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# **RESIDENTIAL TENANCY AGREEMENT**

**VERSION 4.11**  
**May 2019**

## **IMPORTANT NOTICE**

This is an agreement between the owner and the tenant for the tenant to have the right to occupy residential premises in exchange for a rent and a security deposit. The individual details are as listed in the Schedule attached to this Agreement.

Nearly all the terms in this agreement are included under a Law called the Residential Tenancy Act 1997 as amended and any regulations made pursuant to that Act (referred to in the rest of this agreement as "the Act"). If there is any dispute about the meaning of any word in this agreement, it has the meaning given in the Act. If there is any inconsistency between the Act and this agreement, the Act will take precedence.

Tenants must be aware that their goods are not covered by any insurance taken out by the owner, and they have to take out their own cover if they want insurance for their goods.

# Residential Tenancy Agreement Schedule

## INDIVIDUAL DETAILS

Owner:

Tenant:

Approved Occupants:

Start Date: \_\_\_ / \_\_\_ / \_\_\_ (If Start Date is conditional upon an event  
(eg vacancy or sale) insert here)

Fixed Period: \_\_\_\_\_ Change Date: \_\_\_ / \_\_\_ / \_\_\_

Premises:

Street \_\_\_\_\_

Suburb \_\_\_\_\_ State \_\_\_\_\_ Postcode \_\_\_\_\_

(If relevant, describe any area not included in the Premises)

Rent: \$ \_\_\_\_\_

Security Deposit: \$ \_\_\_\_\_

Nominated Repairers: \_\_\_\_\_

Electrical:

Plumbing:

Glass:

Maintenance:

Approved Cleaning Company: \_\_\_\_\_

## AGENT DETAILS

Agent \_\_\_\_\_

Agency First National Real Estate Burnie

Street 2/203 Mount Street

Suburb Upper Burnie State TAS Postcode 7320

Phone 03 64327800 Fax \_\_\_\_\_ Mobile \_\_\_\_\_

Email fnbrentals@email.propertyme.com

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## PRIVACY ACT (COMMONWEALTH) 1988 - COLLECTION NOTICE

The personal information the prospective tenant provides in this application or that which is collected from other sources is necessary for the Agent to verify the Applicants identity, to process and evaluate the application and to manage the tenancy. The Agent may disclose information (including information with respect to the sale of the property) to other parties including the Real Estate Institute of Tasmania, media organisations, potential buyers, existing and potential future clients of the agent, parties engaged to evaluate the property, owner corporations, government and statutory bodies, financial institutions, and by publication on the Internet. Information already held on tenancy reference databases may also be disclosed to the Agent and/or landlord. Unless you advise the Agent to the contrary, the Agent may also disclose such information to The Real Estate Institute of Tasmania Ltd (REIT) for the purpose of documenting all leasing data in the area for the benefit of its members as part of membership services and for others in the property or related industries, and so as to assist them in continuing to provide the best possible service to their client. In providing this information, you agree to its use, unless you advise the Agent differently. The privacy policy of the REIT can be viewed on its website [www.reit.com.au](http://www.reit.com.au). If the Applicant enters into a Residential Tenancy Agreement and if the Applicant fails to comply with their obligations under the Agreement, that fact and other relevant personal information collected about the Applicant during the course of the tenancy may also be disclosed to other parties, including those referred to above. The Agent will only disclose information in this way to other parties to achieve the purposes specified above or as otherwise allowed under the Privacy Act. If the Applicant would like to access this information they can do so by contacting the Agent at the address and contact numbers contained in this Application or the REIT on (03)6223 4769. The Applicant can also correct this information if it is inaccurate, incomplete or out of date. If the information is not provided, the Agent may not be able to process the application and manage the tenancy.

I / We

Acknowledge that I/We have read and understood the contents of this Privacy Collection Notice

\_\_\_\_\_  
(Tenant/s to sign) Date \_\_\_\_\_

DRAFT

# Residential Tenancy Agreement Schedule

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## 1. AGREEMENT

### (1) Individual Details

This is an agreement between the people shown on the schedule, and with the individual details shown on the Schedule that is attached to this agreement, and which is a part of the agreement.

### (2) Fixed Period

The fixed period of this agreement lasts from the start date (see Schedule) until the change date (see Schedule) and for the fixed period shown on the Schedule.

### (3) During Fixed Period

Between the start date and the change date the agreement can be ended if it is specifically terminated by the tenant (see clause 8) or the owner (see Clause 10) or by agreement of the tenant and the owner (see Clause 13) or a Court Order (see Clause 9). It cannot be terminated just because one party wants to.

(4) Subject to section 47C of the Act, if the tenant includes more than one (1) person, each person is jointly and severally liable under the agreement. This means each person is individually liable for all damages for breach of the agreement, although each person has a right to seek reimbursement from the other persons to share equally in the liability. Any tenant who ceases to occupy the premises is not liable for any loss caused by an act or omission of any other tenant who remains in occupation of the premises if that act or omission occurred after the tenant who has ceased to occupy the premises has left. The onus of proving when an act or omission causing loss occurred is on the tenant who has left the premises.

(5) Only the persons named as tenant or as an approved occupant may occupy the premises. If any other person becomes a permanent occupier without the written consent of the owner that person will be a trespasser.

(6) The owner must provide the tenant with a copy of this agreement within fourteen (14) days after the start date.

## 2. RENT

(1) Rent must be paid two or four weeks in advance (as notified by the owner) as from the start date until the agreement is validly terminated.

(2) Every twelve (12) months the rent can be increased by a reasonable amount upon the owner giving sixty (60) days notice in writing to the tenant. If the tenant thinks the increase is unreasonable, an application can be made to the Residential Tenancy Commissioner to decide the dispute.

(3) If rent is paid in cash or by cheque the owner must give the prescribed receipt.

## 3. SECURITY DEPOSIT

(1) Unless otherwise agreed, the tenant cannot take possession of the premises until payment of the security deposit.

(2) An owner may require that an amount be paid by or on behalf of the prospective tenant as security for the performance of obligations under the Residential tenancy agreement, not exceeding four (4) weeks rent.

(3) The security deposit must be paid by the tenant to either:

- (a) The Rental Deposit Authority – "MyBond" or

# Residential Tenancy Agreement Schedule

- (b) if the premises are managed on the owner's behalf by a property agent either:
- (i) to that property agent, who is required to lodge the bond within ten (10) days of receipt; or
  - (ii) to the Rental Deposit Authority – "MyBond".
- (4) The owner must give the tenant two (2) copies of a report stating the condition of the premises on or before the day the tenant occupies the premises, and the tenant must agree or disagree with the report by writing on it what they disagree with, signing it and returning it to the owner within two (2) days.
- (5) Within three (3) working days of the termination of the agreement the owner must give to the tenant a claim form signed by the owner. If the owner believes they are entitled to a disbursement of the security deposit, the claim form must include:
- (a) the reason for the disbursement of the security deposit to the owner; and
  - (b) the amount that it is considered should be disbursed to the owner or an estimate of the date on which it is expected that the amount will be determined.
- (6) If the owner, all tenants and all deposit contributors agree with the claim form and endorse the claim form any person may lodge the claim form with the Authority.
- (7) The owner may lodge a claim form with the Authority if the tenancy has ended and if the deposit contributor has not lodged a claim form with the Authority, and
- (a) within ten (10) days after it was given to the tenant under clause 3(5) it has not been lodged by the tenant, or
  - (b) the owner has been unable to give the claim form to any tenant after taking all reasonable steps to do so.
- (8) If the tenant has not received a claim form from the owner within three (3) working days from termination of the residential tenancy agreement the tenant may lodge a claim form with the Authority.
- (9) If the tenant disputes a claim form received from the owner, the tenant may lodge with the Commissioner of the Authority a dispute at any time before the claim form is lodged with the Authority or in all other cases within ten (10) days after the lodgment of the claim form with the Authority.
- 4. GENERAL REPAIRS**
- (1) The owner must maintain the premises as nearly as possible in the condition they were on the day this agreement was entered into except for reasonable wear and tear.
  - (2) The tenant must notify the owner of any repairs needed in respect of the premises within seven (7) days of the need arising.
  - (3) The owner must carry out any repairs specified in the notice that are not the tenant's fault within twenty eight (28) days of being notified.
  - (4) The tenant must carry out any repairs to the premises (including pipes) which are the tenant's fault within twenty eight (28) days of the need arising.
- 5. URGENT REPAIRS**
- (1) If the water, sewerage, electricity, cooking stove and oven, hot water service, removal of grey water, tap washers, any heating that came with the property and inaccessible light globes cease to function, then the tenant must inform the landlord/agent of the need for the urgent repair as soon as practicable, and the landlord/agent must have essential service restored as soon as practicable. Standard accessible light globes are the responsibility of the tenant.
  - (2) If the landlord/agent is unable to be contacted, or fails to organise the repairs within 24 hours of being notified, a tenant may authorise the repairs to be done by a nominated repairer, or if there is no nominated repairer, a suitable repairer. Repairs are only to be carried out to the extent that the essential service becomes functional again.
- 6. EMERGENCY REPAIRS**
- (1) If premises are damaged, and if the damage is not repaired further damage is likely to occur as a result, (for example a hole in the roof), then the tenant must notify the owner as soon as practicable.
  - (2) If the owner cannot be contacted promptly, the tenant may authorise the nominated repairer or another suitable repairer to fix the damage so far as is necessary to stop any further damage occurring. If the owner arranges for the repairs to be carried out within twenty four (24) hours after being notified, the owner must ensure that the repairs are actually carried out as soon as practicable.

## Residential Tenancy Agreement Schedule

### 7. COST OF URGENT OR EMERGENCY REPAIRS

- (1) The cost of any urgent or emergency repairs done by a nominated repairer has to be paid by the owner, but if liability is disputed, it can be decided by a Magistrate.
- (2) The cost of any urgent or emergency repairs done by a suitable repairer has to be paid by the tenant, and the owner must reimburse the tenant. If there is a dispute it can be decided by a Magistrate.

### 8. TERMINATION OF AGREEMENT BY A TENANT

- (1) The tenant can only terminate the agreement if:
  - (a) The owner has breached the agreement in some way, (for example by failing to carry out repairs); or
  - (b) The tenant wishes to, and the change date has passed without extension of the fixed period so the agreement is a no-fixed-period agreement.
- (2) The tenant can only terminate the agreement by giving a Termination Notice stating a date at least fourteen (14) days after the notice is served when the agreement will end.
- (3) If the Termination Notice is given because the owner has breached a provision of the agreement, other than a provision relating to repairs, and the owner fixes the breach before the fourteen (14) days runs out, then the notice has no effect and the agreement stays in force.
- (4) The Termination Notice must state:
  - (a) The date of service of the notice;
  - (b) The name of the tenant;
  - (c) The name of the owner;
  - (d) The address of the premises;
  - (e) The details of the reason the notice is served;
  - (f) The date more than fourteen (14) days after the date of service on which the agreement is to end.

### 9. TERMINATION BY COURT

- (1) Either party can apply to a Magistrate for an Order to terminate the agreement because the other party:
  - (a) Has or is likely to cause serious damage to the premises or their contents or to any neighbouring premises; or
  - (b) Has or is likely to cause physical injury to themselves, another party to the agreement or an occupier of neighbouring premises.

### 10. TERMINATION BY OWNER

- (1) The owner may terminate the agreement by serving on a tenant of the premises a Notice to Vacate for any of the following reasons:
  - (a) The tenant has failed to comply with the agreement in some way (for example by failing to pay the rent on time); or
  - (b) The agreement is not for a fixed period and the premises are to be sold, renovated or used for another purpose; or
  - (c) The agreement is due to expire not more than forty two (42) days after the service of a Notice to Vacate where that Notice to Vacate requires the tenant to vacate not earlier than the change date; or
  - (d) An order has been made under section 86 of the Land Titles Act 1980 for foreclosure of the premises; or
  - (e) The premises are to be sold pursuant to section 78 of the Land Titles Act 1980; or
  - (f) The tenant has caused a nuisance at the premises which is substantial.
- (2) A Notice to Vacate must state:
  - (a) The date of service of the notice;
  - (b) The name of the tenant;
  - (c) The name of the owner;
  - (d) The address of the premises;
  - (e) The details of the reason the notice is served; and
  - (f) The date more than fourteen (14) days after the date of service on which the agreement is to end.
- (3) A Notice to Vacate takes effect:
  - (a) fourteen (14) days after the Notice is served for one or more of the reasons set out in sub-clause(1)(a) or (f);
  - (b) sixty (60) days after the Notice is issued for one or more of the reasons set out in sub-clause (1)(d) or (e);
  - (c) forty two (42) days after the Notice is served for the reason set out in sub-clause (1)(b) or (c) but not before the change date.

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- (4) If the reason for the Notice is because the tenant has breached a provision of the agreement, and the tenant fixes the breach before the fourteen (14) days runs out (for example by repairing damage the tenant has caused) then the Notice has no effect and the agreement stays in force EXCEPT if the tenant has received two (2) prior Notices to Vacate for non payment of rent in the preceding 12 months, in which case the breach cannot be fixed any more and the Notice to Vacate will take effect regardless of what the tenant does and the agreement will end after the fourteen (14) days runs out.
- (5) A Notice to Vacate expires after the period of 28 days from the date on which it took effect.

## 11. TERMINATION BY ABANDONMENT

- (1) Premises are abandoned if the tenant stops occupying them without any valid Termination Notice or Notice To Vacate being delivered.
- (2) If a tenant abandons premises the tenant is liable to the owner for:
- rent payable under the agreement from the date of abandonment until the date on which another residential tenancy agreement for the premises is entered into or the date on which the agreement could have been terminated under the Act if another residential tenancy agreement for the premises is not entered into before that date; and
  - any other loss arising from the abandonment.
- (3) If a tenant abandons premises the owner must take reasonable steps to re-let the premises and reduce loss as much as possible.

## 12. TERMINATION BY EARLY VACATION

- (1) Early vacation of premises occurs if the tenant stops occupying them without any valid Termination Notice or Notice to Vacate being delivered and if the tenant has notified the owner of his/her intention to stop occupying the premises.
- (2) If a tenant vacates premises early the tenant is liable to the owner for:
- rent payable under the agreement from the date of early vacation until the date on which another residential tenancy agreement for the premises is entered into or the date on which the agreement could have been terminated under the Act if another residential tenancy agreement for the premises is not entered into before that date; and
  - any other loss arising from the early vacation.

- (3) If a tenant vacates premises early the owner must take reasonable steps to re-let the premises and reduce loss as much as possible.

## 13. TERMINATION BY AGREEMENT

- (1) If both the tenant and the owner wish to terminate the agreement early, they can always agree to do so.
- (2) The agreement to terminate early may include terms of compensation as part of the agreement, and this will be binding on the parties.
- (3) If one party does not wish to terminate early by agreement, subject to clause 12, the other party cannot break the lease without being liable for breach of the agreement in accordance with Clause 28.

## 14. SALE OF ABANDONED GOODS

If a tenant leaves goods on the premises after an agreement is terminated, the owner can dispose of them if they seem to have no value, sell them if they seem to be worth under Three Hundred Dollars(\$300.00), or get a Magistrate's permission to sell them if they seem to be worth more than Three Hundred Dollars (\$300.00). The proceeds of sale can be used for compensation to the owner, and any balance not collected by the tenant within six (6)months is forfeited to the Government.

## 15. SUBLETTING

- (1) The tenant must not rent the premises to someone else, transfer this agreement, give possession of all or part of the premises to someone else, or allow extra people to permanently or on a regular basis occupy the premises without the consent in writing of the owner.
- (2) If the owner consents to any such requests, subject to clause 1(4), all of the old tenants and the new tenants will be bound by this agreement.
- (3) The owner cannot unreasonably refuse to give that consent, or charge the tenant for giving that consent except for reasonable expenses caused by giving that consent.

## 16. VACANT POSSESSION

The owner must ensure the premises are vacant on the start date and the tenant must ensure the premises are vacant on the day after the agreement ends.

## 17. USE OF PREMISES

The tenant must not use the premises for anything other than a residence, and must not cause or permit a nuisance to be made on or from the premises.

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### 18. LOOKING AFTER THE PREMISES

- (1) The tenant must keep the premises reasonably clean, and in the same condition they were in on the start date apart from reasonable wear and tear.
- (2) Looking after the premises means, in addition to anything else, that the tenant must:
  - (a) Keep all baths, sinks, water pipes, drains, drain pipes and toilet systems cleaned and maintained;
  - (b) Clear any stoppage or blockage in any pipes caused by the tenant's conduct;
  - (c) The Tenant agrees that he/she shall be responsible for the periodic replacement of electric light globes and other consumable items such as fluorescent tubes and starters if they are accessible and fuses. The Tenant further acknowledges that, unless details of missing or malfunctioning items were included in the condition report, all electric globes, tubes and starters for all light fittings were present and in working condition as at the commencement of the Tenant's occupancy of the property;
  - (d) Notify the owner of any leaking taps not the fault of the tenant;
  - (e) Replace broken or cracked glass, which is the fault of the tenant;
  - (f) Remove marks, scratches and stains which are the fault of the tenant;
  - (g) Repair all damage caused by the tenant or any person coming onto the premises with the tenant's stated or implied consent;
  - (h) Keep the garden and grounds belonging to or surrounding the premises neat and tidy and in the same order and condition as they were in at the start date;
  - (i) Supply a garbage can with a tight fitting lid and place all rubbish and refuse securely in it and regularly place it in a position required by the collectors on the days set aside for garbage collection; and
  - (j) Keep all forms of heating free of lint and other contaminants and to ensure filters of heat pumps are cleaned regularly in accordance with the manufacturers instructions.
  - (k) Maintain and clean any swimming pool on the premises so that it is suitable for human use at all times.
- (3) Looking after the premises means, in addition to anything else, that the tenant must not without the consent of the owner in writing:
  - (a) Throw or permit to be thrown any fat, tea leaves or other solid matter down any sink, drain or pipe;
  - (b) Paint, drive nails or screws into the walls, ceilings or floors;
  - (c) Fix anything to the walls, which will mark or damage the walls or paint work;
  - (d) Make any alteration or addition to the premises;
  - (e) Put up any placard, sign, board or advertisement;
  - (f) Hang any clothes or other articles out of the windows or on the outside of the premises other than on clothes drying facilities provided;
  - (g) Use a kerosene heater;
  - (h) Keep on the premises any animal, bird or other pet;
  - (i) Obstruct the premises or permit any obstructions;
  - (j) Accumulate or permit any accumulation of rubbish, refuse or material.
  - (k) Carry out any car repairs or maintenance other than cleaning or polishing.
  - (l) Break, scratch, scrape or otherwise damage in any way any part of the premises.
  - (m) Smoke or allow to be smoked any cigarette, cigar, pipe or other device inside the premises.
- (4) When the tenant leaves the premises, they must be left in the same condition, as nearly as possible, apart from reasonable wear and tear, as they were in on the start date, and the tenant for that purpose must:-
  - (a) Return all keys to the owner by close of business on the last day of the Lease Agreement;
  - (b) Polish all floors;
  - (c) Clean all sinks, hand basins, baths, shower recess and toilets;
  - (d) Remove all marks from walls caused by the tenant;
  - (e) Defrost and clean the refrigerator, turn off the power and leave the fridge door open;



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- (f) Clean the stove inside and out, front and sides and top and bottom;
- (g) Clean all venetian blinds;
- (h) Clean all windows and doors internally and externally;
- (i) Ensure that all lawns are mowed and the garden is in good order;
- (j) Remove all garbage and rubbish from the premises;
- (k) Remove all the tenant's goods; and
- (l) Have the carpets professionally cleaned by a professional cleaning company, approved by the owner.
- (m) Have the premises professionally fumigated, if consent has been granted under clause 18(3)(h) for any animal, bird or other pet to be kept on the premises.

## 19. PRIVACY

An owner of residential premises must not interfere with the reasonable peace, comfort and privacy of the tenant other than as specified in this agreement or permitted by law and must pay by the due date all rates and land taxes in respect of the premises.

## 20. RIGHT OF ENTRY

- (1) The owner of the premises may enter the premises at any time without the tenant's permission if it is reasonably believed that:
  - (a) The tenant is ill or injured and is unable to give permission;
  - (b) A denial of immediate access is likely to result in damage to all or part of the premises;
  - (c) There is a risk to the tenant or another person present on the premises;
  - (d) Damage has occurred to the premises; or
  - (e) The premises have been abandoned.
- (2) The owner of the premises may enter the premises on giving twenty four (24) hours' notice to the tenant for any of the following reasons:
  - (a) To meet commitments under this agreement;
  - (b) If it is reasonably suspected that the tenant has breached the agreement;
  - (c) To check that repairs have been properly carried out; and
  - (d) To carry out an inspection within one (1) month of the start date; and
  - (e) To carry out routine inspections once every three (3) months.

After giving the notice specified in sub-clause (2) the owner may enter the premises during any period the tenant agrees to or, if there is no agreement, between the hours of 8am and 6pm as specified by the owner.

- (3) If a Notice to Vacate or Notice of Termination has been given, the owner of a residential premises may enter the premises without the approval of the tenant to show the premises to one prospective tenant only and any persons accompanying the prospective tenant:
  - (a) On not more than one occasion on any one day;
  - (b) On not more than 5 days in any one week;
  - (c) On the giving of at least forty eight (48) hours' notice in writing to the tenant;
  - (d) Between the hours of 8am and 6pm.
- (4) If a Notice to Vacate or Notice of Termination has not been given, the owner of the premises may within twenty eight (28) days of the expiry of the agreement enter the premises without the tenant's approval to show the premises to one prospective tenant only and any persons accompanying the prospective tenant:
  - (a) On not more than one occasion on any one day;
  - (b) On not more than 5 days in any one week;
  - (c) On the giving of at least 48 hours' notice in writing to the tenant;
  - (d) Between the hours of 8am and 6pm.
- (5) If the owner wishes to let the premises the owner may, with the prior written approval of the tenant, by notice to the public, invite prospective tenants to inspect the premises in the presence of the owner within the period specified in the tenant's approval.
- (6) The owner of the premises may enter the premises without the tenant's approval to show the premises to one prospective purchaser only and any person's accompanying the prospective purchaser:
  - (a) On not more than one occasion on any one day;
  - (b) On not more than 5 days in any one week;
  - (c) On the giving of at least 48 hours' notice in writing to the tenant;
  - (d) Between the hours of 8am and 6pm.
- (7) If the owner wishes to sell the premises the owner may, with the prior written approval of the tenant, by notice to the public, invite prospective purchasers to inspect the premises in the presence of the owner within the period specified in the tenant's approval.

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## 21. LOCKS AND SECURITY DEVICES

- (1) The owner must install and maintain adequate locks and security devices to secure the premises.
- (2) No party may add, alter or remove any lock or security device without the permission of the other party or a Court Order and a copy being given to the other party.
- (3) The tenant may apply to a Magistrate for an order that the owner comply with either sub-section (1) or (2) of this clause.

## 22. TENANT'S LIABILITY FOR ACTION OF OTHERS

The tenant is liable for anything done by any person who is on the premises with the tenant's stated or implied permission.

## 23. RECORD OF RENT

The owner must keep a record of all rent received from the tenant for five (5) years after the agreement is terminated.

## 24. NOTIFICATION OF OWNER'S NAME AND ADDRESS

- (1) The owner must by the start date notify the tenant in writing of the full name and address of the owner or any agent of the owner or if a corporation the name of a responsible officer and the address of the registered office.
- (2) The owner must notify the tenant of any change to such a name and address.

## 25. TENANT'S BILLS

- (1) The tenant must pay all charges to, for or on behalf of the tenant in respect of:
  - (a) gas,
  - (b) electric light and power,
  - (c) telephone calls, rental and installation on the premises,
  - (d) water consumption charges if the residential premises are equipped with a device that calculates the amount of water used at those premises; and
  - (e) all other charges levied by any competent authority providing services (other than water charges if the premises is not equipped with a device that calculates water used at those premises); and
  - (f) charges for reading meters and issuing accounts for gas or electricity used by the tenant.
- (2) The tenant further acknowledges and agrees that the electricity supply to the property must remain connected until a vacating inspection occurs.

- (3) The tenant must pay for any water consumption charge levied on an owner by a council for water consumed by the tenant and any other competent authority if permitted by the Act.

## 26. PARKING

The tenant must not use any part of the premises nor any part of any other property owned by the owner for the standing, storing or parking of the tenant's vehicle or vehicles unless an area is specifically set aside for that purpose, in which case the tenant must use only that area.

## 27. BODY CORPORATE RULES

The tenant must comply with any applicable By-Laws of any Body Corporate of the premises that are existing or introduced by it from time to time provided they do not conflict with the Act. The tenant acknowledges having received a copy of the Body Corporate By-Laws relating to the premises before entering into this agreement.

## 28. BREACH OF AGREEMENT

- (1) If any party does not do something that has been agreed will be done (such as pay rent or do repairs) or does something prohibited by the agreement (such as damage the premises) the other party is entitled to:
  - (a) Terminate the agreement in accordance with the terms set out above and the Act, and also
  - (b) Payment of compensation for losses arising from the breach of agreement (such as rent until a substitute tenant is found, associated costs and advertising expenses); and also
  - (c) Be repaid any costs (such as Court fees, solicitors fees, service fees and so on) reasonably incurred in getting the compensation.
- (2) The owner is:
  - (a) Obligated to take all reasonable measures to minimise any loss or damage to the premises;
  - (b) Obligated to take all reasonable measures to enter into a new residential tenancy agreement for the premises with another tenant as soon as possible after the early vacation or abandonment of the premises;
  - (c) Not entitled to be paid for any loss or damage that occurs because of the failure to take those measures.
- (3) Subject to clause 28 (2) it is specifically agreed that if the tenant does not return the key by 2.00pm the day after the agreement ends, one days rent will be payable as compensation for that and one days rent will be payable for every day that the keys are not returned.

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## 29. NOTICE

- (1) Any notice to be given under this agreement is sufficiently given:
  - (a) If left at the last known address of the party to whom it is directed;
  - (b) If posted to the last known address of the party to whom it is given; or
  - (c) If handed to the party to whom it is given.
- (2) Any notice left or posted to an address shall be deemed to have been given on the second day after it has been posted or left.

## 30. SMOKE ALARMS

The tenant MUST:

- (a) Test and clean the smoke alarms in the property every six months;
- (b) Advise the Property Agent of the Owner if the alarm/s do not function as intended.

## 31. ADDITIONAL CLAUSES (If required)

### (1) PHONE LINES

The owner makes no warranty as to the availability of any phone lines to the premises. If a tenant requires a phone/internet connection at the premises, it is the tenant responsibility to arrange at his/her own cost.

### (2) REPORTING REPAIRS / MAINTENANCE

With reference the Clauses 4(2), 5(1) and 6(1) the tenant has an obligation to promptly notify the agent of any repairs or maintenance. All repairs, maintenance and refurbishment advice is to be received in writing either on the Agency's Repair Request form, online through the Tenant Portal or Tenant Assist Concierge. This includes urgent / emergency advice, although in the case of an emergency, an initial phone advice will be accepted.

### (3) INSURANCE

The tenant acknowledges that he/she has been advised to insure his/her own personal items with Contents Insurance as NOT covered under the Landlords policy. The tenant further acknowledges that the property will be kept secure at all times.

### (4) HOUSEHOLD MOULD

The tenant agrees to use all heating provided in cooler weather to maintain an even temperature in the premises. OWNER/AGENT RECOMMENDS THAT THE SUPPLIED HEATING IS USED AT ALL TIMES. The tenant will keep the premises ventilated by periodically opening windows to allow circulation of fresh air & allow sunlight into the property as much as possible. Please refer to your copy of the Mould Fact Sheet For Tenants in your Tenant Information eBook.

### (5) WATER CONSUMPTION CHARGES

With reference to Clause 25 (1) (d), if you are invoiced for water consumption charges, the invoiced amount due will be deducted via direct debit with your next rental payment.

### (6) GLASS BREAKAGE

The tenant acknowledge that unless a Police Report is provided for malicious damage all glass breakages/cracks in the home not noted on the condition report is considered the responsibility of the tenant to fix

### (7) GARDENING

The tenant acknowledges that they are responsible for all the ongoing maintenance & upkeep of the garden & any associated cost including but not limited to, mowing, watering, clearing of drains, weeding of lawns & gardens. Grass clippings & garden debris are not to be accumulated on the property & must be removed at the tenants cost.

### (8) INDOOR PLANTS, BIRD CAGES & AQUARIUMS

No pot plants, bird cages, or aquariums are to be sat directly onto floor coverings. Provisions must be made to protect floor coverings from exposure to water. Any damage will be repaired/replaced at the cost of the tenant.

### (9) PET APPROVAL

The Tenant hereby agrees to remedy and pay for any damage caused to the property and/or contents which if caused by the pet/s residing at the property. For the avoidance of doubt any such damage shall not be deemed to be fair wear & tear. Additionally the tenant is to have all carpets professionally treated for urine, deodorized & fumigated for fleas/mites & provide a receipt at the end of the tenancy.

### (10) RECOVERY COSTS/SCHEDULED FEES

(a) With reference to Clause 28 (1) (b) & (c) - the tenant acknowledges that costs for the recovery of a debt whether rental or maintenance are their responsibility and include all legal and collection agency costs.

(b) The tenant hereby agrees to pay to the agent for any service provided by the Agent as listed in the schedule of fees below and to pay immediately for any fees incurred by the Agent or the owner in administering the terms of this agreement. The tenant agrees to reimburse the Owner or his Agent immediately should any fees remain outstanding at the end of the lease. Any outstanding fees will not be deducted from the security deposit (bond) and may be lodged with the collection agency.

- Extra copy of the Tenancy Agreement | \$22 per copy
- Extra copy of the Entry Report | \$22 per copy
- Electronic Dishonour Fee | \$10 per dishonour
- Overdue Accounts (calculated daily) | 10%pa
- Change of Shared Tenancy | \$132
- Marketing Fee for lease break (Up front) | \$110
- Retraction of Lease Break | \$110
- Organise vacate duties (each service) | \$55

### (11) NON-DISPARAGEMENT

a. The tenant agrees not to make a negative or disparaging media release, announcement, blog, public statement or article for publication (negative social media publication) about the services provided by First National Burnie (the agency) whether in electronic form or otherwise, except after having first referred the matter to the agency & after having provided the agency with a reasonable opportunity to address or rectify the matter of concern to the customer.

b. In the event that the tenant makes a negative social media publication about the services provided by the agency, the tenant shall be liable to & shall wholly indemnify the member against any & all loss or damage arising from such negative social media publication where the matter giving rise to the negative social media publication was not first referred to the agency & the Agency given a reasonable opportunity to address or rectify the concern, or, the negative social media publication does not constitute genuine feedback or information concerning the services provided by the agency in accordance with Australian Consumer Law.

IN WITNESS WHEREOF THE PARTIES TO  
THIS AGREEMENT HAVE SIGNED IT THIS DAY OF \_\_\_\_\_

Day/Month

Year

SIGNED by the tenant \_\_\_\_\_

SIGNED by the owner \_\_\_\_\_

SIGNED by the  
Property Agent as  
agent for the owner \_\_\_\_\_

(NOTE: owner is not required to sign where the owner has appointed the agent to sign on behalf of the owner pursuant to Management Agreement or other Authority)

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