



## RESIDENTIAL TENANCY AGREEMENT

**THIS AGREEMENT** is made the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

**BETWEEN:** **THE UNITING CHURCH IN AUSTRALIA PROPERTY TRUST (VICTORIA)**  
of 130 Little Collins Street, Melbourne 3000 (hereinafter called "the Landlord")  
of the one part

**AND**  
of  
(hereinafter called "the Tenant")  
of the other part

### 1 **PREMISES**

The Landlord lets to the Tenant the premises known as  
(hereinafter referred to as "the premises") subject to the terms and conditions set out herein.

### 2 **RENT**

The rental payable is \$.....per week, commencing on  
..... payable fortnightly in advance by the tenant on .....  
day of every month to the Uniting Church in Australia,  
..... (hereinafter called "the Landlord's  
Agent") of .....  
Bond of \$.....to be paid on the signing hereof.

### 3 **PERIOD**

The period of the agreement shall commence on the .....to.....

### 4 **CONDITION OF THE PREMISES**

The Landlord's Agent shall ensure that the premises are maintained in good repair.

### 5 **DAMAGE TO THE PREMISES**

- 5.1 The Tenant shall make sure that care is taken to avoid damaging the premises.
- 5.2 The Tenant shall give notice to the Landlord's Agent of any damage to the premises as soon as the Tenant becomes aware of the damage.
- 5.3 In the event of a breakdown of ANY of the appliances - or in the event that maintenance of any type becomes necessary at the property it is an obligation of the

Tenant to NOTIFY the Landlord's Agent IMMEDIATELY before any repairs are commenced.

**6. CLEANLINESS OF THE PREMISES**

6.1 The Landlord's Agent shall make sure that the premises are in a reasonably clean condition on the day on which it is agreed that the Tenant shall enter into occupation of the premises.

6.2 The Tenant shall keep the premises in a reasonably clean condition during the period of the agreement.

**7. REPAIR OF THE PREMISES**

The Landlord or its contractors may enter the premises to carry out structural repairs and/or improvements deemed necessary by the Landlord, where 24 hours prior notice has been provided to the Tenant. In the event that any statutory permits are required the Landlord will comply with such requirements, prior to any works being undertaken.

**8. PERIODIC MAINTENANCE INSPECTION OF THE PREMISES**

The Landlord's Agent shall undertake periodic maintenance inspections, of the premises on a six monthly basis. The Landlord's Agent shall provide 7 days notice to the Tenant prior to undertaking such inspection.

**9. ALTERATION OF PREMISES**

The Tenant shall not undertake any structural or other alterations to the premises.

**10. USE OF THE PREMISES**

10.1 The Tenant shall not use or allow the premises to be used for any illegal purpose.

10.2 The Tenant shall not use or allow the premises to be used in such a manner as to cause a nuisance.

**11. QUIET ENJOYMENT**

The Landlord's Agent shall take all reasonable steps to make sure that the Tenant has quiet enjoyment of the premises.

**12. ASSIGNMENT OR SUB-LETTING**

The Tenant shall not assign or sublet the whole or any part of the premises.

**13. RESIDENTIAL TENANCIES ACT**

Both parties to this Agreement shall comply with the provisions of the Residential Tenancies Act 1997 as they apply to each party.

### **ADDITIONAL TERMS**

- 1 The Tenant shall pay all charges in respect of the use of electricity, gas, water consumption and telephone costs in respect of the Tenants occupation of the premises. The Tenant also agrees to contact the respective authorities 48 hours prior to vacation to arrange final meter readings.
- 2 The Tenant shall not do or allow anything to be done which would invalidate any insurance policy on the premises or increase the premium and the Tenant shall pay to the Landlord's Agent all increased premiums and other expenses incurred as a consequence of any breach of this term.
- 3 The Tenant agrees to pay to the Landlord's Agent any excess premium imposed by the Landlord's insurance company in the event of damage to the premises or its fittings and fixtures.
- 4 The Tenant shall indemnify the Landlord's Agent for any loss or damage caused by failure to ensure that care is taken to avoid damaging the rented premises by the Tenant or its servants, agents, invitees or any other person on the premises with the consent of the Tenant. Without limiting the generality of the foregoing, the Tenant shall indemnify the Landlord's Agent for the cost of repairs to plumbing blockages caused by the negligence or misuse of the Tenant.
- 5 The Tenant shall notify the Landlord's Agent immediately upon becoming aware of any defects in the premises or any other matter which may give rise to a liability pursuant to the Occupiers Liability Act, 1983.
- 6 The Tenant shall indemnify the Landlord against all liability in respect of injury or damage to any third person or third party property arising from any conduct, act or omission by the Tenant, his servants, agents and/or invitees.
- 7 The Tenant shall not paint or affix any sign or any antenna onto the premises or affix any nail, screw fastening or adhesive to the interior of the premises without the prior written consent of the Landlord's Agent, which consent shall not be unreasonably withheld.
- 8 The Tenant shall not keep or use in the premises any portable kerosene heaters, oil burning heater or heaters of a similar kind.
- 9 Upon the termination of the agreement the Tenant shall deliver the keys to the premises to .....at a mutually agreed time. The Tenant agrees to continue paying rent until the keys are delivered.

- 10 The Tenant shall deposit all rubbish including cartons and newspapers in the proper rubbish receptacles as required by the local Council.
- 11 The Landlord or the Landlord's Agent shall not be obliged to re-instate the premises in the event that the premises are destroyed totally or to an extent as to be rendered unsafe.
- 12 The Tenant shall not keep any animal, bird or pet on the premises without the written consent of the Landlord's Agent
- 13 No consent or waiver of any breach by the Tenant of the Tenant's obligations under the Residential Tenancy Act, 1997 shall prevent the Landlord from subsequently enforcing any of the provisions of this Agreement.
- 14 The Tenant is responsible for any damage incurred by people who come to the premises. The Tenant is responsible for any consequent cleaning and repair of carpets, walls drapes, cupboards and doors, and for the maintaining of noise levels acceptable to neighbours.
- 15 The Tenant agrees to have the carpets professionally steam cleaned at their cost upon the Tenant's vacation of the property.
- 16 This agreement may be amended by agreement in writing and signed by both the Landlord and the Tenant.
- 17 The Tenant shall:-
  - (a) Put bins out weekly for clearance (and return);
  - (b) Mow lawns at property;
  - (c) Weed Garden at property;
  - (d) Sweep and generally tidy up property;
  - (e) Generally keep property tidy
- 18 If the Tenant remains in occupation of the premises following the expiration of the agreement, the Tenant shall be deemed to be a monthly Tenant on the basis of the terms and conditions contained in the agreement to the extent to which such terms and conditions shall be applicable to a periodic tenancy. If the Tenant intends to vacate the premises, notification must be provided to the ..... **IN WRITING 28 DAYS** prior to the expiration of the lease or on the month to month tenancy agreement.

**IN WITNESS WHEREOF** the parties hereto have hereunto set their hands the day and year first hereinbefore written.

**SIGNED** by the Landlord ) .....  
in the presence of:- )

.....  
(a) Witness

**SIGNED** by the Tenant ) .....  
in the presence of:- )

.....  
(b) Witness

DATED

THE UNITING CHURCH  
IN AUSTRALIA  
PROPERTY TRUST (VICTORIA)

("the Landlord ")

and

("the Tenant")

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RESIDENTIAL                      TENANCY  
AGREEMENT

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Premises:

Peter J Shepherd  
Legal Practitioner  
The Uniting Church in Australia  
Property Trust (Victoria)  
130 Little Collins Street  
MELBOURNE    3000

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