



Oxbridge Group Pty Ltd
Level 14, 380 St Kilda Road Melbourne VIC 3004
Tel: 1300 680 690 Agent No: 082925L

Member of REIV

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RESIDENTIAL TENANCY AGREEMENT

Form 1 – Residential Tenancies Act 1997 (Section 26(1)) Residential Tenancies Regulations 2008 (Regulation 7)

The parties to this agreement should consider obtaining legal advice about their rights and obligations under this Agreement. The Landlord must supply the Tenant with a completed copy within 14 days of the Tenant signing.

THIS AGREEMENT is made when signed by all the parties.

LANDLORD

Name John and Sarah Smith
Address C/O Level Oxbridge 14/380 St Kilda Rd, Melbourne VIC 3004

WHOSE AGENT IS (if applicable)

Name Oxbridge Group Pty Ltd
Address Level 14, 380 St Kilda Road Melbourne VIC 3004
Mobile 0400 000 000 Phone 1300 680 690 Fax _____
Email sarah@oxbridge.com.au

TENANT/S

Tenant 1 FILL IN DETAIL OF TENANTS
Current Address _____
Tenant 2 _____
Current Address _____
Tenant 3 _____
Current Address _____

1 PREMISES

The Landlord lets the premises known as

1 Any Street, Any Town, 3000

~~*Together with those items indicated in the Schedule (*strike out if not applicable)~~

Reservation of any part of the Premises

Detail of that part of the Premises or property excluded by this Agreement and/or reserved for the Landlord's own use.

2 RENT

The Rent amount is \$2,500 Date first rent payment due is 01/01/2020

Pay Period

Weekly Fortnightly Monthly Day of each month rent is due (ie 15th) 15th

Place of payment _____

3 BOND

The tenant must pay a bond of \$2,500 to the Landlord/agent on 01/01/2000

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 here:

Name of Tenant	Bond Amount
_____	\$ _____
_____	\$ _____
_____	\$ _____

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

The period of the agreement is 12 Months commencing on 1st January, 2020
and ending on 31st December, 2021

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

OR

The agreement will commence from _____ and continue until terminated in accordance with the *Residential Tenancies Act 1997*.

4A CONSENT TO ELECTRONIC SERVICE

(1) Express Consent

The **TENANT**: (Check one box only)

Consents to the electronic service of notices and other documents in accordance with the requirements of the *Electronic Transactions (Victoria) Act 2000* at this email address:

Email address: FILL IN E-Mail _____

OR

Does Not Consent to the electronic services of notices and other documents.

The **LANDLORD**: (Check one box only)

Consents to the electronic service of notices and other documents in accordance with the requirements of the *Electronic Transactions (Victoria) Act 2000* at this email address:

Email address: FILL IN E-Mail _____

OR

Does Not Consent to the electronic services of notices and other documents.

(2) Inferred Consent

If the TENANT or the LANDLORD (as the case may be) have not consented to electronic service under subclause (1), the TENANT or the LANDLORD must not infer consent to electronic service merely from the receipt or response to emails or other electronic communications.

(3) Change of Electronic 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.

(4) Withdrawal of Consent

- (a) The TENANT or the LANDLORD may withdraw their consent under subclause (1) to electronic service of notices and other documents only by giving notice in writing to the other party.
- (b) Following the giving of notice under paragraph (a), no further notices and other documents are to be served by electronic communication.

5 CONDITION OF THE PREMISES

The LANDLORD must:

- (c) Ensure that the premises are maintained in good repair; and
- (d) 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.

6 DAMAGE TO THE PREMISES

- (a) The TENANT must ensure that 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 as practicable.

7 CLEANLINESS OF THE PREMISES

- (a) The LANDLORD must ensure that the premises are in a reasonably clean 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.

8 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.

9 QUIET ENJOYMENT

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

10 ASSIGNMENT OR SUB-LETTING

- (a) 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.
- (b) 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.

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.)

SCHEDULE A: ITEMS LET WITH THE PREMISES (see Clause 1)

This section lists any additional items.

SCHEDULE B: ADDITIONAL TERMS (if any)

Additional terms listed cannot take away any of the rights and duties included in the *Residential Tenancies Act 1997*.

Any additional terms must also comply with the Unfair Contract Terms under Part 2-3 of the Australian Consumer Law (Victoria).

Contact Consumer Affairs Victoria on 1300 55 81 81 for further information or visit www.consumer.vic.gov.au.

Both the LANDLORD and TENANT should sign and date any attachments.

See Additional Terms Annexure

URGENT REPAIRS

Urgent repairs and emergency contact and details:

Agent and Contact Number Sarah Singh

The Agent can authorise urgent repairs Yes No

The Agent is authorised to effect urgent repairs to a value of \$1250 (usually 2 week's rent but negotiate with lar

ADDITIONAL TERMS ANNEXURE

Sub-letting and Airbnb

The Tenant is expressly prohibited from subletting a part or whole of the Premises for any commercial endeavour such as Airbnb without the Landlord's written consent first being obtained.

The Tenant is aware the Landlord rents the Premises to the Tenant only and the Tenant agrees not rent, sublet or grant a licence to occupy part or whole of the Premises without prior written consent from the Landlord, for example the Tenant cannot list the Premises on Airbnb without express written consent and this is due in part to the damage and security risk imposed on the Landlord and the Premises and the fact that it is rented personally only.

The Tenant is not permitted to sublet the Premises for profit or reward at all nor part with possession of the Premises or any portion without consent in writing of the Landlord, unless expressly allowed at law.

Possession is not be granted over the Premises or any portion thereof to a third party on a Holiday or Short Term basis, directly or through any agent or booking service and or through on-line services such as Airbnb without express written consent of the Landlord.

The Tenant is not entitled and will not increase the number of occupants in the Premises (as per the Residential Tenancy Agreement) without first obtaining approval in writing from the Landlord.

Inspections

At all periodic inspections the Premises is to be presented in a good clean, neat & tidy condition. The Agent will be checking all wet areas for mould & scum and all appliances (particularly the oven, griller and cooktops,) vents, range hoods, exhaust covers, light fittings, window sills & tracks.

The Agent will look at air conditioning vents and filters and that lawns are mowed and edged and gardens are neat, tidy and weed free. Photos of the Premises will be taken during the inspection. The Agent will use spare keys to access the Premises at all periodic inspections and will confirm all inspections by letter or email between 7 and 14 days prior and as required under the Act

Rental Payments

All future rent payments will be made as per our instructions to you, either:

* direct to our account or through our BPAY if advised to you. If by BPAY use our biller code advised with your unique reference number as stated in our materials; or

* by credit card which may also be accepted (if so advised) and if so you can pay on line or make a credit card payment over the phone again using your unique reference number as advised to you and charges may apply however.

* We do not accept cash under any circumstances.

* No personal cheques will be accepted by this office.

* When the Agent is charged a dishonour fee by the Agent's bank due to dishonour of a transaction to pay rent or invoices, the Tenant will pay the amount of the dishonour fee to the Agent within 7 days.

PRIVACY STATEMENT

The Agent uses personal information collected from you to act as the agent and to perform its obligations as agent. The Agent may disclose information to other parties such as its client, to potential purchasers of the property, or to clients of the Agent both existing and potential, as well as to tradespeople, strata corporations, government and statutory bodies and to other parties as required by law. The Agent will only disclose information in this way to other parties as required to perform their duties for the purposes specified above or as otherwise allowed under the *Privacy Act 1988*. If you would like to access this information you can do so by contacting the Agent at the address and contact numbers in this agreement. You can correct any information if it is inaccurate, incomplete or out-of-date. Real estate and tax law requires some of this information to be collected.

EXECUTION

SIGNED BY THE TENANT/S	DATE
FILL IN DETAIL OF TENANTS	
<p>The Tenant(s) acknowledge/s receipt of</p> <p>Renting a home: a guide for tenants <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Condition Report (2 copies) <input type="checkbox"/> Yes <input type="checkbox"/> No</p>	
SIGNED BY OR ON BEHALF OF THE LANDLORD	DATE
<input checked="" type="checkbox"/> Landlord <input type="checkbox"/> Agent as authorised	

OFFICE USE

A copy of this Agreement sent within 14 days	<input type="checkbox"/> Yes
A copy of the Owners Corporation Rules (if applicable) given	<input type="checkbox"/> Yes
A Bond Lodgement Form sent	<input type="checkbox"/> Yes
Keys given	<input type="checkbox"/> Yes