lessor or the lessor's agent must, within 10 days of receiving the bond or a part of the bond, pay it to the authority and give the authority a notice, in the approved form, about the bond.
- (c) The bond is intended to be available to financially protect the lessor if the tenant breaches this agreement.

Note – There is a maximum bond that may be required. See section 146 and the information statement.

Example – The lessor may claim against the bond if the tenant does not leave the premises in the required condition at the end of the tenancy.

Note – For how to apply to the authority or a tribunal for the bond at the end of the tenancy, see the information statement and sections 125 to 141. Delay in applying may mean that payment is made on another application for payment.



14 Increase in bond – s 154

- (a) The tenant must increase the rental bond if –
 - (1) the rent increases and the lessor gives notice to the tenant to increase the bond; and
 - (2) the notice is given at least 11 months after –
 - (A) this agreement started; or
 - (B) if the bond has been increased previously by a notice given under this clause – the day stated in the notice, or the last notice, for making the increase.
- (b) The notice must state the increased amount and the day by which the increase must be made.
- (c) For subclause (2), the day must be at least 1 month after the tenant is given the notice.

Division 5 Outgoings

15 Outgoings – s 163

- (a) The lessor must pay all charges, levies, premiums, rates or taxes for the premises, other than a service charge.
Examples –
body corporate levies, council general rates, sewerage charges, environment levies, land tax.
- (b) This clause does not apply if—
 - (1) the lessor is the State; and
 - (2) rent is not payable under the agreement; and
 - (3) the tenant is an entity receiving financial or other assistance from the State to supply rented accommodation to persons.

16 General service charges – ss 164 and 165

The tenant must pay a service charge, other than a water service charge, for a service supplied to the premises during the tenancy if –

- (a) the tenant enjoys or shares the benefit of the service; and
- (b) the service is stated in this agreement for item 12.1; and
- (c) either –
 - (1) the premises are individually metered for the service; or
 - (2) this agreement states for item 13 how the tenant's apportionment of the cost of the service is to be worked out; and



(d) this agreement states for item 14 how the tenant must pay for the service.

Note – Section 165(3) limits the amount the tenant must pay.

17 Water service charges – ss 164 and 166

- (a) The tenant must pay an amount for the water consumption charges for the premises if –
- (1) the tenant is enjoying or sharing the benefit of a water service to the premises; and
 - (2) the premises are individually metered for the supply of water or water is supplied to the premises by delivery by means of a vehicle; and
 - (3) this agreement states for item 12.2 that the tenant must pay for water supplied to the premises.

Note – A water consumption charge does not include the amount of a water service charge that is a fixed charge for the water service.

- (b) However, the tenant does not have to pay an amount –
- (1) that is more than the amount of the water consumption charges payable to the relevant water supplier; or
 - (2) that is a fixed charge for the water service to the premises.
- (c) Also, the tenant does not have to pay an amount for a reasonable quantity of water supplied to the premises for a period if, during the period, the premises are not water efficient for section 166.

Note – For details about water efficiency, see the information statement.

- (d) In deciding what is a reasonable quantity of water for subclause (3), regard must be had to the matters mentioned in section 169(4)(a) to (e).
- (e) The tenant must pay the amount of the charge to the lessor within 1 month of the lessor giving the tenant copies of relevant documents about the incurring of the amount.
- (f) In this clause –

water consumption charge, for premises, means the variable part of a water service charge assessed on the volume of water supplied to the premises.

Note – If there is a dispute about how much water (or any other service charge) the tenant should pay, the lessor or the tenant may attempt to resolve the dispute by conciliation. See the information statement for details.



Division 6 Rights and obligations concerning the premises during tenancy

Subdivision 1 Occupation and use of premises

18 No legal impediments to occupation – s 181

The lessor must ensure there is no legal impediment to occupation of the premises by the tenant as a residence for the term of the tenancy if, when entering into this agreement, the lessor knew about the impediment or ought reasonably to have known about it.

Examples of possible legal impediments –

- *if there is a mortgage over the premises, the lessor might need to obtain approval from the mortgagee before the tenancy can start;*
- *a certificate might be required under the Building Act 1975 before the premises can lawfully be occupied;*
- *the zoning of the land might prevent use of a building on the land as a residence.*

19 Vacant possession and quiet enjoyment – ss 182 and 183

- (a) The lessor must ensure the tenant has vacant possession of the premises (other than a part of the premises that the tenant does not have a right to occupy exclusively) on the day the tenant is entitled to occupy the premises under this agreement.

Residential Tenancies Authority note – Parts of the premises where the tenant does not have a right to occupy exclusively may be identified in a special term.

- (b) The lessor must take reasonable steps to ensure the tenant has quiet enjoyment of the premises.
- (c) The lessor or the lessor's agent must not interfere with the reasonable peace, comfort or privacy of the tenant in using the premises.

20 Lessor's right to enter the premises – ss 192 -199

The lessor or the lessor's agent may enter the premises during the tenancy only if the obligations under sections 192 to 199 have been complied with.

Note – See the information statement for details.



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21 Tenant's use of premises – ss 10 and 184

- (a) The tenant may use the premises only as a place of residence or mainly as a place of residence or for another use allowed under a special term.
- (b) The tenant must not –
- (1) use the premises for an illegal purpose; or
 - (2) cause a nuisance by the use of the premises; or
- Examples of things that may constitute a nuisance –*
- *using paints or chemicals on the premises that go onto or cause odours on adjoining land;*
 - *causing loud noises;*
 - *allowing large amounts of water to escape onto adjoining land,*
- (3) interfere with the reasonable peace, comfort or privacy of a neighbour of the tenant; or
 - (4) allow another person on the premises to interfere with the reasonable peace, comfort or privacy of a neighbour of the tenant.

22 Units and townhouses – s 69

- (a) The lessor must give the tenant a copy of any body corporate by-laws under the *Body Corporate and Community Management Act 1997* or *Building Units and Group Titles Act 1980* applicable to –
- (1) the occupation of the premises; or
 - (2) any common area available for use by the tenant with the premises.
- (b) The tenant must comply with the by-laws.

23 Number of occupants allowed

No more than the number of persons stated in this agreement for item 15 may reside at the premises.

24 Pets

- (a) The tenant may keep pets on the premises only if this agreement states for item 17.1 that pets are approved.
- (b) If this agreement states for item 17.1 that pets are approved and this agreement states for item 17.2 that only –
- (1) a particular type of pet may be kept, only that type may be kept; or
 - (2) a particular number of pets may be kept, only that number may be kept; or



- (3) a particular number of a particular type of pet may be kept, only that number of that type may be kept.

Subdivision 2 Standard of premises

25 Lessor's obligations – s 185

- (a) At the start of the tenancy, the lessor must ensure –
- (1) the premises are clean; and
 - (2) the premises are fit for the tenant to live in; and
 - (3) the premises are in good repair; and
 - (4) the lessor is not in breach of a law dealing with issues about the health or safety of persons using or entering the premises.
- (b) While the tenancy continues, the lessor must –
- (1) maintain the premises in a way that the premises remain fit for the tenant to live in; and
 - (2) maintain the premises in good repair; and
 - (3) ensure the lessor is not in breach of a law dealing with issues about the health or safety of persons using or entering the premises; and
 - (4) keep any common area included in the premises clean.
- Note – For details about the maintenance, see the information statement.*
- (c) However, the lessor is not required to comply with subclause (1)(c) or (2)(a) for any non-standard items and the lessor is not responsible for their maintenance if –
- (1) the lessor is the State; and
 - (2) the non-standard items are stated in this agreement and this agreement states the lessor is not responsible for their maintenance; and
 - (3) the non-standard items are not necessary and reasonable make the premises a fit place in which to live; and
 - (4) the non-standard items are not a risk to health or safety; and
 - (5) for fixtures – the fixtures were not attached to the premises by the lessor.

- (d) In this clause –

non-standard items means the fixtures attached to the premises and inclusions supplied with the premises stated in this agreement for item 5.2.

premises include any common area available for use by the tenant with the premises.



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26 Tenant's obligations – s 188(2) and (3)

- (a) The tenant must keep the premises clean, having regard to their condition at the start of the tenancy.
- (b) The tenant must not maliciously damage, or allow someone else to maliciously damage, the premises.

Subdivision 3 The dwelling

27 Fixtures or structural changes – ss 207–209

- (a) The tenant may attach a fixture, or make a structural change, to the premises only if the lessor agrees to the fixture's attachment or the structural change.
Note – Fixtures are generally items permanently attached to land or to a building that are intended to become part of the land or building. An attachment may include, for example, something glued, nailed or screwed to a wall.
- (b) The lessor's agreement must be written, describe the nature of the fixture or change and include any terms of the agreement.
Examples of terms –
 - *that the tenant may remove the fixture;*
 - *that the tenant must repair damage caused when removing the fixture;*
 - *that the lessor must pay for the fixture if the tenant can not remove it.*
- (c) If the lessor does agree, the tenant must comply with the terms of the lessor's agreement.
- (d) The lessor must not act unreasonably in failing to agree.
- (e) If the tenant attaches a fixture, or makes a structural change, to the premises without the lessor's agreement, the lessor may –
 - (1) take action for a breach of a term of this agreement; or
 - (2) waive the breach (that is, not take action for the breach) and treat the fixture or change as an improvement to the premises for the lessor's benefit (that is, treat it as belonging to the lessor, without having to pay the tenant for it).

28 Supply of locks and keys – s 210

- (a) The lessor must supply and maintain all locks necessary to ensure the premises are reasonably secure.
- (b) The lessor must give the tenant, or if there is more than 1 tenant, 1 of the tenants, a key for each lock that –
 - (1) secures an entry to the premises; or



- (2) secures a road or other place normally used to gain access to, or leave, the area or building in which the premises are situated; or
- (3) is part of the premises.
- (c) If there is more than 1 tenant, the lessor must give the other tenants a key for the locks mentioned in subclause (2)(a) and (b).

29 Changing locks – ss 211 and 212

- (a) The lessor or the tenant may change locks if –
 - (1) both agree to the change; or
 - (2) there is a tribunal order permitting the change; or
 - (3) there is a reasonable excuse for making the change.
*Example of a reasonable excuse –
an emergency requiring the lock to be changed quickly.*
- (b) The lessor or tenant must not act unreasonably in failing to agree to the change of a lock.
- (c) If a lock is changed, the party changing it must give the other party a key for the changed lock unless –
 - (1) a tribunal orders that a key not be given; or
 - (2) the other party agrees to not being given a key.

Subdivision 4 Damage and repairs

30 Meaning of emergency and routine repairs – ss 214 and 215

- (a) **Emergency repairs** are works needed to repair any of the following –
 - (1) a burst water service or serious water service leak;
 - (2) a blocked or broken lavatory system;
 - (3) a serious roof leak;
 - (4) a gas leak;
 - (5) a dangerous electrical fault;
 - (6) flooding or serious flood damage;
 - (7) serious storm, fire or impact damage;
 - (8) a failure or breakdown of the gas, electricity or water supply to the premises;
 - (9) a failure or breakdown of an essential service or appliance on the premises for hot water, cooking or heating;
 - (10) a fault or damage that makes the premises unsafe or insecure;



- (11) a fault or damage likely to injure a person, damage property or unduly inconvenience a resident of the premises;
 - (12) a serious fault in a staircase, lift or other common area of the premises that unduly inconveniences a resident in gaining access to, or using, the premises.
- (b) **Routine repairs** are repairs other than emergency repairs.

31 Nominated repairer for emergency repairs – s 216

- (a) The lessor's nominated repairer for emergency repairs of a particular type may be stated either –
 - (1) in this agreement for item 18; or
 - (2) in a notice given by the lessor to the tenant.
- (b) The nominated repairer is the tenant's first point of contact for notifying the need for emergency repairs.

32 Notice of damage – s 217

- (a) If the tenant knows the premises have been damaged, the tenant must give notice as soon as practicable of the damage.
- (b) If the premises need routine repairs, the notice must be given to the lessor.
- (c) If the premises need emergency repairs, the notice must be given to –
 - (1) the nominated repairer for the repairs; or
 - (2) if there is no nominated repairer for the repairs or the repairer can not be contacted – the lessor.

33 Emergency repairs arranged by tenant – ss 218 and 219

- (a) The tenant may arrange for a suitably qualified person to make emergency repairs or apply to the tribunal under section 221 for orders about the repairs if –
 - (1) the tenant has been unable to notify the lessor or nominated repairer of the need for emergency repairs of the premises; or
 - (2) the repairs are not made within a reasonable time after notice is given.
- (b) The maximum amount that may be incurred for emergency repairs arranged to be made by the tenant is an amount equal to the amount payable under this agreement for 2 weeks rent.

Note – For how the tenant may require reimbursement for the repairs, see sections 219(2) and (3) and 220 and the information statement.



Division 7 Restrictions on transfer or subletting by tenant

34 General – ss 238 and 240

- (a) Subject to clause 35, the tenant may transfer all or a part of the tenant's interest under this agreement, or sublet the premises, only if the lessor agrees in writing or if the transfer or subletting is made under a tribunal order.
- (b) The lessor must act reasonably in failing to agree to the transfer or subletting.
- (c) The lessor is taken to act unreasonably in failing to agree to the transfer or subletting if the lessor acts in a capricious or retaliatory way.
- (d) The lessor or the lessor's agent must not require the tenant to pay, or accept from the tenant, an amount for the lessor's agreement to a transfer or subletting by the tenant, other than an amount for the reasonable expenses incurred by the lessor in agreeing to the transfer or subletting.

35 State assisted lessors or employees of lessor – s 237

- (a) This clause applies if –
 - (1) the lessor is the State; or
 - (2) the lessor is an entity receiving assistance from the State to supply rented accommodation; or
 - (3) the tenant's right to occupy the premises comes from the tenant's terms of employment.
- (b) The tenant may transfer the whole or part of the tenant's interest under this agreement, or sublet the premises, only if the lessor agrees in writing to the transfer or subletting.

Division 8 When agreement ends

36 Ending of agreement – s 277

- (a) This agreement ends only if –
 - (1) the tenant and the lessor agree in writing; or
 - (2) the lessor gives a notice to leave the premises to the tenant and the tenant hands over vacant possession of the premises to the lessor on or after the handover day; or
 - (3) the tenant gives a notice of intention to leave the premises to the lessor and hands over vacant possession of the premises to the lessor on or after the handover day; or



- (4) a tribunal makes an order terminating this agreement; or
- (5) the tenant abandons the premises; or
- (6) after receiving a notice from a mortgagee under section 317, the tenant vacates, or is removed from, the premises.

Note – For when a notice to leave or a notice of intention to leave may be given and its effect and when an application for a termination order may be made to a tribunal, see the information statement.

- (b) Also, if a sole tenant dies, this agreement terminates in accordance with section 277(7) or (8).

Note – See the information statement for details.

37 Condition premises must be left in – s 188(4)

At the end of the tenancy, the tenant must leave the premises, as far as possible, in the same condition they were in at the start of the tenancy, fair wear and tear excepted.

Examples of what may be fair wear and tear –

- wear that happens during normal use;
- changes that happen with ageing.

38 Keys

At the end of the tenancy, the tenant must return to the lessor all keys for the premises.

39 Tenant's forwarding address – s 205(2)

- (a) When handing over possession of the premises, the tenant must, if the lessor or the lessor's agent asks the tenant in writing to state the tenant's new residential address, tell the lessor or the agent the tenant's new residential address.
- (b) However, subclause (1) does not apply if the tenant has a reasonable excuse for not telling the lessor or agent the new address.

40 Exit condition report – s 66

- (a) As soon as practicable after this agreement ends, the tenant must prepare, in the approved form, and sign a condition report for the premises and give 1 copy of the report to the lessor or the lessor's agent.

Example of what might be as soon as practicable – when the tenant returns the keys to the premises to the lessor or the lessor's agent.

Note – For the approved form for the condition report, see the information statement. The report may be very important in deciding who is entitled to a



refund of the rental bond if there is a dispute about the condition of the premises.

- (b) The lessor or the lessor's agent must, within 3 business days after receiving the copy of the report –
 - (1) sign the copy; and
 - (2) if the lessor or agent does not agree with the report – show the parts of the report the lessor or agent disagrees with by marking the copy in an appropriate way; and
 - (3) if the tenant has given a forwarding address to the lessor or agent – make a copy of the report and return it to the tenant at the address.
- (c) The lessor or agent must keep a copy of the condition report signed by both parties for at least 1 year after this agreement ends.

41 Goods or documents left behind on premises – ss 363 and 364

- (a) The tenant must take all of the tenant's belongings from the premises at the end of the tenancy.
- (b) The lessor may not treat belongings left behind as the lessor's own property, but must deal with them under sections 363 and 364.

Note – For details of the lessor's obligations under sections 363 and 364, see the information statement. They may include an obligation to store goods and may allow the lessor to sell goods and pay the net sale proceeds (after storage and selling costs) to the public trustee.

Division 9 Miscellaneous

42 Supply of goods and services – s 171

- (a) The lessor or the lessor's agent must not require the tenant to buy goods or services from the lessor or a person nominated by the lessor or agent.
- (b) Subclause (1) does not apply to a requirement about a service charge.

Note – See section 164 for what is a service charge.

43 Lessor's agent

- (a) The name and address for service of the lessor's agent is stated in this agreement for item 3.
- (b) Unless a special term provides otherwise, the agent may –
 - (1) stand in the lessor's place in any application to a tribunal by the lessor or the tenant; or



- (2) do any thing else the lessor may do, or is required to do, under this agreement.

44 Notices

- (a) A notice under this agreement must be written and, if there is an approved form for the notice, in the approved form.
- Note – Download approved forms via the RTA website rta.qld.gov.au.*
- (b) A notice from the tenant to the lessor may be given to the lessor's agent.
- (c) A notice may be given to a party to this agreement or the lessor's agent –
- (1) by giving it to the party or agent personally; or
 - (2) if an address for service for the party or agent is stated in this agreement for item 1, 2 or 3 – by leaving it at the address, sending it by prepaid post as a letter to the address; or
 - (3) if a facsimile number for the party or agent is stated in this agreement for item 1, 2 or 3 and item 4 indicates that a notice may be given by facsimile – by sending it by facsimile to the facsimile number in accordance with the *Electronic Transactions (Queensland) Act 2001*; or
 - (4) if an email address for the party or agent is stated in this agreement for item 1, 2 or 3 and item 4 indicates that a notice may be given by email – by sending it electronically to the email address in accordance with the *Electronic Transactions (Queensland) Act 2001*.
- (d) A party or the lessor's agent may withdraw his or her consent to notices being given to them by facsimile or email only by giving notice to each other party that notices are no longer to be given to the party or agent by facsimile or email.
- (e) If no address for service is stated in this agreement for item 2 for the tenant, the tenant's address for service is taken to be the address of the premises.
- (f) A party or the lessor's agent may change his or her address for service, facsimile number or email address only by giving notice to each other party of a new address for service, facsimile number or email address.
- (g) On the giving of a notice of a new address for service, facsimile number or email address for a party or the lessor's agent, the address for service, facsimile number or email address stated in the notice is taken to be the party's or agent's address for service, facsimile number or email address stated in this agreement for item 1, 2 or 3.
- (h) Unless the contrary is proved –
- (1) a notice left at an address for service is taken to have been received by the party to whom the address relates when the notice was left at the address; and
 - (2) a notice sent by post is taken to have been received by the person to whom it was addressed when it would have been delivered in the ordinary course of post; and
 - (3) a notice sent by facsimile is taken to have been received at the place where the facsimile was sent when the sender's facsimile machine



- produces a transmission report indicating all pages of the notice have been successfully sent; and
- (4) a notice sent by email is taken to have been received by the recipient when the email enters the recipient's email server.



Signing page

Executed as an agreement

Lessor/agent

Signed by

sign here ►

Lessor/agent

print name _____

Tenant

Signed by

sign here ► DocuSigned by:
Jane Smith
_____ BE517D314C8E4D0...
Tenant

print name Jane Smith _____

Tenant

Signed by

sign here ► _____
Tenant

print name _____

The tenant/s must receive a copy of the information statement (Form 17a) and a copy of any applicable by-laws if copies have not previously been given to the tenant/s.

Note - Do not send to the RTA—give this form to the tenant/s, keep a copy for your records.



Schedule 1 – Additional Terms

This Schedule 1 details additional terms to the Tenancy Agreement made between the Landlord and the Tenant.

1 DEFINITIONS AND INTERPRETATION

1.1 Definitions

With respect to Schedule 1 of the Tenancy Agreement, the following terms shall have the following meanings:

Act means the *Residential Tenancies and Rooming Accommodation Act 2008 (Qld)*;

Additional Terms means the additional terms as set out in this Schedule 1 and forming part of the Tenancy Agreement;

Apartment Common Areas means all areas in a multi-bed apartment for shared use by the occupiers of the multi-bed apartment;

Bond means the amount payable and manner of payment specified in clause 13 in the Standard Terms;

Check-In Date means the date on which the Tenant physically checks-in to the Premises, which may be different from the Start Date;

Common Areas means all areas which are provided within the Location for shared use by the occupiers of the Location;

End Date means the date on which the Tenancy Agreement expires and the date on which the Tenant must vacate the Premises, as specified in item 6 in the Standard Terms;

Guidelines means all guidelines of the Landlord issued from time to time which may impact upon the Tenant's use and occupation of the Location including but not limited to fire rules, health and safety policies, the resident rules and any other house rules, copies of which are provided at the Location and may be made available on request;

Location means the accommodation facility at the address at which the Premises is located, as specified in item 5 in the Standard Terms;

Personal Information has the meaning given by the Privacy Act;

Premises means the premises specified in item 5 in the Standard Terms, or any other alternative accommodation provided to the Tenant by the Landlord pursuant to clause 4.11 in the Additional Terms from time to time;

Premises Items means the furniture and contents in the Premises as specified in Attachment 1, Part A;

Privacy Act means the *Privacy Act 1988 (Cth)* including the privacy principles applicable to the private sector (being the Australian Privacy Principles);

Property Manager means the person appointed by the Landlord to act as property manager;

Property Management means the Property Manager, and any such other senior member of staff as may be designated as such by the Landlord from time to time;



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Rent means the amount payable and manner of payment specified in clause 8 in the Standard Terms;

Shared Items means those items detailed in Attachment 1 and any other items within the Common Areas provided for use by the occupiers of the Location, such items which may be amended by the Landlord from time to time; and

Standard Terms means the standard terms forming part of the Tenancy Agreement;

Start Date means the commencement of the Term from which the Tenant is entitled to start occupying the Premises, as specified in item 6 in the Standard Terms;

Tenancy Agreement means this residential tenancy agreement including these Additional Terms; and

Term means the period from the Start Date to the End Date inclusive as specified in item 6 in the Standard Terms.

1.2 Interpretation

Any obligation on the part of the Tenant shall where appropriate include a further obligation to ensure the Tenant's visitors comply with it.

2 THE TENANT'S OBLIGATIONS

2.1 Minors

If, at the time of entering into this Tenancy Agreement, the Tenant is under the age of 18 years:

- (a) the Tenant must give to the Landlord a guarantee from a person over the age of 18 years in favour of the Landlord to secure performance of the Tenant's obligations under this Tenancy Agreement; and
- (b) this Tenancy Agreement only becomes valid and binding on the Landlord if the Landlord has received the signed guarantee in accordance with clause 2.1(a) in the Additional Terms.

2.2 Rent and Bond

- (a) The Tenant must:
 - (1) pay the Rent in the manner described in clause 8 in the Standard Terms without any deduction or set-off;
 - (2) pay the Bond in the manner described in 13 in the Standard Terms; and
 - (3) comply with all legislation and the Guidelines.
- (b) Where the Tenant fails to pay rent in accordance with the Tenancy Agreement, without prejudice to any course of action by the Landlord and subject to the Act, the breach may be referred by Property Management to the Landlord and may be dealt with in accordance with the Guidelines.

2.3 Condition report

Subject to the Act, the Tenant:



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- (a) must mark a copy of the condition report to show any parts the Tenant disagrees with and sign and return the copy to the Property Management within 72 hours of the Check-In Date;
- (b) accepts the Premises as being in good and habitable repair and condition and fit for the purposes for which they are let and/or intended to be used if the Tenant does not inform the Property Management in writing of any defects within 72 hours of the Check-In Date, in accordance with clause 2.3(a) in the Additional Terms; and
- (c) accepts the Premises Items are present in the Premises, if the Tenant does not inform the Property Management in writing that Premises Items are missing within 72 hours of the Check-In Date, in accordance with clause 2.3(a) in the Additional Terms.

2.4 Shared Items

- (a) The Tenant acknowledges and agrees that the Shared Items may vary from time to time during the Term.
- (b) This Tenancy Agreement will continue in full force and effect and the Tenant will have no claim against the Landlord as a result of the condition or removal of any Shared Items.

2.5 Care of the Premises and Common Areas

The Tenant agrees to:

- (a) maintain the Premises and, with the other residents of the Location, the Common Areas in at least as good repair, decorative order and clean condition as they are in on the Check-In Date (as determined in accordance with clause 2.3 in the Additional Terms);
- (b) maintain the Premises Items and, with the other residents of the Location, the Shared Items in at least as good repair and condition as they are in on the Check-In Date (as determined in accordance with clause 2.3 in the Additional Terms) except for fair wear and tear;
- (c) not remove any of the Premises Items from the Premises or the Shared Items from the Common Areas;
- (d) not install or remove any fixture or renovate or alter the Premises or Common Areas without the Landlord's prior written approval;
- (e) not litter or obstruct the use of the Common Areas;
- (f) pay to the Landlord the reasonable cost of repairing any damage to the Premises and/or replacing any of the Premises Items as often as such damage occurs; and
- (g) pay to the Landlord the reasonable cost of repairing any damage to the Common Areas and/or replacing any of the Shared Items, or a reasonable percentage of such cost if damage is caused by the Tenant alone or in conjunction with other residents, but excluding fair wear and tear.

2.6 Inspections and cleaning

- (a) The Tenant agrees to allow the Property Manager (or its designated agents) access to the Premises to conduct inspections of the Premises as permitted



- under the Act, and maintenance as required under clause 3 in the Additional Terms.
- (b) The Tenant agrees to allow the Property Manager (or its designated agents) to take photos of the Premises during inspections for the Property Manager's records.
 - (c) If the Property Manager deems the Premises unsanitary, the Property Manager may issue a notice to the Tenant requiring the tenant to:
 - (1) remedy the situation within the timeframe stated in the notice (or as otherwise stipulated in the Act); or
 - (2) cover the reasonable costs of the Property Manager arranging for the Premises to be cleaned.
 - (d) If the Property Manager deems that the Tenant has failed to satisfactorily comply with clause 2.6(c) in the Additional Terms, the failure may result in the Landlord:
 - (1) issuing a notice of breach of agreement in accordance with the Act; or
 - (2) remedying the situation at the Tenant's cost.

2.7 Tenant's own belongings and equipment

- (a) The Tenant agrees to:
 - (1) only keep or use items which are the sort of item normally kept by residents in properties of this type in the city of the Location (each a **Qualifying Item**), not including any illegal or illicit substances; and
 - (2) keep any such Qualifying Item in a safe condition, use it in a safe and proper manner and (if electrical) ensure that at all times it has a valid safety certificate issued by a qualified electrician.
- (b) The Tenant acknowledges and agrees that the Landlord is not liable in respect of any loss, damage or theft of any Qualifying Item and it is the Tenant's responsibility to take out adequate insurance for all Qualifying Items.

2.8 Nuisance

- (a) The Tenant agrees to and ensure that its guests agree to:
 - (1) not cause any excessive or unnecessary noise anywhere in the Location;
 - (2) not cause any noise in the Premises which is audible outside of the Premises;
 - (3) not cause any other occupier of the Location or neighbouring property any disturbance, distress, annoyance, inconvenience or damage to their property;
 - (4) not keep or use anywhere in the Location drugs or other items of which the possession or use is prohibited by statute;
 - (5) not keep or use any firearms, offensive weapons, explosives, candles or flammable materials;
 - (6) not remove, relocate, interfere or tamper with any firefighting equipment, smoke alarms or any other safety equipment, prop open any fire doors or disengage door closure mechanisms;



- (7) not remove, relocate, interfere or tamper with any air-conditioning systems, heating systems, blinds, plumbing, electrical fittings or other equipment or services at the Location;
 - (8) in addition to any repercussions under the Guidelines, pay on demand any charges from the relevant fire authority if he/she sets off a fire alarm without due cause (even if accidentally) or removes, interferes with the operation of or otherwise tampers with any firefighting equipment or any other safety equipment;
 - (9) not smoke, or permit any smoking, within the Premises or the Location; and
 - (10) not keep any animals (including pets, reptiles or birds) at the Premises without the Landlord's prior written consent, which consent may be withheld in the Landlord's sole discretion.
- (b) If the Tenant fails to comply with clause 2.8(a)(6) in the Additional Terms, the failure will be referred to the Property Manager and may result in the Landlord issuing a notice of breach of agreement in accordance with the Act.

2.9 Proper use of the Premises and Common Areas

The Tenant agrees to:

- (a) use the Premises for residential purposes only;
- (b) subject to clause 5 in the Additional Terms, only allow the number of persons listed in this Tenancy Agreement to reside in the Premises;
- (c) not use open deep fat frying or gas cooking equipment anywhere in the Location;
- (d) except as provided for in the Location by the Landlord, not use baths (including bucket baths), pools and other inflatable water storage, washing and drying machines, bidets or similar, gas cooking equipment and any additional plumbing fixtures anywhere in the Location;
- (e) not, without the prior written consent of the Property Management (which must not be unreasonably withheld), bring any furniture into the Premises or Location;
- (f) dispose of all food and other waste in the appropriate refuse containers;
- (g) use the Common Areas, Shared Items and Premises Items in a responsible and careful manner and for the purpose(s) they were designed to be used;
- (h) use the swimming pool provided for in the Location by the Landlord (if any) only at the times and in the manner permitted by the Property Management; and
- (i) not exceed the total load capacity of the electric sockets in the Premises or the Common Areas or use faulty appliances.

2.10 Other requirements

The Tenant agrees to:

- (a) comply with the terms of the Guidelines, copies of which the Tenant acknowledges receiving on or prior to the Check-In Date;
- (b) comply with all reasonable requests or instructions relating to the use and occupation of the Location which may be issued from time to time by any



- member of the Property Management and any officer of the emergency services in attendance;
- (c) afford the due courtesy and respect to any member of the Property Management;
- (d) not park any car or vehicle in any parking space in or neighbouring the Location unless such car parking space has been allocated to the Premises;
- (e) not allow visitors to park in a parking space in or neighbouring the Location other than in a parking space specifically allocated to visitors;
- (f) not make a copy of any keys, swipe cards and/or fobs without the prior written consent of the Landlord;
- (g) not do anything at the Location or using the Premises Items or Shared Items which violates any local, state or federal laws; and
- (h) not tamper with or change any door or window locks in the Premises or Common Areas.

2.11 End of Tenancy Agreement

When this Tenancy Agreement comes to an end (however that may be), the Tenant agrees to:

- (a) notify the Property Manager to conduct an inspection of the Premises and the Premises Items;
- (b) accompany the Property Manager on an inspection of the Premises and Premises Items and countersign the completed condition report upon completion of such inspection (if the Tenant fails to accompany the Property Manager on the inspection, the Property Manager will conduct the inspection in the absence of the Tenant). The Tenant is entitled to endorse the condition report with comments on its accuracy;
- (c) vacate the Premises and remove all of his/her belongings from the Location (including, but not limited to, any fixtures, alterations, additions or renovations installed by or on behalf of the Tenant), and leave the Premises and Premises Items in the same state and condition as at the Check-In Date, fair wear and tear excepted; and
- (d) give to the Property Manager all keys, swipe cards and/or fobs to the Location and the Premises, including any car park stickers issued to the tenant. Subject to the Act, the Tenant must pay the Landlord a reasonable administrative /replacement charge on demand (calculated at the absolute discretion of the Landlord) for any such item not returned.

2.12 Keep the Property Management informed

The Tenant agrees to inform the Property Management, in writing, of:

- (a) any damage to the Premises, the Location, Premises Items or Shared Items as soon as it is discovered and in any event no later than 48 hours after it occurs or is identified;
- (b) any change in the Tenant's status as a student;
- (c) the Tenant's contact details and the Tenant's emergency contact person's details in the event of an emergency; and
- (d) the Tenant's forwarding address on vacation of the Location.



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3 LANDLORD'S OBLIGATIONS

- (a) The Landlord will provide the following facilities for the Term, to the extent that they do not fall within the Tenant's obligations referred to in clause 2 in the Additional Terms:
- (1) maintenance and repair of the Location;
 - (2) operation, inspection, servicing and repair of plant, machinery and equipment in the Location which belongs to the Landlord;
 - (3) provision, repair and maintenance of the Shared Items;
 - (4) provision of the Premises Items at the Check-In Date;
 - (5) periodic cleaning of and removal of rubbish from the Common Areas;
 - (6) provision of firefighting equipment and smoke alarms (if required by legislation) in the Common Areas and the payment of all charges in connection with its rental, installation and maintenance;
 - (7) an adequate supply of hot water for normal domestic use;
 - (8) reasonably adequate heating in the Location having regard to prevailing weather conditions; and
 - (9) a copy of the Guidelines, including the complaints procedure.
- (b) Without prejudice to the terms and conditions of this agreement, the Landlord shall not incur any liability for any temporary failure or interruption, nor for any loss arising from such temporary failure or interruption, in the provision of any of the facilities listed in clause 3(a) in the Additional Terms which arises for reasons beyond the Landlord's control.
- (c) The Landlord may, in its sole discretion, restrict access to the Common Areas for the purposes of cleaning or for any health, safety or security reasons.

4 ADDITIONAL MATTERS

4.1 Exclusive Possession

Unless the Premises is a twin-share room (in which case clause 5 applies), the Tenant's right to occupy the Premises is on an exclusive basis.

4.2 Transfer of tenancy or sub-letting by tenant

- (a) For the purposes of this clause 4.1 in the Additional Terms, a **Suitable Replacement Person** is another person actively pursuing or attending a course of study who would not be vacating accommodation let or licensed from the Landlord or a related entity of the Landlord as a result of his/her move to the Premises.
- (b) The Tenant may transfer their rights as tenant under this Tenancy Agreement only if:
- (1) a Suitable Replacement Person (found by the Tenant) has entered into a tenancy agreement (similar in form to this Tenancy Agreement) with the Landlord;



- (2) the Suitable Replacement Person has provided a replacement bond to the Landlord;
 - (3) the Landlord gives written consent to the transfer;
 - (4) the Tenant has paid to the Landlord all reasonable administrative charges incurred in connection with the transfer, up to a maximum of \$1,000; and
 - (5) the Tenant pays all rent and charges up to the commencement date of the new tenancy agreement for the Premises.
- (c) If no Suitable Replacement Person can be found by the Tenant, this Tenancy Agreement cannot be terminated or otherwise transferred by the Tenant except in accordance with the Act.
 - (d) The Tenant must not sub-let the Premises.

4.3 Surveillance equipment

- (a) The Landlord discloses and the Tenant acknowledges that closed circuit television (CCTV) cameras, data sensors, foot traffic counters and other surveillance equipment added by the Landlord from time to time (**Surveillance Equipment**) may be installed in or around the Common Areas and the Location, but excluding the Premises.
- (b) The Tenant acknowledges that the Tenant's image may be captured by the Surveillance Equipment and the Tenant consents to the use of the Surveillance Equipment in or around the Common Areas and the Location.

4.4 Information and communications technology

- (a) The Tenant acknowledges that any information and communications technology (including but not limited to data network cabling and telephone cabling) installed at the Location belongs to the Landlord. The Tenant must:
 - (1) only connect to the information and communications technology with the recommended cables;
 - (2) not remove or alter the information and communication technology; and
 - (3) comply with the requirements of the Property Manager from time to time in relation to use of the information and communications technology.
- (b) If the Landlord, through a third party internet service provider, provides an internet service at the Location for use by the Tenant, the Tenant must:
 - (1) comply with the Landlord's internet use policy (if applicable);
 - (2) use the internet service in a manner which does not interfere with or disrupt other residents use of the internet service;
 - (3) not disclose passwords or usernames to any other occupancy, visitor, neighbour or third party; and
 - (4) not use the internet service for any unauthorised, criminal or illegal activity.
- (c) If the Landlord provides a paid television service at the Location for use by the Tenant, the Tenant must:



- (1) comply with the Landlord's paid television service policy (if applicable);
 - (2) use the paid television service in a manner which does not interfere with or disrupt other residents use of the paid television service;
 - (3) not disclose passwords or usernames to any other occupancy, visitor, neighbour or third party; and
 - (4) not use the paid television service for any unauthorised, criminal or illegal activity.
- (d) The Landlord may terminate a Tenant's access to the internet service if the Landlord has reasonable grounds to suspect misuse, inappropriate or unauthorised use of the internet service.
- (e) The Landlord may, in its sole discretion and without notice to the Tenant, terminate a Tenant's access to the paid television service or remove the paid television service from the Location.
- (f) If clauses 4.4(d) or 4.4(e) occur, the Tenant acknowledges that the Tenancy Agreement will continue in full force and effect and the Landlord will not be liable to the Tenant for any compensation.

4.5 Personal Information

- (a) The Tenant acknowledges and agrees that the Landlord will handle the Tenant's Personal Information (and all third party Personal Information provided by the Tenant) in accordance with the Privacy Act and the Landlord's privacy policy (as may be updated from time to time) located at <https://www.scape.com/en-au/about/privacy> (**Privacy Policy**).
- (b) If the Tenant gives the Landlord Personal Information about a third party, the Tenant warrants that it has the consent of that third party to provide their information to the Landlord, and for the Landlord to handle their Personal Information in accordance with the Tenancy Agreement and the Privacy Policy.
- (c) The Tenant consents to the Landlord disclosing their Personal Information outside of Australia to the Landlord's related entities and any third party service providers, to the Tenant's nominated emergency contacts and as otherwise required or permitted by law.

4.6 Landlord not liable

- (a) Subject to the Act, the Landlord shall have no liability to the Tenant for any loss, expense, damage or theft (howsoever arising) under or in connection with this Tenancy Agreement, or by virtue of any act or omission of the Property Management or any member thereof, except where any such loss, expense, damage or theft is caused by any negligent act or omission by the Landlord, the Property Management or the Landlord's agents;
- (b) If the Landlord is found to be liable to the Tenant, the Landlord's liability to the Tenant shall be limited to any payments actually paid by the Tenant to the Landlord.

4.7 Release

To the fullest extent permitted by law and subject to the Act, the Tenant releases the Landlord from all claims, injury, loss or damage of any nature that the Tenant or any invitee of the Tenant might suffer or sustain:



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- (a) whilst in the Location;
- (b) arising from or in connection with the Tenant's use of the Premises, Apartment Common Areas (if applicable), the Common Areas or any of the facilities or services at the Location; or
- (c) arising from or in connection with any act or omission of another resident.

4.8 Right of entry

- (a) Subject to the Act and with prior written notice, the Tenant agrees that the Landlord has the right for itself and for anyone authorised by the Landlord (including the police) to enter the Premises at all reasonable times for any purpose connected with this Tenancy Agreement or its operation.
- (b) The Tenant acknowledges that the Landlord, or anyone authorised by the Landlord, has a right to access the Common Areas and the Apartment Common Areas (if applicable) at any time without notice.

4.9 Works

The Landlord reserves the right to carry out or to commission any maintenance, alterations or building works in the Location or on adjoining or neighbouring property and the Landlord shall not be liable for any disturbance or inconvenience caused to the Tenant by such works.

4.10 Agreement with other residents

The Tenant agrees that it cannot in any circumstances compel the Landlord to take action against any other resident in relation to breaches of that resident's tenancy agreement;

4.11 Alternative accommodation

Subject to agreement between the Landlord and Tenant, the Landlord may at any time during the Term move the Tenant to alternative accommodation provided that:

- (a) the Tenant is given reasonable notice;
- (b) the alternative accommodation is not materially less suitable than the Premises; and
- (c) the Tenant will occupy the alternative accommodation on the terms of this Tenancy Agreement so far as relevant.

4.12 Notice

- (a) In this Tenancy Agreement, reference to notice means notice in writing.
- (b) Any notice or other writing served by the Landlord is valid and effective if signed by the Landlord or the Property Management or signed by an attorney, director, company secretary, authorised officer or solicitor of the Landlord.
- (c) Subject and in addition to clause 44 in the Standard Terms, the Tenant acknowledges that any notice or other writing is sufficiently served on the Tenant if served personally or if forwarded to the Tenant by email or other electronic means, courier, facsimile or post to the Premises or the last address of the Tenant known to the Landlord or the Property Management.



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- (d) It is the Tenant's responsibility to inform the Landlord or the Property Management in accordance with this clause 4.12 in the Additional Terms and clause 44 in the Standard Terms if any of the Tenant's details change in respect of clause 4.12(c) in the Additional Terms.

4.13 Emergency

- (a) The Tenant acknowledges that the Landlord and/or the Property Management may contact the Tenant's emergency contact person in the event of an emergency.
- (b) The Tenant acknowledges and agrees that the Landlord and/or the Property Management may provide Personal Information concerning the Tenant's health and safety or any other information that is required in an emergency to the Tenant's emergency contact person, authorities, the Tenant's educational institution and health professionals.

4.14 Damage and destruction of Premises

- (a) In the event that the Premises is damaged or destroyed so as to be unfit for occupation and use then the Landlord shall request the Tenant to indicate whether alternative accommodation is required. The Tenant shall respond to the Landlord within seven (7) working days indicating whether such alternative accommodation is required. If the Tenant requires alternative accommodation then this Tenancy Agreement shall continue in full force and effect. If the Tenant does not require alternative accommodation then this Tenancy Agreement will terminate.
- (b) Notwithstanding that the Landlord may have provided alternative accommodation to the Tenant under clause 4.14(a) in the Additional Terms, the Landlord may terminate this Tenancy Agreement, including the Tenant's use of the alternative accommodation, at the end of the academic term in which the Premises is damaged or destroyed as referred to in clause 4.14(a) in the Additional Terms.

4.15 Termination prior to Commencement Date

- (a) Prior to the date that is thirty (30) days before the Start Date, the tenant may terminate this Tenancy Agreement on written notice to the Landlord.
- (b) Subject to the Act, the Landlord may recover the reasonable costs incurred in reletting the Premises as a result of the Tenant terminating the Tenancy Agreement under clause 4.15(a) in the Additional Terms.

4.16 Breach

- (a) Despite any other provision in this Tenancy Agreement, if the Landlord reasonably determines that the Tenant has committed a serious breach of this Tenancy Agreement, the Landlord may give the Tenant a notice to remedy the breach or a notice to vacate, in accordance with the Act.
- (b) Subject to the Act, if this Tenancy Agreement is terminated as a result of the Tenant's breach, the Tenant is liable to pay to the Landlord reasonable costs incurred by the Landlord in re-letting the Premises.



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4.17 GST

- (a) Any reference in this clause to a term defined or used in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth) is, unless the context indicates otherwise, a reference to that term as defined or used in that Act.
- (b) Unless expressly included, the consideration for any supply made under or in connection with this Tenancy Agreement does not include an amount on account of GST in respect of the supply (GST Exclusive Consideration) except as provided under this clause.
- (c) To the extent that GST is payable in respect of any supply made by a party (**Supplier**) under or in connection with this Tenancy Agreement, the consideration to be provided under this Tenancy Agreement for that supply (unless it is expressly stated to include GST) is increased by an amount equal to the GST Exclusive Consideration (or its GST exclusive market value if applicable) multiplied by the rate at which GST is imposed in respect of the supply.
- (d) The recipient must pay the additional amount payable under clause 4.17(c) in the Additional Terms to the Supplier at the same time as the GST Exclusive Consideration is otherwise required to be provided.

5 Twin-share room

Where the Premises is a twin-share room, the Tenant acknowledges and agrees that:

- (a) the Tenant's right to occupy that part of the Premises as marked on the annexed plan is on an exclusive basis (**Exclusive Area**);
- (b) the Tenant's right to occupy that part of the Premises which does not include an Exclusive Area is on a non-exclusive shared basis;
- (c) the Landlord may, at any time during the Term and without notice to or the consent of the Tenant, enter into a tenancy agreement with any other person to allow that person to share occupancy of the Premises, except for the Exclusive Area;
- (d) the Tenant must not object to or in any way hinder the Landlord entering into a tenancy agreement with another person, including the identity of that person, in accordance with clause 5(c) in the Additional Terms;
- (e) the number of occupants in the Premises will not exceed the number of beds in the Premises;
- (f) the Tenant must at all times behave in an appropriate manner as to not cause any disturbance, distress, annoyance or inconvenience to another occupier of the Premises;
- (g) the Tenant's Bond or Rent will not be varied or affected if any other person occupies the Premises in accordance with clause 5(c) in the Additional Terms; and
- (h) if any other person occupies the Premises in accordance with clause 5(c) in the Additional Terms, this Tenancy Agreement will continue in full force and effect.



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6 Multi-bed apartment

Where the Premises is located within a multi-bed apartment, the Tenant acknowledges and agrees that:

- (a) the Tenant's right to occupy the Premises is on an exclusive basis;
- (b) the Tenant's right to occupy the Apartment Common Areas is on a non-exclusive shared basis with the other tenants of the multi-bed apartment;
- (c) the Landlord may, at any time during the Term grant a right of occupancy to additional residents to occupy other rooms within the apartment;
- (d) if any other person is entitled to occupy the apartment in accordance with clause 6(c) in the Additional Terms:
 - (1) the Tenant's Bond or Rent will not be varied or affected; and
 - (2) this Tenancy Agreement will continue in full force and effect;
- (e) the Tenant must at all times behave in an appropriate manner as to not cause any disturbance, distress, annoyance or inconvenience to another occupier of the apartment; and
- (f) a reference in this Tenancy Agreement to Tenant's obligations in relation to Common Areas, includes the Apartment Common Areas.



Attachment 1

Premises Items and Shared Items

Part A - Premises Items

- As per entry condition report

Part B - Shared Items

- All common area items located in all the Common Areas (including courtyard, gym, laundry and bike storage) and throughout building corridors and any other items issued by the Landlord or the Property Management for resident use.



_____, am the parent / guardian of _____
(the Tenant).

I acknowledge that the Tenant is entering into this Tenancy Agreement with the Landlord and I guarantee performance of the Tenant's obligations under this Tenancy Agreement.

Guarantor

Signed, sealed and delivered by

in the presence of

sign here ► _____ *sign here* ► _____
Witness

print name _____ *print name* _____