

Residential Tenancy Agreement

1. THIS AGREEMENT is made on the date specified in item 1 in the Schedule hereto between the Landlord and their agents whose names and addresses is specified in item 2, the Primary Tenants whose name and address is specified in item 3 in the Schedule and the sub-tenant whose name and address is specified in item 4 in the Schedule and all references in this agreement to The Tenant includes any sub-tenant to which the Primary Tenant sub-lets the premises or any part of the premises.

Premises and Rent

The Landlord lets to the Tenant the Premises specified in item 5 in the Schedule together with those items indicated in the Schedule, for which the rental shall be the amount specified in item 6 in the Schedule of which the first instalment is payable on the date specified in item 7 of the Schedule and payable by the Tenant to the party specified in item 8 in the Schedule.

Bond

Security bond of at least one extra month rental in advance is levied and the Landlord/Agent reserves the right to make a detailed inspection of the Premises on the 1 monthly anniversary of the lease agreement, subject to 48 hours notice.

Any loss or damage identified during the inspection shall be invoiced to the Tenant on 28 day terms and any amount outstanding 28 days after such invoice is issued shall be considered a commercial loan to the Tenant as a debtor of the Landlord. Failure to pay the invoiced amount within 28 days of the invoice date will be deemed a breach of this agreement.

If any outstanding invoice or rental amount exceeds 30 days past due then the landlord is entitled to inquire and record the amount as a default on the Tenant's credit record subject to 30 days notice.

Subject to the determination of any cost of excess cleaning or repairs, the bond/extra month's rent held in the last month of the lease, net of any costs or outstanding charges, shall be refunded to the Tenant within 3 business days of a final inspection, which will be done by the agent or landlord within 5 business days of the Tenant vacating the property,.

Fixed Term Tenancy

The term of this Agreement shall be as specified in item 11 of the Schedule Commencing on the date specified in item 12 in the Schedule and Ending on the date specified in item 13 in the Schedule and unless either party terminates this Agreement in accordance with the provisions of this agreement and the Residential Tenancies Act 1997 this Agreement shall then continue as a periodic tenancy
OR

Periodic Tenancy

This Agreement shall commence on the date specified in item 14 in the Schedule and continue until terminated in accordance with the Residential Tenancies Act 1997.

2. Condition Of The Premises

The LANDLORD must:

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

3. Damage to the premises.

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

4. Cleanliness of the premises.

- a) The LANDLORD must ensure that the premises are in a reasonably dean condition on the day on which it is agreed that the TENANT is to enter into occupation of the premises.
- b) The TENANT must keep the premises in a reasonably clean condition during the period of agreement.
- c) THE TENANT must ensure that litter, weeds, stains, and other marks are promptly cleared / cleaned from floors, floor coverings, stairs, paths, driveways, walls, fences, gates, doors and windows.

5. Use of the premises.

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

6. Quiet enjoyment.

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

7. RESIDENTIAL TENANCIES ACT 1997

Each party must comply with the Residential Tenancies Act 1997.

(NOTE: Reference should be made to the Residential Tenancies Act 1997 for further rights and duties.)

ADDITIONAL TERMS - Additional terms which do not take away any of the rights and duties included in the Residential Tenancies Act 1997 may be set out in this section. Any additional terms must also comply with the Unfair Contract Terms under the Fair Trading Act 1999 Contact Consumer Affairs Victoria on 1300 55 81 81 for further information.

8. Use of the premises

The tenant must primarily use the premises as a residence. If the tenant wants to use the premises as a residence and for an ancillary purpose, the tenant must first obtain the landlord's written consent.

The landlord will not unreasonably withhold consent and in giving consent may impose reasonable terms and conditions.

9. Assignment or Sub-letting.

9.1 TENANT must not assign, sub-let or license use of the whole or any part of the premises without written consent of the LANDLORD. The LANDLORD's consent will not be unreasonably withheld.

9.2 The LANDLORD must not demand or receive any fee or payment for the consent, except in respect of any fees, costs or charges incurred by the landlord in relation to the preparation of a written assignment of the agreement.

10. Changes in occupation of the premises

10.1 If during the term of the tenancy the people in occupation of the premises change, the tenant must notify the landlord or the agent in writing as soon as practicable and comply with clauses 8, 9 and 10.

10.2 If the tenant assigns the tenancy, sub-lets or grants license of the use of any part of the premises, contrary to clauses 8, 9 & 10, or if the tenant abandons the premises or cancels the tenancy, the tenant may be required to reimburse the landlord's re-letting expenses including:

- 10.2.1 a pro-rata letting fee
- 10.2.2 advertising or marketing expenses incurred;
- 10.2.3 rental database checks and credit checks on applicants
- 10.2.4 rent on the premises until such time as the lease is assigned, or cancelled, or the expiry of the tenancy, whichever first occurs.

11. Tenant intending to leave when the lease ends, or before

If the tenant intends to vacate the premises and thus end the tenancy, written notice of the tenant's intention to vacate must be given to the landlord or the agent 28 days before the tenancy concludes.

12. Return of keys and obligation to pay rent

The tenants must return all the keys, security cards, and remote controls of the premises to the landlord or the agent in a complete, proper working state when the tenant vacates the premises.

The tenant's obligation to pay the rent continues until the time all keys and access devices are returned, subject to the landlord taking reasonable steps to mitigate any loss by attempting to re-let the premises.

13. Tenant remaining in possession after the tenancy ends

If the tenant remains in occupancy of the premises after the tenancy has come to an end and does not then enter into a fixed term lease, the tenant must give written notice of intention to vacate the premises specifying a termination date that is not less than 28 days after the day on which the tenant gives notice to the landlord or the agent – this effectively initiates a monthly arrangement past the initial lease term.

14. Landlord requiring the premises when the lease ends

If the landlord requires possession of the premises when the lease ends, the landlord will give the tenant a notice in the manner required by the Residential Tenancies Act 1997.

15. Changing locks and alarm code

15.1 The tenant may NOT change the locks or access controls to the premises without the express permission of the Landlord. Managing agents have no authority to approve any change to the premises. The agents only have authority to conduct repairs and scheduled maintenance.

If the landlord approves any change of locks, alarms or security access the tenant must give the landlord and its managing agent duplicate keys to the changed locks and also return the original locks to the landlord within 7 days of such change.

15.2 The tenant may change the code of an alarm at the premises provided the tenant advises the landlord or the agent of the changed code within 7 days of such change.

15.3 The Tenant acknowledges that whilst all due care and attention has been taken, the Landlord cannot guarantee that all keys to the property were returned by previous occupants.

16. Fasteners, antennas and signs.

The tenant must obtain the landlord's or agent's written consent before painting or affixing any sign, antenna or cabling to the inside or outside of the premises.

The landlord's or agent's consent is also required before any fixture, nail, screw, or other fastener or adhesive is affixed to the inside or outside of the premises.

The landlord's or agent's consent will not be unreasonably withheld but may be given subject to reasonable conditions. Reasonable conditions include (but are not limited to) removal of the item or article affixed when the tenancy is terminated or comes to an end and the making good any damage caused to the premises by the installation or removal of that item or article.

16.1. "To Let", "Auction" or "For Sale" signs

The tenant will allow the landlord or the agent to erect a "to let" sign on the premises during the last month of the tenancy.

The tenant will allow the landlord or its agent to erect "auction" or "for sale" signs on the premises at any time. Signs must be positioned so as not to interfere with tenants' quiet enjoyment of the premises.

17. Cleaning on vacating the premises.

The premises and the existing carpet in the premises have been professionally cleaned and deodorised prior to the commencement of the tenancy and the tenant will be required to return the premises to the landlord and subsequent tenants in the same state. The tenants must have carpets professionally dry or steam cleaned and deodorised upon vacating the premises and provide the landlord/agent with a receipt for payment of work.

18. Damage to the premises.

18.1 The tenant must take responsible measures to ensure that anyone the tenant has allowed or permitted to be on the premises does not cause damage to the premises. This obligation does not extend to the landlord, the agent or their contractors.

18.2 The tenant must, as soon as practicable, notify the landlord or agent of any blockages or defects in drains, water services, sanitary systems, security systems, intercom systems and automated gates.

No item that could cause a blockage (including but not limited to personal hygiene products, disposable nappies, or excessive amounts of toilet paper) may be flushed down the sewerage, septic, storm water, or drainage systems. The tenant must pay all reasonable expenses that are incurred in rectifying defects or blockages that are caused by the tenant or a person the tenant has allowed or permitted to be on the premises. This obligation does not extend to defects or blockages caused by the landlord, the agent or their contractors.

18.3 The tenant will indemnify the landlord for any loss or damage caused to the premises by the tenant or a person the tenant has allowed or permitted to be on the premises. The indemnity does not apply to loss or damage caused by the landlord, the agent or their contractors.

18.4 The tenant will indemnify the landlord against liability for injury or loss sustained by any person or a person's property because of the negligence of the tenant or any negligence of a person the tenant has allowed or permitted to be on the premises. The indemnity does not apply to injury or loss caused by the landlord, the agent or their contractors.

19. Smoke detectors.

19.1 The tenant must conduct regular checks to ensure the smoke detectors are in proper working order, if the landlord, agent, or their contractors provides information about how to conduct checks. *(Note: regular checks are a requirement for the safety of occupants and security of the rented premises)*

19.2 The tenant must notify the landlord or the agent as soon as practicable if a smoke detector is not in proper working order.

19.3 The tenant must replace expired or faulty smoke detector batteries as required and in any event replace smoke detector batteries at the expiry of each 12 months of the term of periodic tenancy.

19.4 Replacement batteries must be new, of a reputable brand, and have suitable durability.

20. Flammable liquids, candles, lamps kerosene heaters and vehicle and boat repairs.

20.1 The tenant must not store lubricants or flammable liquids (including but not limited to kerosene and motor fuels) within the premises.

20.2 The tenant must not service or repair a motor vehicle, motorcycle, or boat at the premises.

20.3 The tenant must not use kerosene heaters at the premises.

20.4 Stains, wax residues and smoke marks must be promptly repaired by the tenant to ensure that re-letting of the premises is not delayed due to any need to repair or replace flooring, furniture or repaint walls and ceilings.

21. Storage, washing/drying and removal of waste and rubbish.

Washing, litter, waste bins, bicycles and sundry other personal chattels must be stored tidily in a way that does not cause any damage, nor impede access to any door, window, driveway or walkway.

The tenant must store all rubbish and waste in appropriate receptacles with close fitting lids. Rubbish and/or waste receptacles must be kept in the place specifically provided for the purpose (if any).

The tenant must have rubbish and waste regularly removed in accordance with the local council's waste removal schedule.

21.1. Washing/Clotheslines.

If the tenant hangs washing outside or airs articles, then the tenant must use the clothes line (if any) provided. No items may be visible from the street or common entrances to the property and should not impede any access or views of common property unless facilities for doing so are specifically provided for the tenant's use by the landlord. The tenant must use all washing facilities in the manner specified by the landlord or owners' corporation.

22. Utility charges

22.1 Unless a charge or services is specifically listed in the Schedules to this agreement the landlord is only liable for the costs and charges set out in section 53(1) and (if applicable) section 54 of the Residential Tenancies Act 1997.

(NOTE: Details of the costs and charges are available at www.parliament.vic.gov.au click on "Legislation and Bills" then click on "Victorian Law Today" and follow prompts).

22.2 The tenant is liable for the costs and charges set out in section 52 of the Residential Tenancies Act 1997.

(NOTE: Details of the costs and charges are available at www.parliament.vic.gov.au click on "Legislation and Bills" then click on "Victorian Law Today" and follow prompts).

22.3 If a service is damaged or disconnected because of the fault of the landlord or the agent or the fault of their contractors the landlord must have the service repaired or reconnected and pay the expense of doing so.

22.4 If a service is damaged or disconnected because of the fault of the tenant or any person the tenant has allowed or permitted to be on the premises, the tenant must have the service repaired or reconnected and pay the expense of doing so.

22.5 If the tenant disconnects or changes the supplier of a service, the tenant must pay any expense in connection with having the service disconnected and another service connected.

23. Landlord Insurance

23.1 The tenant will not knowingly do or allow anything to be done on the premises that may invalidate the landlord's insurance policies or result in the premiums being increased above the normal rate. The tenant does not have to comply with this obligation until provided with a copy of the landlord's insurance policies.

23.2 The tenant agrees to pay the landlord any excess incurred as a result of the accidental breakage of any fixtures, appliances, glass, toilet bowls, or wash basins in the premises if the damage has been caused by the tenant or by a person the tenant has allowed or permitted to be on the premises. The obligation does not apply if the accidental breakage is caused by the landlord, agent, or their contractors.

23.3 The tenant acknowledges that landlord's insurance policies do not cover tenants' possessions.

(Note: it is strongly recommended that tenant take out contents insurance to adequately cover possessions).

24. Light globes and fluorescent tubes.

The tenant must replace all damaged, defective, or broken light globes, spotlights, and/or fluorescent tubes (including starters) during the lease term, at the tenant's expense.

This obligation does not extend to replacing light globes, spotlights, and/or fluorescent tubes (including starters) damaged, broken or made defective by the landlord or the agent or their contractors.

25. Tenant to advise landlord or agent of defects.

The tenant must notify the landlord or agent as soon as practicable upon becoming aware of any defects that might injure a person or cause damage to the premises.

26. Garden & Courtyard

26.1 The tenant will maintain the garden (if any) and any courtyards, paved paths and driveways of the premises including the lawn, trees, shrubs, plants, and garden beds in a neat and tidy condition, free of weeds and so far as is reasonably possible pruned, free of garden pests and properly watered.

26.2 If the garden is watered by a watering system and/or via tank water, the tenant will maintain the system and/or tank(s) in the condition as at the start of tenancy (fair wear and tear excepted). The tenant is not required to repair damage caused by the landlord, the agent, or their contractors.

27. Pets

The tenant must NOT keep any animal, bird, or other pet on the premises without first obtaining the written permission of the landlord or the agent.

If an occupant of the premises is blind, permission will not be required for the occupant to have a trained guide dog on the premises, unless permission must be obtained from an owners' corporation.

28. Owners corporation rules

28.1 Any rules of an owners' corporation affecting the premises are attached to this tenancy agreement. *(Note: ensure the rules are attached to each part of this tenancy agreement)*

28.2 The tenant will comply with the rules of the owners corporation or any rules amending or superseding those rules, provided the amending or superseding rules are provided to the tenant.

28.3 The tenant is not obliged to contribute to owners' corporation capital costs or other owners corporation expenses that would, except for this clause, be payable by the landlord.

29. If a bond is paid the Tenant can not use bond money to pay or offset outstanding rent.

29.1 The tenant acknowledges the Residential Tenancies Act 1997 provides the tenant may not refuse to pay rent on the ground a tenant intends to regard the bond as rent paid in respect of the premises.

29.2 The tenant further acknowledges the Residential Tenancies Act 1997 permits the Victorian Civil & Administrative Tribunal to impose a penalty if it is satisfied a breach of the bond requirements of the Act has occurred.

30. Changing the rent

30.1 Unless this tenancy agreement provides otherwise, during the term of the tenancy agreement the landlord may increase the rent by giving the tenant 60 days notice required by the Residential Tenancies Regulations 2008. The landlord must not increase the rent more than once in every 6 months and not more than an aggregate of 10% per annum.

30.2 If the tenant disagrees with the rent increase sought by the landlord, the tenant may apply to the Director of Consumer Affairs Victoria for an investigation, providing the application to the Director is made within 30 days after the notice of the rent increase is given.

31. Representations

Representations made by the landlord or the landlord's agent and/or by the tenant that influenced either of them to enter into this tenancy agreement are recorded in the Schedule. The landlord or the landlord's agent and/or the tenant may have made other representations to each other, but only those recorded in the Schedule are to be considered decisive.

32. The Tenant shall not use the premises for any purpose other than for residential purposes without the written consent of the Landlord.

33. The Tenant shall not do or allow to be done anything that will cause the shared service facilities to become obstructed, untidy, damaged or used for any purpose other than for which they are intended.

34. The Tenant shall comply with any Act, Regulation, Rule or direction of any Government, semi Government or statutory body.

35. The Tenant acknowledges that no promises, representations, warranties or undertakings have been given by the Landlord or Agent in relation to the suitability of the premises for the Tenant's purposes or in respect of the furnishings, fittings or appurtenances of the premises otherwise than as provided herein.

36. No consent or waiver of any breach by the Tenant of the Tenant's obligations under the Residential Tenancies Act 1997 shall prevent the Landlord from subsequently enforcing any of the provisions of the Agreement.

37. This Agreement may be amended only by an Agreement in writing signed by the Landlord and the Tenant.

38. The Tenant acknowledges that the Tenant shall insure their possessions, as the Landlord's insurance policy will not provide cover for such possessions.

39. Sub-Letting and Boarding - The Tenant agrees that the premises will not be occupied by any persons other than those named on this lease agreement without authority from the agent.

40. The Tenant acknowledges that any Bond paid under this tenancy agreement will be transferred in accordance with the requirements of the Residential Tenancies Act 1997 and unless explicitly agreed by both parties shall be lodged with the Residential Tenancies Bond Authority.

41. Condition Report

The Tenant acknowledges that the Condition Report provided at the commencement of the tenancy must be signed and returned to the Agent within 3 business days after entering into occupation of the premises. If the Condition Report is not returned the copy held by the Agent will be accepted as conclusive evidence of the state of repair and general condition of the rented premises as at the commencement of this tenancy.

WHEN VACATING THE PREMISES (ie. at the conclusion of the lease) the TENANT must ensure that the property, plus all furnishings, supplies, linen, keys, tools and appliances provided at the commencement of the lease are all returned in the same condition as provided by the LANDLORD.

42. Lease Break Conditions

The Tenant of the above property hereby acknowledges that in accordance with the provisions of Section 81(1) of the Residential Tenancies Act, the Tenant is liable to reimburse the landlord for any fees, costs or charges incurred in connection with the assignment or cancellation of this Tenancy Agreement.

The Tenant acknowledges they are fully aware that if they do not agree to the payment of such fees, costs or charges, the Landlord is entitled to make a claim through the Victorian Civil & Administrative Tribunal to enforce the payment of them. The Tenant agrees that the following fees, costs and charges

will be deducted from their Bond however, should the total amount exceed the amount of the bond the Landlord is entitled to make a claim under Section 210(1) of the Act for amounts so exceeded:

- rent until such time as the lease on the property is assigned or cancelled or at the expiry date of the lease, whichever occurs first,
- a letting fee representing the unexpired portion of the tenancy agreement as a proportion of 5% (plus GST) of the average annual rent,
- all advertising costs incurred,
- a tenancy reference check through National Tenancy Database at a cost of \$25 (plus GST) per prospective Tenant,

43. The Tenant acknowledges that advertising will be placed where necessary (eg. Internet and For Lease board) and that this will commence upon signing of an agreement to Assign the lease. The Tenant acknowledges that copies of any advertising placed will only be supplied upon written request

44. In the event the TENANT desires to terminate this tenancy prior to the expiry date, the TENANT acknowledges responsibility for the payment of rent until the property is re-let or the expiration of the first term of the lease, whichever occurs first. The TENANT acknowledges that they will pay a minimum re-letting fee equivalent to two weeks rent to the Landlord or AGENT and any expenses incurred in advertising the property and National Tenancy Data Base Checks.

45. The TENANT hereby agrees to take reasonable steps to contact the AGENT / LANDLORD to immediately carry out urgent repairs. The TENANT agrees to receive a statement advising them of emergency contact numbers and the limit of expenses any landlord's AGENT is authorised to incur for urgent repairs.

46. The TENANT shall not place any pot plants directly on rugs or carpet at any time.

47. The TENANT shall only park vehicles in their allotted parking space(s) and not park or allow any motor vehicle to be parked in the common drive way or other common areas at the premises.

48. The TENANT acknowledges that a periodic inspection will be carried out at 3 monthly intervals or at any time by prior arrangement.

49. In the event of a TENANT'S personal rental cheque being returned by their bank for any reason, the TENANT shall agree to pay any bank fees or charges brought about by their actions and that all future payments are made by money order or bank cheque.

50. The TENANT agrees not to keep any commercial vans, trucks, boats, trailers or immobile vehicles on the premises at any time without the LANDLORD / AGENT'S permission.

51. The TENANT will be responsible to ensure that during his/her tenancy, no annoyance or disturbance by the rendering of loud noise or music or any other behaviour interferes with the quiet enjoyment of occupiers of the adjacent premises.

52. The TENANT will be responsible for any damages caused by his/her visitors whilst they are on the premises, the cost of any repairs will be at the TENANT'S EXPENSE.

53. The TENANT acknowledges that the property has been cleaned prior to occupancy and that he/she will be responsible for ensuring that the premises are left in a clean and respectable condition upon vacating to the same standard as it was at the commencement of the lease. The cost of any post-exit cleaning required will be at the TENANT'S EXPENSE.

54. The TENANT is hereby responsible for the replacement for lost keys and the provision of additional keys and any locksmith charges where keys are mislaid or lost.

55. The TENANT is responsible to redirect his/her mail at the end of the tenancy.

56. TENANT PRIVACY STATEMENT

As the managers of the property, the landlord/agents collect your personal information to assess the risk in providing you with the lease/tenancy of the premises you have requested and if the risk is considered acceptable, to provide you with the lease/tenancy of the premises.

To carry out this role during the term of your tenancy, your personal information may be disclosed to:

- * The Landlord
- * The Landlord's lawyers or mortgagee
- * Organisations of Tradespeople required to carry out maintenance to the premises
- * Rental Bond Authority
- * Residential Tenancy Tribunals/Courts
- * Credit Agencies
- * Collection Agents
- * National Tenancy Database Pty Ltd (ABN 65 079 105025)
- * Other Real Estate Agents & Landlords.

57. SPECIAL CONDITIONS

In signing this agreement all parties warrant and acknowledge that that they have received, read and understand the obligations set out in any Tenants/Guests Guide issued by the owners, or their agents, and that such guide constitutes further special conditions of this agreement.

Unless the landlord provides prior approval, at no time may there be more occupants living at the property than the tenant capacity specified in the Schedule of this agreement.

Guests will be deemed EXTRA SUB-TENANTS if the number of people occupying the dwelling for more than 12 nights in any 28 day period exceeds the listed tenants in the Schedule of this agreement, or the average number of occupants over any 28 day period exceeds the number of listed tenants in the Schedule by more than 0.5 persons.

If the tenants provide accommodation to EXTRA SUB-TENANTS then the landlord will be entitled to a surcharge calculated on a pro rata basis per extra sub-tenant per month.

There is strictly no smoking permitted inside the building.

Smoking is only permitted on the external balconies and in the courtyard and all cigarette butts must be cleared promptly into waste bins to avoid them being scattered by the wind or weather.

The TENANTS must ensure that all cigarette butts are placed in the garbage bins provided so that they do not wash down drains, or litter the balcony, driveway or courtyards.

The TENANTS must ensure that all occupants and guests only use the allotted parking spaces and the access gates at the front of the property must not be blocked.

The TENANTS must ensure that care is taken to avoid damaging the rented premises, including any furniture and fixtures included in the terms of the agreement.

The TENANTS are responsible for the removal of any stains in on the driveways and pathways and any marks or defects to flooring and floor coverings. Floor protectors are to be used under all furniture.

If the premises are provided with furniture, linen, appliances and/or utensils then the TENANTS are responsible for the prompt removal of any stains in those items provided.

If the premises are provided with furniture, linen, appliances and/or utensils then the TENANTS must not remove from the premises any of the items provided, nor rearrange the furniture and upon vacating the premises (ie. at the end of the lease) all those items must be returned to the same condition and location as they were at the commencement of the lease.

In signing the next page of this agreement I hereby confirm that I have read and agree to all the additional terms included in this Lease

57.1 Intra-lease Cleaning of Yards, Walkways and Entries

To ensure that the premises are maintained in an orderly state throughout the lease term and that the property, plus the safety and health of all occupants and neighbours are protected the landlords and their agents may conduct periodic inspections of the entries, driveways, external yards, stairways, landings, balconies, waste bin areas and common areas to ensure that no litter or hazards remain in any of those areas to cause any damage or hazard.

Cigarette butts, bottle caps, broken glass, food waste, oil and other liquid spillage are all considered litter that must be cleared promptly to avoid any safety hazard and potential staining of surfaces.

Maintaining clean and tidy entries, driveways, external yards, stairways, landings, balconies, waste bin areas and common areas is a condition of clauses 4, 21 and 26 of this tenancy agreement and therefore any failure to do so is a breach of the agreement and any cost incurred by the landlords or their agents to remedy such breach is recoverable from the tenants.

If the landlords or their agents consider that any conditions of the lease are not being met then they shall notify the tenants and the tenants shall be asked to remedy the breach to comply within 3 business days and if the tenants fail to comply within that 3 day period, or demonstrate repeated failure to comply then the landlords and their agents may, at their own discretion, engage professional cleaning, gardening or and maintenance service providers on the tenants' behalf to perform remedial tasks and the cost of the remedial service shall be paid by the tenants.

57.2 Pre-Vacate Cleaning

To ensure that the premises can be re-let as soon as possible after the tenants vacate the premises and thus avoid deductions from tenants' security bond for loss of rent the tenants shall provide access to the landlords or their agents to conduct a full inspection 7 to 14 days prior to the end of the lease and if the landlords or their agents consider that the state of the premise may require more cleaning than would allow it to be ready for subsequent rental by the scheduled end of lease, then they may, at their own discretion, engage a professional cleaner on the tenant's behalf to perform preparatory cleaning of the premise and the cost of the preparatory cleaning services shall be paid by the tenants.

The landlord shall nominate preferred cleaning contractors for tenants to engage for the cleaning of the premise no less than 3 business days before the end of lease.

57.3 INCLUDED & EXCLUDED Provisions and Usage of Utilities such as Water, Electricity, Gas, Phone, Internet, Pay TV.

Unless otherwise stated in Item 6 of the Schedule A of this agreement, the rental only includes the provision of the following services and resources:

- a) all Water supplies to the premises,

If (**and only if**) explicitly stated within Item 6 of Schedule A of this agreement then the lease terms may include the provision of additional services, utilities and resources, including:

- a) Electricity supply up to a predefined supply quota,
- b) limited fixed Ethernet Internet Service shared with other units in the complex may be accessible on request subject to a "Fair Use" policy on a "best endeavours" basis (refer to the Tenants Guide for the premise for details, terms and conditions).
- c) Regular House cleaning,
- d) Regular Garden and yard maintenance.

And, if a limit or quota is stated within Item 6 of Schedule A then the provision of the included services will be generally limited the value or quantum specified therein.

The premise does NOT have any gas supply, nor any gas appliances; and therefore all appliances are powered by electricity.

The premise does NOT have any fixed telephone service connected to any wall socket.

Other than the services explicitly listed within this sub-clause 57.3 the TENANT must obtain prior written approval from the LANDLORD before connecting any services or utilities at the premise.

SCHEDULE A

Item 1: DATE OF AGREEMENT: _____

Item 2.1: LANDLORD/AGENT: **AVMT Pty Ltd, trustee Allied Ventures Trust ABN: 48 915 320 372**

Item 2.2: MANAGER/AGENT: **OZ Property HQ, a division of AVMT Pty Ltd ABN: 48 915 320 372**

Item 3: PRIMARY TENANT(S): _____

Item 4: TENANT CAPACITY: **Maximum 4** with SUB-TENANT NAMES (if any) listed in SCHEDULE B.

Item 5: PREMISES: _____

Item 6: **RENTAL: \$_____ PER CALENDAR MONTH, payable on the 28th day of every MONTH ALWAYS IN ADVANCE.**

After termination date rent may be increased to a current market rate, but not more than 10%.

Item 7: FIRST PAYMENT COMMENCING on or before **28** _____ **20** _____

Item 8: RENTAL PAYMENTS TO THE LANDLORD Bank Cheque or Money Order OR
DIRECT DEPOSIT TO MACQUARIE BANK ACCOUNT NAMED **AVMT Pty Ltd**
BSB **182512** ACCOUNT **966757593**

Please use the following TRANSACTION REFERENCE _____

Item 9: **Security BOND of \$_____ must be paid before tenants receive access to the premises.**

ITEM 10: The landlord has authorised their agents or repairers to spend up to \$1,000 on urgent repairs. For urgent repairs contact:

OZ Property HQ 1300 669 331

If an emergency repair is required and OZ Property HQ do not respond within 2 hours then please call Oz Property HQ on call services on 03 9013 5790.

Item 11: TERM: **2 months, 3 months, 6 months, 9 months, or 12 months**

Item 12: START DATE: _____ **2019 7:00pm AEDT**

Item 13: END DATE: _____ **2020 11:00am AEDT**

signed for and on behalf of the Landlord

in the presence of (OPTIONAL Witness):

SIGNED by the Tenant(s)

in the presence of (OPTIONAL Witness):

Item 14: Consent to electronic service

The TENANT, by supplying an email address (or multiple addresses) in the following field consents to the electronic service of notices and other documents in accordance with the requirements of the <i>Electronic Transactions (Victoria) Act 2000</i> at the nominated email address:	
Email address(es):	
The LANDLORD, by including an email address in the following field the landlord and/or its agent consents to the electronic service of notices and other documents in accordance with the requirements of the <i>Electronic Transactions (Victoria) Act 2000</i> at the nominated email address:	
Email address:	

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

SCHEDULE B

Sub-letting agreement and approvals.

This schedule to the primary residential tenancy agreement provides a record of the sub-tenants that the landlord and its agents have approved for a period within and subject to the conditions of the primary tenancy agreement.

The following sub-tenants have submitted a formal application to the landlord and/or its agents and have subsequently been approved by the landlord and/or its agent to occupy the premises under the active and on-going direction of the primary tenant.

Primary Tenant is the person or persons identified in Schedule A of this Agreement.

The primary tenant remains solely responsible for ensuring that all occupants of the premises comply with the conditions of this agreement and the landlord and its agents will have no need to engage with the sub-tenants for the collections of security deposits, collection of rent, or scheduling access to the property, but rather will engage directly with the Primary Tenant alone and it will remain the Primary Tenant's responsibility to convey all details to the Sub-Tenants.

Any notices provided to the Primary Tenant are deemed to be received by all tenants and sub-tenants.

Sub-Tenants are that party or parties identified in the table below and by signing this schedule the sub-tenants accept and acknowledge that they have received a copy of the tenancy agreement and are bound to the conditions specified herein.

Sub-Tenant Name	Identification / Previous Address	Sub-tenancy Period (from date & to date)	Sub-tenant Signature

SIGNED by the PRIMARY Tenant(s)

in the presence of (OPTIONAL Witness):