

- Residential Tenancies Act 1997
(Section 26)

Residential Tenancies Regulations 2008
(Regulation 7)

RESIDENTIAL TENANCY AGREEMENT

THIS AGREEMENT is made on the date recorded in the Schedule.

BETWEEN the **Landlord AND the Tenant.**

1. PREMISES

The Landlord lets the Premises specified in Item 3 of the Schedule to the Tenant in accordance with the terms of this Agreement.

2. RENT

2.1 The Tenant shall pay the rent as specified in Item 4 of the Schedule ("**Rent**") to the Landlord monthly in advance commencing on the Commencement Date

Invoices will be emailed to the Tenant at the start of each prior month for payment by the end of that prior month.

3. BOND

3.1 The Tenant must pay a bond in the amount specified in Item 5 of the Schedule to the Landlord on the execution of this Agreement.

In accordance with the **Residential Tenancies Act 1997**, the Landlord must lodge the bond with the Residential Tenancies Bond Authority within 10 business days after receiving the bond.

If there is more than one tenant and they do not contribute equally to the total bond, the amounts they each contribute are listed in Item 5 of the Schedule.

If the tenant does not receive a bond receipt from the Residential Tenancies Bond Authority within 15 business days of paying a bond, the tenant should contact the Residential Tenancies Bond Authority.

4. PERIOD

4.1 The period of the Agreement is the period specified at Item 7 of the Schedule commencing on the Commencement Date ("**Term**").

4.2 Unless the Agreement terminates in accordance with the *Residential Tenancies Act 1997*, the Agreement will continue as a periodic tenancy.

5. CONDITION OF PREMISES

5.1 The Landlord must

(a) ensure that the Premises are maintained in good repair; and

- (a) if the landlord owns or controls the Common Areas relating to the Premises, take reasonable steps to ensure that the Common Areas are maintained in good repair.

6. DAMAGE TO THE PREMISES

- 6.1 The Tenant must ensure that care is taken to avoid damaging the Premises.
- 6.2 The Tenant must take reasonable care to avoid damaging the Premises and the Common Areas.
- 6.3 Upon becoming aware of damage to the Premises, the Tenant must as soon as practicable give notice to the Landlord of such damage.

7. CLEANLINESS OF THE PREMISES

- 7.1 The Landlord must ensure that the Premises are in a reasonably clean condition as at the Commencement Date.
- 7.2 The Tenant must keep the Premises in a reasonably clean condition during the Term and any period of over holding.

8. USE OF PREMISES

- 8.1 The Tenant must not use or allow the Premises to be used for:
 - (a) any illegal purpose; or
 - (b) 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.

9. QUIET ENJOYMENT

- 9.1 Subject to the Tenant's obligations in this Agreement the Landlord must take all reasonable steps to ensure that the Tenant has quiet enjoyment of the Premises.

10. ASSIGNMENT OR SUB-LETTING

- 10.1 The Tenant must not assign or sub-let the whole or any part of the Premises without the written consent of the Landlord. The Landlord's consent must not be unreasonably withheld.
- 10.2 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.

11. RESIDENTIAL TENANCIES ACT 1997

- 11.1 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)

12. ADDITIONAL TERMS

- 12.1 The Landlord has the following rights in relation to the non-payment of Rent by the Tenant:
 - (a) Any Rent not paid by the Tenant in accordance with clause 2.1 is a default under this Agreement giving the Landlord the right to terminate this Agreement.

- (b) Without detracting from the Landlord's rights under clause 12.1, if the Tenant defaults in the payment of Rent without a written explanation acceptable to the Landlord, the Tenant agrees that the outstanding amount may be treated as a fee or charge due but unpaid to the University which may result in termination of enrolment and the withdrawal of associated rights and privileges pursuant to the University's *Regulation 06.1 (5) – Student Fees and Charges* until the debt is cleared.
- 12.2 The Tenant must ensure that third parties attending the Premises take reasonable care to avoid damaging the Premises and the Common Areas.
- 12.3 The Tenant shall indemnify and keep indemnified the Landlord for any and all loss or damage to the Premises or Common Areas arising from any conduct, act or omission by the Tenant, or the Tenant's servants, agents and/or invitees.
- 12.4 The Tenant shall be responsible for the cost of any repairs or replacement of any part of the Inventory.
- 12.5 The Tenant must not use or allow the Premises to be used for any purpose other than for residential purposes without the consent of the Landlord.
- 12.6 The Tenant shall not conduct a business of any kind in the Premises, nor engage in any illegal, riotous or noisy conduct, practices, or behaviour which in the opinion of the Landlord may bring the reputation of the Landlord into disrepute or which may prejudice the well being of any other tenants or residents.
- 12.7 The Tenant shall not do or allow anything to be done which would invalidate or increase the premium of any insurance policy held by the Landlord and the Tenant shall pay to the Landlord all increased premiums and all other expenses incurred as a consequence of any breach of this clause.
- 12.8 The Tenant agrees to pay the Landlord any excess amount, charges, or any additional premium charged by the Landlord's nominated insurance company as a result of accidental breakage of glass, toilet bowls and wash basins in the Premises where the damage has been caused by the Tenant.
- 12.9 The Tenant shall indemnify and keep indemnified the Landlord for:
- (a) the cost of repairs to plumbing blockages caused by the negligence or misuse of the Premises by the Tenant; and
 - (b) all liability in respect of injury or damage to any third party property arising from any conduct, act or omission by the Tenant, or the Tenant's servants, agents and/or invitees.
- 12.10 The Tenant must not without the Landlord's consent:
- (a) install any fixtures on the Premises;
 - (b) inscribe on, or affix to the Premises or allow to be placed on any part of the Premises any boarding, writing, signs or other similar matter that is reasonably likely cause damage to the Premises; or
 - (c) make any alteration, renovation or addition to the Premises.
- 12.11 Before this Agreement terminates, if the Tenant has done anything to the Premises referred to in clause 12.10 (with or without the Landlord's written consent) the Tenant must:

- (a) restore the Premises to the condition they were in immediately before such act, fair wear and tear excepted; or
 - (b) pay the Landlord an amount equal to the reasonable cost of restoring the Premises to that condition.
- 12.12 The Tenant is not permitted to have pet animals, birds, insects, fish or reptiles in or around the Premises, guide dogs excepted. The Tenant will be responsible for the costs of extermination for any infestations attributable to the Tenant.
- 12.13 If the Landlord gives the Tenant a notice in writing under section 78 of the *Residential Tenancies Act 1997* requiring the Tenant to repair damage to the Premises or Common Areas caused by the Tenant's failure to ensure that care was taken to avoid damaging the Premises or Common Areas, the Landlord is not in breach of its duty to maintain the Premises in good repair as provided in clause 5 of this Agreement and the Tenant must repair the damage to the Premises.
- 12.14 The Tenant acknowledges that no promises, representations, warranties or undertakings have been given by the Landlord in relation to the suitability of the Premises for the Tenant's purposes or in respect of the furnishing, fittings or appurtenances of the Premises.
- 12.15 This Agreement may be amended only by an agreement in writing signed by the Landlord and the Tenant.
- 12.16 If the Tenant wishes to vacate the Premises at the expiration of this Agreement the Tenant shall give the Landlord written notice of the Tenant's intention to vacate 28 days prior to the expiration of the Agreement. If the Tenant remains in occupation of the Premises after the expiration of this Agreement and does not enter into a new fixed term Agreement, the Tenant must give written notice of the Tenant's intention to vacate the Premises specifying the termination date that is not earlier than 28 days after the day on which the Tenant gives notice.
- 12.17 The Tenant shall, at the Tenant's expense replace all lighting tubes and globes used in connection with the Premises which become defective during the Term unless the defect is proved to be caused by faulty wiring.
- 12.18 The Tenant must not interfere with smoke alarms fitted in the Premises, and must immediately notify the Landlord of any faulty smoke detector (and confirming this advice to the Landlord in writing the same day).
- 12.19 The Tenant agrees that the Tenant shall insure their possessions. The Tenant also acknowledges that the Landlord is not responsible for the safety of those possessions and that the Landlord's insurance policy will not provide cover for such possessions.
- 12.20 The Tenant acknowledges having received from the Landlord a signed copy of this Agreement together with two signed copies of the Condition Report for the Premises before the Tenant enters in to occupancy of the Premises.
- 12.21 The Tenant agrees at the expiration of this Agreement to:
 - (a) leave the Premises free of all belongings and rubbish;
 - (b) return all sets of keys, security keys & remote controls to the Landlord; and
 - (c) thoroughly clean all of the Premises including windows, stove, oven and carpets.

- 12.22 Keys are to remain in the custody of the Tenant at all times and are not to be lent to any other person. If the Tenant loses any or all of the keys or access devices issued, then the Tenant is responsible for the replacement of all such lost keys or devices and the provision of additional keys or devices, if required, and any locksmith charges.
- 12.23 The Tenant is responsible to redirect the Tenant's mail at the end of the Agreement.
- 12.24 The Tenant acknowledges that the Condition Report provided at the commencement of the Agreement must be signed and returned to the Landlord within 3 business days after entering into occupation of the Premises. If the Condition Report is not returned prior to the end of this period, the copy held by the Landlord will be accepted as conclusive evidence of the state of repair of general condition of the Premises as at the Commencement Date.
- 12.25 The Tenant acknowledges and agrees that smoking is prohibited in all parts of the Premises. Where there is evidence that the Tenant has been smoking on the Premises, they will be liable for the costs of returning the Premises to a satisfactory state and will be subject to disciplinary action. Should the Fire Brigade attend an alarm triggered by smoking the resident concerned will be liable for the attendance charge.

13. ADDITIONAL UNIVERSITY SPECIFIC TERMS

- 13.1 The Tenant acknowledges and agrees that as a student of the University and as the Premises are on University grounds, the Tenant is subject to University requirements and must comply with all:
- (a) Statutes and regulations of the University;
 - (b) Residence rules and procedures as detailed in the Handbook;
 - (c) Reasonable orders and directions given by Landlord, the Landlord's staff and agents; and
 - (d) All laws and regulations in force in the State of Victoria.
- 13.2 A breach of the Tenant's obligations under clause 13.1(a) may result in disciplinary action against the Tenant by the University.
- 13.3 If the Tenant breaches their obligations under any of clauses 13.1(a) to (c) inclusive, the Tenant acknowledges and agrees that, the Landlord may impose conditions upon the continuing occupation of the Tenant in the Premises or terminate this Agreement in the case of severe and multiple breaches by the Tenant.
- 13.4 If the Tenant ceases to be a student of the University for any reason, the Landlord may terminate this Agreement.
- 13.5 The Tenant consents to the Landlord accessing the Tenant's academic results through the University for the purposes of reselection, counselling and assistance. Student records will be stored, used and destroyed by DRS in accordance with Division of Student Administration Guidelines.
- 13.6 The Tenant hereby authorises the Landlord (or a member of University staff authorised by the Manager) at his/her discretion to contact the Tenant's named emergency contact person(s) in the event of any emergency involving the Tenant.

14. INDEMNIFICATION

If the Tenant is under the age of 18 years, this Agreement is subject to and conditional upon a person of 18 years or over completing and executing the Indemnification Form at Annexure 3 to indemnify the Landlord for loss and damage under this Agreement.

15. DEFINITIONS AND INTERPRETATION

15.1 In this Agreement:

Act means the Residential Tenancies Act 1997.

Agreement means this document and includes any schedules or annexures to it.

Commencement Date takes the meaning it is attributed in the Schedule.

Common Areas means those parts of the Premises which are not leased or licensed to any person and which the Landlord intends for common use.

Condition Report means the report on the state of the condition of the Premises as attached as Annexure 2.

Division of Student Administration Guidelines means the guidelines so named and as referred to on the University Website.

Handbook means the Deakin University Residences Handbook as referred to on the Landlord's Website.

Inventory means those items provided by the Landlord for use by the Tenant in the Premises as attached as Annexure 1.

Landlord means the party specified in Item 1 of the Schedule, and its successors and assigns as well as those authorised to act on their behalf.

Premises takes the meaning it is attributed in Item 3 of the Schedule.

Rent takes the meaning it is attributed in clause 2.1 and includes any part of an amount payable.

Residential Tenancies Bond Authority means the authority so named under the Act.

Tenant means the party specified in Item 2 of the Schedule, their successors and assigns and includes any guests or invitees of the party entitled to possession of the Premises where not repugnant to the context.

Term takes the meaning it is attributed in clause 4.1.

University means Deakin University.

University Website means the online site at www.deakin.edu.au/residences.

15.2 Interpretation

In this Agreement:

- (a) References to laws include statutes, regulations, instruments and by-laws and all other subordinate legislation or orders made by any authority with jurisdiction over the Premises. Illegal means contrary to a law as defined in this sub-clause.
- (b) This lease must be interpreted so that it complies with all laws applicable in Victoria. If any provision of this lease does not comply with any law, then the provision must be read down so as to give it as much effect as possible. If it is not possible to give the provision any effect at all, then it must be severed from the rest of the lease.
- (c) The law of Victoria applies to this lease.
- (d) Any change to this lease must be in writing and signed by the parties.
- (e) An obligation imposed by this lease on or in favour of more than one person binds or benefits them separately, together and in any combination.
- (f) The use of one gender includes the others and the singular includes the plural and vice versa.
- (g) If the Landlord or Tenant is an individual, this lease binds that person's legal personal representative. If any of them is a corporation, this lease binds its transferees.
- (h) This lease is delivered and operates as a deed.
- (i) The Tenant is bound by and answerable for the acts and omissions of the tenant's agents.
- (j) If there is a conflict between a provision in the schedule and one of the lease conditions then the provision in the schedule is to prevail.
- (k) "Include" and every form of that word is to be read as if followed by "(without limitation)".
- (l) This lease includes any schedules or annexures to it.

EXECUTED BY THE PARTIES

SIGNED by

EXECUTED by **DEAKIN RESIDENTIAL SERVICES PTY LTD (ACN 145 979 344)**
by its Attorney

.....
Signature of Attorney

.....
Full name

EXECUTED by _____ in the presence of: _____)

.....
Signature

Signature

.....
Full name

Full name of Witness

Annexure 1 – Inventory

Annexure 2 - Condition Report

Annexure 3 - Indemnification Form

Name of Indemnifier

(the Indemnifier)

Address

Age

years

Proof of identification

Driver's Licence Number / Passport ** _____

The Indemnifier acknowledges that the Tenant is under 18 years of age and hereby agrees to indemnify and to continue to indemnify the Landlord from all loss, cost, claim, demand, damage, injury or death caused or contributed to by the Tenant as a result of, or in any way connected with the Agreement, the Tenant residing in the Premises or attending the University.

EXECUTED by

in the presence of an witness 18 years or over:
)

.....
Signature

.....
Signature

.....
Full name

.....
Full name of Witness