

This Tenancy Agreement is made on _____

ITEM 1 LESSORinitials

Name: _____

Company Name: _____

ACN / ABN: _____

ITEM 2 AGENT

Name: Red Brick Properties

trading as Red Brick Properties Pty Limited as trustee for Red Brick Properties Trust

Licence Number: 18402222

ACN / ABN: 64 724 908 586

Address: Unit 5

44-52 Townshend Street

Suburb: Phillip

State: ACT

Postcode: 2606

Phone: 0455 559 622

Facsimile: _____

Mobile: 0455559622

Email: nalin@redbrickproperties.com.au

ITEM 3 TENANTinitials

First Name

Surname

Tenant contributing to bond

1.

Yes / No

2.

Yes / No

3.

Yes / No

4.

Yes / No

Company Name: _____

ACN / ABN: _____

ITEM 4 PREMISESinitials

Block: _____

Section: _____

Division: _____

Unit No: _____

Units Plan: _____

Address: _____

Suburb: _____

State: _____

Postcode: _____

ITEM 5 NUMBER OF OCCUPANTSinitials

Maximum number of persons permitted to occupy the Premises: _____

ITEM 6 FIXED TERM TENANCYinitials

The term of this Tenancy Agreement is for: _____

weeks / months / years

commencing on: _____

and ending on: _____

Where the Term is for a fixed period and the Tenant remains in occupation of the Premises following the expiry of the Term, the Tenant acknowledges and agrees that the terms of this Tenancy Agreement will continue to apply (i.e a periodic tenancy commencing on the expiry of the Term).

ITEM 7 PERIODIC TENANCYinitials

This agreement commences on: _____

ITEM 8 RENTinitials

The rent equates to \$ _____

per week payable at the rate of \$ _____

per week / fortnight / calendar month

payable in advance commencing on _____

The parties agree that the rent will increase during the term of the Tenancy Agreement in the following manner:

 \$ CPI Market Review Annual CPI Increases on _____ % above the rent payable immediately prior to the increase

on _____

ITEM 9 PAYMENT

initials

The method by which the rent must be paid:

- Bank Cheque / Money Order made out to:
- DEFT Payment Systems: Biller Code: Ref No.
- Direct Debit to commence on
- Other:

ITEM 10 BOND

initials

 \$ being an amount equivalent to four weeks rent or \$

 Lodged with the ACT Office of Rental Bonds
*Note: Bond to be lodged with the **ACT Office of Rental Bond****Address for service of documents - ACT Office of Rental Bonds**

Any notice or other document to be issued by the ACT Office of Rental Bonds to the Lessor or the Agent is to be delivered to the following address:

nalin@redbrickproperties.com.au

Any notice or any document issued by the ACT Office of Rental Bonds to the Tenant is to be delivered to the following address (an email address should be provided for each Tenant contributing to the bond). Please notify the ACT Office of Rental Bonds should you not wish to receive documents by email:

ITEM 11 EMERGENCY TRADESPEOPLE

initials

As notified by the Lessor or the Agent from time to time.

ITEM 12 CONDITION OF PREMISES

initials

The Premises provided are:

- Unfurnished.
- Partially furnished as stipulated in the inventory and condition report.
- Furnished as stipulated in the inventory and condition report.

ITEM 13 SALE OF PREMISES

(refer to section 46B(1)(a) of the Residential Tenancies Act)

initials

Does the Lessor intend to sell the Premises within six (6) months of the commencement of this Tenancy Agreement?

- Yes
- No

ITEM 14 FAIR CLAUSE FOR POSTED PEOPLE

(refer to Additional Clause 101)

initials

Does a Fair Clause for Posted People apply to this Tenancy Agreement?

- Yes
- No

ITEM 15 BREAK LEASE CLAUSE

(refer to Additional Clause 102)

initials

Does a Break Lease Clause apply to this Tenancy Agreement?

- Yes
- No Please refer to R.T.A. Part 6, Division 6.5 – Section 84

ITEM 16 PETS

(refer to Additional Clause 106)

initials

Is the Tenant required to obtain the Lessor's prior written consent to the keeping of an animal on the Premises?

- Yes
- No



ITEM 17 ADDRESS FOR SERVICE OF DOCUMENTS

initials

- (1) Any notice or other document may be delivered by email, post, registered courier or in person to the Lessor at:
- (a) the address of the Agent; or
- (b) the following address _____
- (2) Any notice or other document may be delivered by email, post, registered courier or in person to the Tenant at:
- (a) the Premises; or
- (b) the following address _____
- (3) The parties acknowledge that any notice served in accordance with any of the above methods identified shall be valid.

DRAFT

ADDITIONAL CLAUSES
Clause 101 - Termination because of posting

- (1) This clause applies if Item 14 is marked "Yes".
- (2) This Tenancy Agreement may be terminated:
 - (a) if the Lessor is posted to Canberra in the course of the Lessor's employment - by the Lessor giving the Tenant at least 8 weeks written notice; or
 - (b) if the Tenant is posted away from Canberra in the course of the Tenant's employment - by the Tenant giving the Lessor at least 8 weeks written notice.
- (3) A notice under subclause (1) must be accompanied by evidence of the posting (for example a letter from the employer of the Lessor or Tenant confirming the details of the posting).
- (4) The Tenancy Agreement ends:
 - (a) 8 weeks after the day a notice is received under subclause (1); or
 - (b) if a later date is stated in the notice - on the stated date.

Clause 102 - Termination before end of fixed term—fee for breaking lease
initials

- (1) This clause applies if Item 15 is marked "Yes" and this Tenancy Agreement is for a fixed term.
- (2) If the Tenant ends this Tenancy Agreement before the end of the Term (other than for a reason provided for by the *Residential Tenancies Act 1997* (ACT) or this Tenancy Agreement), the Tenant must pay a fee (a **break fee**) of the following amount:
 - (a) if the Term is 3 years or less:
 - (i) if less than half of the Term has expired—6 weeks rent; or
 - (ii) in any other case—4 weeks rent;
 - (b) if the Term is more than 3 years—the amount agreed between the Lessor and Tenant.
- (3) The Lessor agrees that the compensation payable by the Tenant for ending this Tenancy Agreement before the end of the Term is limited to the amount of the break fee specified in subclause (2).
- (4) However, the Lessor and Tenant agree that if, within the defined period after the Tenant vacates the Premises, the Lessor enters into a residential Tenancy Agreement with a new Tenant, the amount payable by the Tenant is limited to:
 - (a) the amount of the break fee under subclause (1) less the amount of rent payable by the new Tenant for the defined period; and
 - (b) if the Tenant vacates the Premises more than 4 weeks before the end of the Term—the Lessor's reasonable costs (not exceeding the defined cost limit) of advertising the Premises for lease and of giving a right to occupy the Premises to another person.
- (5) In this clause:
 - (a) defined cost limit means—
 - (i) if half or more than half of the Term has expired—an amount equal to 2/3 of 1 week's rent; or
 - (ii) if less than half of the Term has expired—an amount equal to 1 week's rent.
 - (b) defined period means—
 - (i) if subclause (2)(a)(i) applies—6 weeks; or
 - (ii) if subclause (2)(a)(ii) applies—4 weeks; or
 - (iii) if subclause (2)(b) applies - N weeks.

N is the number worked out as follows:
break fee / weekly rent payable at the time the Tenant ends the agreement.

Clause 103 - Standard Residential Tenancy terms
initials

The Standard Residential Tenancy Terms contained in Schedule 1 of the *Residential Tenancies Act 1997* (ACT) apply to this Tenancy Agreement.

Clause 104 - Joint and Individual Liability
initials

Where the Tenant consists of more than one person, the covenants and obligations to be observed and performed by the Tenant shall bind them jointly and each of them severally.

Clause 105 - Smoking
initials

- (1) The Tenant acknowledges and agrees that:
 - (a) the Tenant, and any guest of the Tenant, is prohibited from smoking inside the dwelling (being the improvements of which form part of the Premises);
 - (b) smoking is only permitted outside the dwelling; and
 - (c) upon the Tenant vacating the Premises, the Tenant must clean and repair any damage caused to the outside of the dwelling caused by the Tenant smoking on the Premises.
- (2) In the event the Tenant breaches subclause (1)(a), the Tenant must:
 - (a) arrange for the professional cleaning of the dwelling (including all carpeted areas, blinds and walls) to the satisfaction of the Lessor, acting reasonably; and
 - (b) rectify any damage caused to the dwelling, and any property of the Lessor in the dwelling, by the Tenant smoking in the dwelling.

Clause 106 - Petsinitials

- (1) Where the Tenant must obtain the Lessor's consent to the keeping of an animal on the Premises, the Tenant must apply for the Lessor's consent in writing.
- (2) Where the Tenant is not required to obtain the Lessor's prior written consent to the keeping of an animal on the Premises and the Tenant intends to keep or keeps an animal on the Premises, the Tenant must at all times comply with those terms and conditions attached to this Tenancy Agreement (if any).
- (3) Where the Premises is a unit, the Tenant acknowledges that the keeping of an animal on the Premises is subject to the approval of the Owner's Corporation.
- (4) Where the Tenant is permitted to keep an animal on the Premises:
 - (a) the Lessor may impose reasonable conditions of the Tenant's keeping of the animal on the Premises, including but not limited to the number of animals kept on the Premises and the extent to which the Premises must be cleaned and maintained;
 - (b) the Tenant must comply with any conditions imposed by the Lessor; and
 - (c) the Tenant is responsible for and indemnifies the Lessor against any damage caused to the Premises or any costs incurred by the Lessor in connection with the Tenant keeping an animal on the Premises.

Clause 107 - Modificationsinitials

- (1) In addition to clauses 67 and 68, the Tenant acknowledges and agrees that:
 - (a) to obtain the Lessor's consent to carry out any renovation, or make any alteration or addition, to the Premises or to add any fixtures or fittings to the Premises, the Tenant must apply for the Lessor's consent in writing;
 - (b) when carrying out any renovation, alteration or addition or adding any fixtures or fittings to the Premises, the Tenant must at all times comply with any reasonable direction given by the Lessor; and
 - (c) any renovation, alteration or addition to the Premises, whether or not carried out by the Tenant or by someone on behalf of the Tenant, must be carried out in a proper and workmanlike manner and in accordance with all relevant laws, regulations and codes.
- (2) The Tenant is responsible for and indemnifies the Lessor against any damage caused to the Premises or the Lessor's property or any costs or loss incurred or suffered by the Lessor in connection with the Tenant renovating, or making any alteration or addition, to the Premises or installing any fixture or fitting to the Premises.

Clause 108 - Privacy Policyinitials

- (1) The *Privacy Act 1988* (Cth) allows certain information about the Tenant to be collected, used and disclosed for the purpose for which it was collected, and otherwise in accordance with the Act. This Privacy Policy only applies to the extent the Agent collects, uses and discloses personal information.
- (2) The Agent may amend or amend and restate this Privacy Policy from time to time and may subsequently notify the Tenant of any changes to this Privacy Policy by updating it on the Agent's website or by other written notification to the Tenant. Any changes to this Privacy Policy take effect upon the earlier of the update to the website or other notification to the Tenant.
- (3) This Tenancy Agreement requires the collection of certain information including personal information about the Tenant.
- (4) The personal information the Tenant provides in this Tenancy Agreement or collected from other sources is necessary for the Agent to:
 - (a) identify and verify the Tenant's identity; (b) make recommendations to the Lessor; (c) manage the Residential Agreement and Premises for the Lessor; (d) process any payment (including without limit the exchange of personal information with the relevant payment provider, where necessary); (e) liaise and exchange information with the Tenant and the Agent's or Tenant's legal and other advisors in relation to or in connection with this Tenancy Agreement; (f) comply with any applicable laws; (g) comply with any dispute resolution process; (h) to inform and offer the Tenant products and services provided by the Agent or other third-party service providers and (i) marketing and research purposes provided that the use is reasonably necessary for one or more of the Agent's obligations or services and in accordance with the Act.
- (5) Personal information collected about the Tenant in connection with this Tenancy Agreement may be disclosed by the Agent to other parties for the purpose for which it was collected, including the Lessor and the Lessor's mortgagee, other agents, Courts, tribunals responsible for residential tenancy matters, third party operators of tenancy database and any prospective or actual purchaser of the Premises, including to their mortgagee (if any).
- (6) If the Tenant does not wish to receive any information about products and services as referred to under subclause (4)(h) then please tick this box: or otherwise notify the Agent.
- (7) The Tenant is entitled to request access to the Tenants personal information held by the Agent by making a written request. The Agent will respond to the request and provide access to the information within a reasonable time. There will be no charges associated with the making of such a request or the subsequent provision of information.
- (8) Where the Tenant requests that the Agent corrects the personal information that the Agent holds about the Tenant, the Agent will take such steps (if any) as are reasonable in the circumstances to correct the information.
- (9) The Agent will take such steps as are reasonable in the circumstances to protect the personal information from misuse, interference and loss, and from unauthorised access, modification or disclosure.

Clause 109 - Electronic Communication

initials

- (1) For the purposes of this clause, electronic communication has the same meaning as defined in the *Electronic Transactions Act 2001* (ACT).
- (2) Where a provision of this Tenancy Agreement:
 - (a) requires a party to provide information to the other;
 - (b) permits a party to provide information to the other; or
 - (c) requires a party to produce a document to the other, that is in the form of paper, an article or other material, that information or document, subject to subclause (3), may be given by means of an electronic communication and the parties:
 - (d) consent to the information and document being provided by an electronic communication; and
 - (e) agree that at the time the information or document is given, the information or document will be readily accessible so as to be useable for subsequent reference.
- (3) In respect of the production of a document, the document may be in an electronic form, subject to the method of generating the electronic form of the document providing a reliable means of assuring the maintenance of the integrity of the information contained in the document.
- (4) This Tenancy Agreement and any document referred to in this Tenancy Agreement which requires the signature of a party to this Tenancy Agreement, may be given by electronic communication, subject to:
 - (a) a method being used to identify the party and to show the party's intention in relation to the information communicated; and
 - (b) the method being reliable and appropriate for the document being signed,
- (5) The parties consent to the Tenancy Agreement being signed by an electronic communication in accordance with subclause (4).
- (6) If due to this Tenancy Agreement being signed by an electronic communication:
 - (a) this Tenancy Agreement or any of its terms or conditions are invalid, unenforceable or not binding; or
 - (b) the Tenant alleges or claims that this Tenancy Agreement or any of its terms or conditions are invalid, unenforceable or not binding, the parties agree to execute a printed copy of this Tenancy Agreement, in the same form and dated the same date as this Tenancy Agreement.
- (7) If the Tenant fails to sign a printed copy of this Tenancy Agreement in order to satisfy the above terms and conditions within five (5) business days of being requested to do so by the Lessor or the Agent, the Tenant appoints the Lessor as its attorney to execute a printed copy of this Tenancy Agreement on the Tenant's behalf and to date that copy of this Tenancy Agreement with the same date as this Tenancy Agreement.
- (8) The Tenant indemnifies and will keep the Lessor indemnified against all costs, expenses, losses or damages incurred, paid or payable by the Lessor arising from or connected with a breach of this Clause by the Tenant.

**TENANCY AGREEMENT
 (RESIDENTIAL)**

<p>SIGNED BY THE LESSOR</p> <p>_____</p> <p style="text-align: center;">(Name of Lessor)</p> <p>_____</p> <p style="text-align: center;">(Signature of Lessor or Lessor's representative)</p> <p>_____</p> <p style="text-align: center;">(Date)</p>	<p>in the presence of:</p> <p>_____</p> <p style="text-align: center;">(Name of witness)</p> <p>_____</p> <p style="text-align: center;">(Signature of witness)</p> <p>_____</p> <p style="text-align: center;">(Date)</p>
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I / We accept the terms of this Tenancy Agreement and acknowledge having been given the opportunity to obtain advice in respect of this Tenancy Agreement.

initials

<p>SIGNED BY THE TENANT</p> <p>_____</p> <p style="text-align: center;">(Name of Tenant)</p> <p>_____</p> <p style="text-align: center;">(Signature of Tenant)</p> <p>_____</p> <p style="text-align: center;">(Date)</p>	<p>in the presence of:</p> <p>_____</p> <p style="text-align: center;">(Name of witness)</p> <p>_____</p> <p style="text-align: center;">(Signature of witness)</p> <p>_____</p> <p style="text-align: center;">(Date)</p>
<p>_____</p> <p style="text-align: center;">(Name of Tenant)</p> <p>_____</p> <p style="text-align: center;">(Signature of Tenant)</p> <p>_____</p> <p style="text-align: center;">(Date)</p>	<p>in the presence of:</p> <p>_____</p> <p style="text-align: center;">(Name of witness)</p> <p>_____</p> <p style="text-align: center;">(Signature of witness)</p> <p>_____</p> <p style="text-align: center;">(Date)</p>
<p>_____</p> <p style="text-align: center;">(Name of Tenant)</p> <p>_____</p> <p style="text-align: center;">(Signature of Tenant)</p> <p>_____</p> <p style="text-align: center;">(Date)</p>	<p>in the presence of:</p> <p>_____</p> <p style="text-align: center;">(Name of witness)</p> <p>_____</p> <p style="text-align: center;">(Signature of witness)</p> <p>_____</p> <p style="text-align: center;">(Date)</p>

Standard Residential Tenancy Terms

Lessor and Tenant must comply with terms of Tenancy Agreement

1. (1) This Tenancy Agreement is made under the *Residential Tenancies Act 1997* (the Act).
- (2) The Lessor and the Tenant may agree to add additional clauses to this Tenancy Agreement but they must not be inconsistent with, or modify, existing clauses (except if permitted by the Act).
2. By signing this Tenancy Agreement, the Lessor and the Tenant agree to be bound by its terms during the period of the tenancy it creates.
3. A party to this Tenancy Agreement cannot contract out of it or out of the provisions of the Act, except as provided in that Act.
4. A fixed term tenancy must be for the single period specified in the Tenancy Agreement.
5. A periodic tenancy includes a tenancy that is not specified to be for a fixed term, including such a tenancy which commences on the expiration of a fixed term tenancy.
6. A reference in this Tenancy Agreement to a notice to vacate and a notice of intention to vacate is taken to be a reference to a termination notice under the Act.

Costs and procedures for establishing Tenancy Agreement

7. The Lessor bears the cost of preparation and execution of this Tenancy Agreement.
8. The Tenant is responsible for any legal costs that the Tenant incurs in relation to preparation and execution of the Tenancy Agreement.
9. The Lessor must give a copy of the proposed Tenancy Agreement to the Tenant before the commencement of the tenancy.
10. This Tenancy Agreement must be signed by the Tenant and by the Lessor (or by their authorised agents).
11. The Lessor must give a copy of this Tenancy Agreement, signed by each party, to the Tenant as soon as possible after it has been signed by each party, but no later than 3 weeks after the Tenant has returned a signed copy.
12. If the Lessor does not return this Tenancy Agreement to the Tenant, as provided by clause 11, this Tenancy Agreement has full effect in the terms signed by the Tenant on occupation of the Premises or acceptance of rent.

Information

13. (1) The Lessor must provide to the Tenant a copy of an information booklet about residential tenancies authorised by the director-general before the commencement of this Tenancy Agreement.
- (2) If it is not possible to provide the Tenant with a booklet, the Lessor must inform the Tenant of the booklet and where it may be obtained.
- (3) If the Premises are a unit within the meaning of the *Unit Titles Act 2001* (ACT), the Lessor must give the Tenant a copy of the owners corporation's rules before the commencement of this Tenancy Agreement.

BOND AND CONDITION REPORT

Maximum Bond

14. Payment of a bond is not necessary unless required by the Lessor.
15. Only 1 bond is payable for the tenancy created by this Tenancy Agreement.
16. The amount of the bond must not exceed the amount of 4 weeks rent.

Lodgment of the bond with the Office of Rental Bonds

17. If the Lessor requires a bond, the bond must be lodged with the Office of Rental Bonds.
18. Either party may lodge the bond with the Office of Rental Bonds.

If the Lessor and Tenant agree that the Tenant is to lodge the bond

19. If the parties agree that the Tenant is to lodge the bond, the following applies:
 - (a) the Tenant, or the Lessor on the Tenant's behalf, must complete the bond lodgment form provided by the Office of Rental Bonds and lodge the form with the Office;
 - (b) the Tenant must lodge the bond with the Office of Rental Bonds in the way permitted by the Office;

- (c) the Lessor may require lodgment of the bond before the Lessor gives possession of the Premises to the Tenant and if this is the case, the Tenant must be able to take possession of the Premises and receive the keys to the Premises as soon as the Tenant provides the Lessor with evidence of lodgment of the bond or the Office of Rental Bonds notifies the Lessor that the bond was received by the Office.

If the Lessor is to lodge the bond

20. If the Lessor is to lodge the bond, the following applies:
 - (a) on receiving the bond, the Lessor must give the Tenant a receipt for the bond;
 - (b) the Lessor must complete the bond lodgment form provided by the Office of Rental Bonds and lodge the form with the Office;

Note Under the *Electronic Transactions Act 2001*, s 8 (1), information required to be in writing may be given electronically in certain circumstances.
 - (c) the Lessor must lodge the bond with the Office of Rental Bonds in the way permitted by the Office within—
 - (i) the later of 2 weeks after receiving the bond and the commencement of this tenancy; or
 - (ii) if the Agent lodges the bond—the later of 4 weeks after receiving the bond and the commencement of this tenancy.

Condition Report

21. (1) Within 1 day of the Tenant taking possession of the Premises, the Lessor must give 2 copies of a condition report completed by the Lessor to the Tenant.
- (2) The condition report must be on, or to the effect of, the condition report form published by the Territory.
22. (1) The Tenant must examine the report and indicate on the report the Tenant's agreement or disagreement with the items.
- (2) Within 2 weeks after the day the Tenant receives the report, the Tenant must return 1 copy of the report to the Lessor, signed by the Tenant and indicating the Tenant's agreement or disagreement with the report or parts of the report.
23. The Lessor must keep the condition report for a period of not less than 1 year after the end of this tenancy.
- 23A. (1) At the end of this tenancy, an inspection of the Premises must be carried out in the presence of the Lessor and Tenant.
- (2) A condition report based on the inspection must be completed in the presence of, and signed by, the Lessor and Tenant.
- (3) A party may complete and sign a condition report in the absence of the other party if the party has given the other party a reasonable opportunity to be present when the report is completed and signed.

RENT AND OTHER CHARGES

Rent and bond only as payment for the tenancy

24. The Lessor must not require any payment other than rent or bond for the following:
 - (a) the granting, extension, transfer or renewal of this tenancy or subtenancy;
 - (aa) consenting to -
 - (i) a person becoming a co-tenant; or
 - (ii) a co tenant stopping being a party to the tenancy agreement;
 - (b) vacating of Premises;
 - (c) obtaining a key to the Premises; or
 - (d) information on the availability of tenancies.

Holding deposits

25. The Act prohibits the taking of holding deposits.

Payment of rent

26. (1) The Tenant must pay the rent on time.
- (2) The Tenant must not use the bond money to pay the rent for the last weeks of this tenancy.
- (3) The Tenant and the Lessor may agree to change the way rent is paid (including, for example, where the rent is paid or whether it is to be paid into a nominated bank account or whether it is to be paid in person).
- (4) The Tenant and Lessor may agree that rent is to be paid electronically.

27. The Lessor must not require the Tenant to pay rent by postdated cheque.

Maximum rent in advance

28. The Lessor must not require an amount of rent paid in advance greater than 2 weeks or a longer period nominated by the Tenant.

Rent receipts

29. If rent is paid in person to the Lessor or Agent, a receipt must be given at that time.
30. In other circumstances where rent is paid to the Lessor, a receipt must be provided or sent by post within 1 week of its receipt.
31. (1) A receipt for payment of rent must specify the amount paid.
 (2) A receipt should specify the following:
- the date of payment;
 - the period in relation to which the payment is made;
 - the Premises; and
 - whether the payment is for bond or rent.
- (3) If these particulars are not included in the receipt, the Lessor must provide this information to the Tenant within 4 weeks of a request by the Tenant.
32. A receipt is not required if the rent is paid by the Tenant directly into an account nominated by the Lessor or Agent.

Rent records

33. (1) The Lessor must keep, or cause to be kept, records of the payment of rent.
 (2) Those records must be retained for a period of not less than 12 months after the end of this tenancy.

Increase in rent

34. The amount of rent must not vary from period to period except as provided by this Tenancy Agreement and the Act.
35. The rent may not be increased at intervals of less than 12 months from either the beginning of the Tenancy Agreement for the first increase, or after that, from the date of the last increase.
36. (1) This clause applies if -
- the housing commissioner is the Lessor under this Tenancy Agreement; and
 - the commissioner has decided to increase the rent after a review of rent under the *Housing Assistance Act 2007* (ACT), section 23.
- (2) Despite clause 35, the housing commissioner may increase the rent.
- (3) However, if a previous review of rent has been undertaken, the increase under subclause (2) must not take effect earlier than 1 year after the date the last rent increase for the Premises took effect.
37. The restriction on increase in rent applies provided the identity of at least 1 of the Tenants who occupy the Premises remains the same as at the time of the last increase.

Review of excessive rent increases

38. The Lessor must give the Tenant 8 weeks written notice of intention to increase the rent and include in the notice the amount of the increase, and the date when it is proposed to increase the rent.
39. (1) The Tenant may apply in writing to the tribunal for review of an excessive increase in rent (time limits for applying and the meaning of excessive is set out in the Act).
 (2) On such application being made, no increase in rent is payable until so ordered by the tribunal.
40. If the Tenant remains in occupation of the Premises without applying to the tribunal for review, the increase in rent takes effect from the date specified in the notice.
41. If the Tenant wishes to vacate the Premises before the increase takes effect, the Tenant must give 3 weeks' notice to the Lessor.

Lessor's costs

42. The Lessor is responsible for the cost of the following:
- rates and taxes relating to the Premises;
 - services for which the Lessor agrees to be responsible;
 - services for which there is not a separate metering device so that amounts consumed during the period of the tenancy cannot be accurately determined;

- all services up to the time of measurement or reading at the beginning of this tenancy; and
- all services after reading or measurement at the end of this tenancy providing the Tenant has not made any use of the service after the reading.

43. (1) The Lessor must pay for any physical installation of services (eg. water, electricity, gas, telephone line).
 (2) The Tenant is responsible for the connection of all services that will be supplied in the Tenant's name.
44. The Lessor must pay the annual supply charge associated with the supply of water or sewerage.
45. If the Premises are a unit under the *Unit Titles Act 2001* (ACT), the Lessor is responsible for all owners corporation charges.

Tenant's costs

46. The Tenant is responsible for all charges associated with the consumption of services supplied to the Premises, including electricity, gas, water and telephone.
47. The Tenant is not required by the Lessor to connect or continue a telephone service.

Reading of metered services

48. (1) The Lessor is responsible for undertaking or arranging all readings or measurement of services, other than those that are connected in the name of the Tenant.
 (2) The Lessor must provide the Tenant with an opportunity to verify readings and measurements.
49. If the Lessor does not arrange reading or measurement of a service connected in the name of the Lessor by the day after the date of expiry of notice to vacate given in accordance with this Tenancy Agreement or the Act, the Lessor is responsible for payment of the unread or unmeasured service after the date of the last reading or measurement.
50. (1) If the Tenant vacates the Premises without giving notice before departure, the Lessor must arrange a reading or measurement of services connected in the Lessor's name within a reasonable time of the Lessor becoming aware of the departure of the Tenant.
 (2) The Tenant is responsible for payment of services to the date of that reading or measurement.

Tenant's use of the Premises without interference

51. The Lessor guarantees that there is no legal impediment to the use of the Premises for residential purposes by the Tenant.
52. The Lessor shall not cause or permit any interference with the reasonable peace, comfort or privacy of the Tenant in the use by the Tenant of the Premises.
53. Unless otherwise agreed in writing, the Tenant has exclusive possession of the Premises, as described in the agreement, from the commencement date of this Tenancy Agreement.

LESSOR TO INSTALL AND MAINTAIN SMOKE ALARMS

Lessor to install and maintain smoke alarms

- 53A. (1) The Lessor must install and maintain smoke alarms in the Premises.
 (2) The installation of the smoke alarms must comply with the requirements prescribed by regulation for the Act, section 11B.

LESSOR TO MAKE REPAIRS

Lessor to provide Premises in a reasonable state at the start of the tenancy

54. (1) At the start of this tenancy, the Lessor must ensure that the Premises, including furniture, fittings and appliances (unless excluded from the tenancy agreement), are -
- fit for habitation;
 - reasonably clean;
 - in a reasonable state of repair; and
 - reasonably secure.
- (2) An exclusion must be in writing and may, but need not, be included in this Tenancy Agreement (if in writing).
- (3) The Lessor or the Tenant may change locks (at his or her own cost unless otherwise agreed) with the agreement of the other party (which will not be unreasonably withheld).
- (4) The Lessor or the Tenant may change locks (at his or her own cost) in an emergency without the agreement of the other party.

- (5) If the Tenant, or a person living at the Premises, is a protected person in relation to an interim or final order made under the *Family Violence Act 2016* (ACT) or the *Personal Violence Act 2016* (ACT), the Tenant or person may change locks (at his or her own cost) without the agreement of the other party.
- (6) If a lock is changed, a copy of the key to the changed lock must be provided to the other party as soon as possible unless doing so would affect the safety of a protected person.

Lessor to make repairs

55. (1) The Lessor must maintain the Premises in a reasonable state of repair having regard to their condition at the commencement of this Tenancy Agreement.
- (2) The Tenant must notify the Lessor of any need for repairs.
- (3) This section does not require the Tenant to notify the Lessor about anything that an ordinary Tenant would reasonably be expected to do, for example, changing a light globe or a fuse.
56. The Lessor is not obliged to repair damage caused by the negligence or wilful act of the Tenant.
57. Subject to clause 55, the Lessor must make repairs, other than urgent repairs, within 4 weeks of being notified of the need for the repairs (unless otherwise agreed).

Repairs in unit title Premises

58. If the Premises are a unit under the *Unit Titles Act 2001* (ACT), and the Tenant's use and enjoyment of the Premises reasonably requires repairs to the common property, the Lessor must take all steps necessary to require the owners corporation to make the repairs as quickly as possible.

Urgent repairs

59. The Tenant must notify the Lessor (or the Lessor's nominee) of the need for urgent repairs as soon as practicable, and the Lessor must, subject to clause 82, carry out those repairs as soon as necessary, having regard to the nature of the problem.
60. The following are urgent repairs in relation to the Premises, or services or fixtures supplied by the Lessor:
- a burst water service;
 - a blocked or broken lavatory system;
 - a serious roof leak;
 - a gas leak;
 - a dangerous electrical fault;
 - flooding or serious flood damage;
 - serious storm or fire damage;
 - a failure of gas, electricity or water supply to the Premises;
 - the failure of a refrigerator supplied with the Premises;
 - a failure or breakdown of any service in the Premises essential for hot water, cooking, heating, cooling or laundering;
 - a fault or damage that causes the residential Premises to be unsafe or insecure;
 - a fault or damage likely to cause injury to person or property; and
 - a serious fault in any door, staircase, lift or other common area that inhabits or unduly inconveniences the Tenant in gaining access to and use of the Premises.

Tenant may authorise urgent repairs in certain circumstances

61. If the Lessor (or Lessor's nominee) cannot be contacted, or fails to effect the urgent repairs within a reasonable time, the Tenant may arrange for urgent repairs to be effected to a maximum value of up to 5% of the rent of the property over a year.
62. The following procedures apply to urgent repairs arranged by the Tenant:
- the repairs arranged by the Tenant must be made by the qualified tradesperson nominated by the Lessor in this Tenancy Agreement;
 - if the Lessor has not nominated a tradesperson, or the nominated tradesperson cannot be contacted or is otherwise unavailable - the repairs must be performed by a qualified tradesperson of the Tenant's choosing;
 - if the repairs are arranged by the Tenant in accordance with these procedures - the Lessor is liable for the cost of repairs and the tradesperson may bill the Lessor direct; and
 - if the Tenant does not act in strict compliance with this clause - the Tenant is personally liable for the cost of any urgent repairs arranged by the Tenant.

TENANT TO LOOK AFTER THE PREMISES

The Tenant must take reasonable care of the Premises and keep the Premises reasonably clean

63. During the tenancy, the Tenant must -
- not intentionally or negligently damage the Premises or permit such damage;
 - notify the Lessor of any damage as soon as possible; and
 - take reasonable care of the Premises and their contents, and keep them reasonably clean, having regard to their condition at the time of the commencement of this tenancy and the normal incidents of living.
- 63A. The Tenant must replace the battery in a smoke alarm installed in the Premises whenever necessary.
64. The Tenant must leave the Premises -
- in substantially the same state of cleanliness, removing all the Tenant's belongings and any other goods brought onto the Premises during the duration of the tenancy agreement; and
 - in substantially the same condition as the Premises were in at the commencement of the Tenancy Agreement, fair wear and tear excepted.
65. The Lessor must not require the Tenant to make alternations, improvements or renovations to the Premises.

Tenant of unit to comply with owners corporation's rules

66. If the Premises are a unit under the *Unit Titles Act 2001* (ACT), the Tenant must comply with the owners corporation's rules, and with any notice served in accordance with the rules, to the extent that they are not inconsistent with the standard residential tenancy terms in this Tenancy Agreement.

Tenant must make no alterations and must not add any fixtures or fittings without the consent of the Lessor

67. (1) The Tenant must not, without the Lessor's written consent, make any renovation, alteration or addition to the Premises (time limits for the Lessor to refuse consent to special modifications are set out in the Act).
- (2) The Lessor may give consent subject to a reasonable condition, including a requirement that the Tenant use a suitably qualified tradesperson to undertake—
- the renovation, alteration, or addition; and
 - any restoration at the end of this tenancy.
- (3) Unless otherwise agreed, the Tenant is liable for the cost of any renovation, alteration or addition to the Premises.
- (4) Unless otherwise agreed, at the end of the tenancy the Tenant is responsible for restoring the Premises to substantially the same condition as the Premises were in at the commencement of this Tenancy Agreement, fair wear and tear excepted.
- (5) The Lessor and the Tenant may agree that any renovation, alteration, or addition to the Premises remains in place at the end of this Tenancy Agreement.
68. (1) The Tenant must not add any fixtures or fittings to the Premises without the consent of the Lessor.
- The Lessor's consent must not be unreasonably withheld.
 - The Tenant must make good any damage to the Premises on removal of any fixtures and fittings.
 - Any fixtures or fittings not removed by the Tenant before the Tenant leaves the Premises becomes the property of the Lessor.

Tenant must not use the premises for illegal purposes and must not disturb the neighbors

69. Unless otherwise agreed in writing, the Tenant must only use the Premises for residential purposes.
70. The Tenant must not:
- use the Premises, or permit them to be used, for an illegal purpose;
 - cause or permit nuisance; or
 - interfere, or permit interference, with the quiet enjoyment of the occupiers of nearby Premises.
71. The Tenant must not leave the Premises vacant for more than 3 weeks without notifying the Lessor.

Tenant must not sell, dispose of, or sublet tenancy without consent of Lessor

72. (1) The Tenant must not assign or sublet the Premises or any part of them without the written consent of the Lessor.
- (2) Consent may be given at any time.
- (3) No rights in relation to the Premises may be created in any third party before consent is obtained from the Lessor.

Co-tenant may leave tenancy agreement

- 72A. (1) A co-tenant may stop being a party to the tenancy agreement—
- (a) with the consent of the lessor and each remaining co-tenant under the agreement; or
- (b) by order of the tribunal under the Residential Tenancies Act, section 35G (1) (a) or (d).
- (2) The co-tenant must seek the consent of the lessor and each remaining co-tenant—
- (a) by notice in writing; and
- (b) at least 21 days before the day the co-tenant intends to stop being a party to the tenancy agreement (time limits for the lessor or each remaining co-tenant to refuse consent are set out in the Residential Tenancies Act).
- (3) If consent is given to the co-tenant to stop being a party to the tenancy agreement—
- (a) the agreement continues between the lessor and the remaining co-tenants; and
- (b) the tenant's rights and obligations under the agreement end.

Becoming a new co-tenant to existing tenancy agreement

- 72B. (1) Another person may become a co-tenant under the tenancy agreement—
- (a) with the consent of the lessor and each other co-tenant; or
- (b) under the Residential Tenancies Act, section 35D.
- (2) An existing tenant must seek the consent of the lessor and any other co-tenant—
- (a) by notice in writing; and
- (b) at least 14 days before the day the person wants to become a co-tenant (time limits for the lessor or each other co-tenant to refuse consent are set out in the Residential Tenancies Act).
- (3) If the person becomes a co-tenant—
- (a) the agreement continues with the person becoming a co-tenant with the existing co-tenants; and
- (b) the existing co-tenants must give the person a copy of the condition report for the premises not later than the day after the person becomes a co-tenant.
- (4) This clause does not apply to a tenancy agreement in relation to a social housing dwelling or crisis accommodation.

Tenant may be responsible for damage or other breach of tenancy agreement by visitors or guests

73. The Tenant is personally responsible for the actions or omissions of visitors, guests or other people on the Premises if:
- (a) The action or omission would if performed by the Tenant have constituted a breach of this Tenancy Agreement; and
- (b) The person is on the Premises with the permission of the Tenant.
74. The Tenant is not personally responsible for the actions or omission of a person who is on the Premises:
- (a) at the request of the Lessor;
- (b) to assist the Lessor perform any of the duties of the Lessor under this Tenancy Agreement (whether at the request of the Lessor or the Tenant); or
- (c) without the consent of the Tenant.

Keeping animals on Premises

- 74A. (1) The Tenant may keep an animal, or allow an animal to be kept, on the Premises.

- (2) The Tenancy Agreement may require the Tenant to obtain the Lessor's prior written consent to keep an animal, or allow an animal to be kept, on the Premises (time limits for the Lessor to refuse consent are set out in the Act).

- 74B. The Tenant is responsible for any repairs or additional maintenance to the Premises required as a consequence of keeping an animal on the Premises.

LESSOR'S ACCESS TO PREMISES
Lessor cannot enter the premises except as provided in this tenancy agreement

75. (1) The Lessor must not require access to the Premises during the tenancy except as provided by the law, this Tenancy Agreement, the Act, or an order of the Tribunal.
- (2) The Tenant may permit access to the Premises by the Lessor at any time.
- (3) If requested, the Lessor or the Agent must provide identification to the Tenant.
76. The Lessor must not have access to the Premises -
- (a) on Sundays; or
- (b) on public holidays; or
- (c) before 8.00 am and after 6.00 pm; other than -
- (d) for the purpose of carrying out urgent repairs or for health or safety reasons in relation to the Premises; or
- (e) with the consent of the Tenant.

Access in accordance with tenancy agreement
Routine Inspections

77. The Lessor may inspect the Premises twice in each period of 12 months following the commencement of this tenancy.
78. In addition to the inspections provided for in the previous clause, the Lessor may make an inspection of the Premises -
- (a) within 1 month of the commencement of this tenancy; and
- (b) in the last month of this tenancy.
79. (1) The Lessor must give the Tenant 1 week written notice of an inspection.
- (2) The inspection must take place at a time agreed between the parties with reasonable regard to the work and other commitments both of the Tenant and of the Lessor (or their agents).
- (3) If the parties are unable to agree on an appropriate time, the Lessor or the Tenant may apply to the Tribunal for an order permitting access at a specified time.

Access for purchasers and new Tenants

80. The Tenant must permit reasonable access to the Premises during the period of 3 weeks before the end of this tenancy, on the Lessor giving 24 hours notice, to allow inspection of the Premises by prospective Tenants.
81. The Tenant must permit reasonable access to the Premises, on the Lessor giving 48 hours' notice, to allow inspection of the Premises by prospective purchasers of the Premises, but only if:
- (a) the Lessor intends to sell the Premises; and
- (b) the Lessor has previously notified the Tenant in writing of the Lessor's intention to sell.
- 81A. (1) The Tenant must not unreasonably refuse an inspection of the Premises by a prospective purchaser.
- (2) However, the Tenant is not required to agree to more than 2 inspections a week.
- (3) The inspection must take place at a time agreed between the parties with reasonable regard to the work and other commitments both of the Tenant and of the Lessor (or their agents).
- (4) If the parties are unable to agree on an appropriate time, the Lessor or the Tenant may apply to the tribunal for an order permitting access at a stated time.

Access for making or inspecting repairs

82. (1) On giving the Tenant 1 week notice (or such other agreed period), the Lessor may enter the Premises at a reasonable time, having regard to the interests of the Tenant and the Lessor, for the purpose of making or inspecting repairs.
- (2) For urgent repairs, the Lessor must give reasonable notice and enter the Premises at a reasonable time having regard to the interests of the Tenant and the Lessor.

Notice to vacate by Lessor

83. The notice to vacate must be in writing, in the form required by the Act, and must include the following information:
- the address of the Premises;
 - the ground(s) on which the notice is issued, together with sufficient particulars to identify the circumstances giving rise to the ground(s); and
 - that the Lessor requires the Tenant to vacate the Premises by the expiry of the required notice period and that the tenancy ends on the day that the Tenant vacates the Premises.

Notice of intention to vacate by Tenant

84. (1) If the Tenant serves a notice of intention to vacate and vacates the Premises in accordance with the notice, this tenancy terminates on the date of vacating the Premises.
- (2) On receiving a notice of intention to vacate, the Lessor may-
- accept the notice and accept that this tenancy ends on the date nominated in the notice; or
 - apply to the tribunal for confirmation of this Tenancy Agreement, an order for compensation or both.
85. The notice of intention to vacate must be in the same form and contain the same information as the notice to vacate from the Lessor except the notice must contain the statement that the Tenant intends to vacate the Premises on a certain date and this tenancy terminates on that date.

Termination where Premises are not fit for habitation

86. The Lessor or the Tenant may, by written notice, terminate this tenancy on a date specified in the notice on the following grounds:
- the Premises are not fit for habitation; or
 - the Premises are not available or will not be available because of Government action within a period of 4 weeks of the date that notice is given.
87. (1) In either case the Lessor must give not less than 1 weeks' notice of termination of this tenancy, and the rent abates from the date that the Premises are uninhabitable.
- (2) The Tenant may give 2 days' notice of termination of the tenancy.
- (3) If neither the Lessor nor the Tenant give notice of termination of this tenancy, the rent abates for the period that the Premises are unable to be used for habitation, but this tenancy resumes when they are able to be used again.

Termination of tenancy by Tenant
Termination on or after end of fixed term

88. (1) If a periodic tenancy is granted under this Tenancy Agreement, or arises upon the expiry of a fixed term tenancy, the Tenant may give notice to terminate this tenancy by giving the Lessor not less than 3 weeks' notice of the date when the Tenant intends to vacate the Premises.
- (2) This tenancy ends on the date specified by the Tenant.
89. (1) If a fixed term tenancy is granted under this Tenancy Agreement, the Tenant may give notice to terminate at or after the end of this tenancy by giving 3 weeks' notice of the date when the Tenant intends to vacate the Premises.
- (2) This tenancy ends on the date specified by the Tenant.

Termination for breach by Lessor

90. If the Lessor breaches this Tenancy Agreement, and the Tenant wishes to terminate this Tenancy Agreement, the Tenant may either:
- apply to the tribunal for an order terminating this tenancy; or
 - give the Lessor written notice of intention to terminate this tenancy, in accordance with clause 91.

91. If the Tenant decides to proceed by way of notice to the Lessor, the following procedures apply:
- the Tenant must give the Lessor a written notice that the Lessor has 2 weeks to remedy the breach if the breach is capable of remedy;
 - if the Lessor remedies the breach within that 14-day period - this tenancy continues;
 - if the Lessor does not remedy the breach within the time specified in the notice, or if the breach is not capable of remedy - the Tenant must give 2 weeks' notice of intention to vacate;
 - this Tenancy Agreement terminates on the date specified by the Tenant;
 - rent is payable to the date specified in the notice or to the date that the Tenant vacates the Premises, whichever is the later; and
 - if the Lessor remedies the breach during the period of the notice of intention to vacate - the Tenant, at the Tenant's option, may withdraw the notice or may terminate this Tenancy Agreement on the date specified in the notice by vacating the Premises on the at date.

Termination of tenancy by Lessor
Termination for failure to pay rent

92. The tribunal may order the termination of this tenancy and eviction of the Tenant on the ground of non-payment of rent in the following circumstances:
- rent has been unpaid for 1 week. The first day of this period concludes at midnight on the day when the unpaid rent was due;
 - the Lessor has served a notice to remedy on the Tenant for the failure to pay the rent, being a notice-
 - served not earlier than 1 week after the day when the rent was due; and
 - containing a statement that if the Tenant pays the rent outstanding to the date of payment within 7 days of the date of service of the notice to remedy, no further action must be taken and this tenancy continues;
 - if all rent is not paid within 1 week of the date of service of the notice to remedy - the Lessor may then serve a notice to vacate on the Tenant requiring the Tenant to vacate the Premises within 2 weeks of service of the notice to vacate;
 - no earlier than the date when the notice to vacate is served, the Lessor may apply to the tribunal for an order terminating this tenancy and evicting the Tenant;
 - the tribunal hearing of the application to terminate and evict must not be earlier than the end of the period specified in the notice to vacate; and
 - during this tenancy, if the Lessor has previously issued 2 notices to remedy, the Lessor may serve a notice to vacate 1 week after the day when the rent has fallen due without serving a notice to remedy.

Termination of tenancy for breach other than nonpayment of rent

93. The tribunal may order the termination of this tenancy and eviction of the Tenant on the ground of breach of this Tenancy Agreement in the following circumstances:
- the Lessor must serve a written notice requiring the Tenant within 2 weeks after the day of service to remedy the breach if it is capable of remedy;
 - if the breach is not remedied within 2 weeks after the day of service or if the breach is not capable of remedy - the Lessor must give a notice to vacate the Premises within 2 weeks after the date of service of the notice to vacate;
 - if the Tenant does not vacate the Premises within the period of 2 weeks after the date of service of a notice to vacate - the Lessor may apply to the tribunal for an order terminating this tenancy and for the eviction of the Tenant; or
 - if the Tenant breaches the terms of this tenancy on 3 occasions on any ground - on the 3rd occasion the Lessor may serve a notice to vacate and need not give the Tenant 2 weeks to remedy the breach.

Termination of tenancy without cause

94. The Lessor may serve a notice to vacate during the term of this tenancy requiring the Tenant to vacate the Premises at the end of the notice provided that -
- (a) the notice is for 26 weeks; and
 - (b) the notice does not require the Tenant to vacate the Premises during a fixed term.
95. (1) If the Lessor serves a notice on the Tenant under clause 94 requiring the Tenant to vacate the Premises at the end of the notice, the Tenant may vacate the Premises before that day without breaching the Tenancy Agreement by giving the Lessor a notice of intention to vacate—
- (a) if the term of this tenancy ends in less than 2 weeks—at least 4 days before vacating the Premises; and
 - (b) in any other case—at least 3 weeks before vacating the Premises.
- (2) If subclause (1) applies, this tenancy terminates on the day the Tenant vacates the Premises.

Termination of periodic tenancy

96. (1) If a periodic tenancy is granted under this Tenancy Agreement, or arises upon the expiry of a fixed term tenancy, the Lessor may serve on the Tenant a notice to vacate for the following periods on the following grounds:
- (a) 8 weeks' notice if the Lessor genuinely intends to live in the Premises;
 - (b) 8 weeks' notice if the Lessor genuinely believes the Lessor's immediate relative intends to live in the Premises;
 - (c) 8 weeks' notice if the Lessor genuinely believes an interested person intends to live in the Premises;
 - (d) 8 weeks' notice if the Lessor genuinely intends to sell the Premises; or
 - (e) 12 weeks' notice if the Lessor genuinely intends to reconstruct, renovate or make major repairs to the Premises and the reconstruction, renovation or repairs cannot reasonably be carried out with the Tenant living in the Premises.
- (1A) If the Lessor serves a notice to vacate on the ground of an intention or belief mentioned in subclause (1) (a), (b) or (c), the Lessor must also give the Tenant a statutory declaration about the intention or belief.
- (2) In this clause:
- immediate relative** means a son, daughter, son-in-law, daughter-in-law, mother, father, mother-in-law, father-in-law, brother, sister, brother-in-law or sister-in-law.
- interested person** for a Lessor, means a person who is not an immediate relative of the Lessor but who has a close family or personal relationship with the Lessor and who has a reasonable expectation arising from that relationship that the Lessor would provide accommodation for that person.
97. (1) If a Tenant is required to vacate the Premises in accordance with clause 96, the Tenant may vacate the Premises at any time during the 2 weeks before the date specified in the notice to vacate provided the Tenant gives the Lessor 4 days' notice of intention to vacate.
- (2) In this case, this tenancy terminates on the date that the Tenant vacates the Premises.

Notice of address for service

98. (1) At the commencement of this tenancy, the Lessor and the Tenant must each give an address for service of notices.
- (2) If the address changes during the tenancy, the Lessor or Tenant must advise the other party of the new address for service within 2 weeks of the change.
99. On vacating the Premises, the Tenant must advise the Lessor of a forwarding address.
100. If 2 or more people are stated as the Tenant, except where this agreement otherwise provides, they do so as joint Tenants.