



RESIDENTIAL TENANCY AGREEMENT

Terms and Conditions

APPROVED BY THE REAL ESTATE INSTITUTE OF SOUTH AUSTRALIA INCORPORATED
FOR THE EXCLUSIVE USE OF REISA MEMBERS

1 Agreement	The Landlord agrees to rent the Property to the Tenant in accordance with the terms and conditions of this Agreement.
2 Definitions and Interpretation	<p>In this Agreement, unless a contrary intention appears:</p> <p>2.1 "Act" means the <i>Residential Tenancies Act 1995</i>;</p> <p>2.2 "Agent" means the person or organisation specified in Item 1 of the Schedule;</p> <p>2.3 "Ancillary Property" means the property identified or specified in the Inspection Sheet;</p> <p>2.4 "Landlord" means the person or organisation specified in Item 2 of the Schedule;</p> <p>2.5 "Premises" means the premises the subject of this Agreement specified in Item 4 of the Schedule;</p> <p>2.6 "Property" means the Premises and the Ancillary Property (if any);</p> <p>2.7 "Rent" means the amount specified in Item 6 of the Schedule and/or as varied in accordance with this Agreement;</p> <p>2.8 "Security Bond" means the amount specified in Item 7 of the Schedule;</p> <p>2.9 "Tenant" means the person or organisation specified in Item 3 of the Schedule;</p> <p>2.10 "Term" means the period this Agreement remains in force specified in Item 5 of the Schedule.</p> <p>The singular includes the plural and vice versa and references to natural persons include corporations and vice versa. Where more than one person is a party to this Agreement, the terms and conditions to be performed by them bind each party jointly and severally.</p>
3 Tenant's Rights and Obligations	<p>3.1 Subject to the provisions of the Act the Tenant must:</p> <p>3.1.1 pay the Rent to the Agent in full in the manner and at the times specified in Item 6 of the Schedule, unless the Agent has given the Tenant a notice in writing setting out an alternative method;</p> <p>3.1.2 pay the Security Bond to the Agent;</p> <p>3.1.3 pay all outgoings of the Property to the Agent including gas, electricity, telephone and oil, together with rates and charges for water specified in Item 8 of the Schedule, within fourteen (14) days of receipt of a notice for payment;</p> <p>3.1.4 keep the Property clean and secure, immediately notify the Landlord or the Agent of any damage to the Property and immediately report to the Landlord or the Agent any breakdown or fault in the equipment, electrical, smoke detectors or plumbing services in or on the Property;</p> <p>3.1.5 pay the cost of repair to "the Plumbing" (as defined in clause 3.2.3) when damage to it is as a result of a breach by the Tenant of this Agreement;</p> <p>3.1.6 keep the Property clear of rubbish, place household rubbish in a bin of the type approved by the local council, put the bin out for collection on the day of collection and retrieve it as soon as possible after it has been emptied;</p> <p>3.1.7 regularly mow the lawn, weed and water the garden to at least maintain any garden that is part of the Property to the same standard as applied at the commencement of the Term;</p> <p>3.1.8 keep all drains clear and not intentionally nor negligently do anything that will interfere with the proper operation of any Plumbing or drainage system on the Property;</p> <p>3.1.9 use the Premises solely as a place of residence;</p> <p>3.1.10 pay the cost of any repairs necessary because of damage to the Property as the result of an act or omission of the Tenant or any invitee of the Tenant;</p> <p>3.1.11 return to the Agent's office the completed Inspection Sheet required by the Regulations under the Act within fourteen (14) days of the commencement of the Term, together with details of any disputed item on that Inspection Sheet;</p> <p>3.1.12 where the Property includes a swimming pool or spa:</p> <p style="margin-left: 20px;">3.1.12.1 supply and bear the cost of all necessary labour, chemicals and treatments to maintain the present condition of the swimming pool or spa;</p> <p style="margin-left: 20px;">3.1.12.2 observe any instructions from the Landlord about the use or maintenance of the swimming pool or spa, including the correct chemical levels;</p> <p style="margin-left: 20px;">3.1.12.3 not drain the swimming pool or spa without prior written consent of the Landlord;</p> <p style="margin-left: 20px;">3.1.12.4 advise the Landlord or the Agent immediately upon becoming aware of any equipment, including fences or gates, being damaged or malfunctioning or of the condition of the pool or spa deteriorating such that remedial treatment is required.</p> <p>3.1.13 effect and maintain any policy of insurance specified in Item 9 of the Schedule during the Term and, on demand, produce to the Landlord or the Agent a certificate of currency for that insurance;</p> <p>3.1.14 indemnify and keep indemnified the Landlord and the Agent in respect of loss incurred or suffered as a result of any breach of this Agreement by the Tenant or any negligent act arising from the Tenant's use of the Property:</p> <p style="margin-left: 20px;">3.1.14.1 this indemnity includes without limitation, loss due to bodily injury, sickness, or death or loss, destruction or damage to property;</p> <p style="margin-left: 20px;">3.1.14.2 this indemnity survives the expiration or termination of this Agreement.</p> <p>3.2 The Tenant must not without the prior written consent of the Landlord:</p> <p>3.2.1 use, cause or permit the Property to be used for an illegal or unauthorised purpose;</p> <p>3.2.2 intentionally or negligently cause or allow others to intentionally or negligently damage the Property (including by driving nails, plugs or screws or fixing any adhesive material to any part of the Property);</p> <p>3.2.3 use any sink, basin, bath, lavatory, drain or similar facility ("the Plumbing") in or connected to the Property for other than their intended purpose;</p> <p>3.2.4 damage the Plumbing or the drainage or sewerage systems of the Property;</p> <p>3.2.5 affix any fixture or make any renovation, alteration or addition to the Property;</p> <p>3.2.6 remove or alter any fixture or device on the Property;</p> <p>3.2.7 cause or permit a nuisance or any interference with the reasonable peace, comfort or privacy of any person who resides in the immediate vicinity of the Property;</p> <p>3.2.8 assign this tenancy or sublet the Property;</p> <p>3.2.9 affix any television antenna, cable TV or satellite dish to the Property;</p> <p>3.2.10 install any air-conditioning unit on or in the Premises;</p> <p>3.2.11 keep any animals (including reptiles, mammals, birds, poultry or fish) on the Property;</p> <p>3.2.12 permit any bicycle or motor cycle to be brought into the living areas of the Premises or left anywhere in or near the Premises other than in an agreed parking place;</p> <p>3.2.13 place any advertisement, notice or sign on or in the Property;</p>

	<p>3.2.14 interfere with any machinery, plant or equipment belonging to the Landlord on the Property other than to operate it in accordance with the Landlord's or the manufacturer's instructions;</p> <p>3.2.15 allow any person other than the intended occupants notified to the Landlord prior to the commencement of this Agreement to remain on the Property for more than fourteen (14) days;</p> <p>3.2.16 alter, remove or add any locks or other security devices to the Property. In the event consent is granted, the Tenant must supply any key, device or updated security code to the Agent as soon as practicable;</p> <p>3.2.17 cause or permit smoking within the Premises.</p> <p>3.3 Where the Premises are a unit or lot under the <i>Strata Titles Act 1988</i> or the <i>Community Titles Act 1996</i> or are comprised in another form of multiple dwelling, the Tenant must not breach or permit a breach of the applicable Act or the Articles/By-Laws of the Corporation made under that Act, or (in regard to other premises) of any Articles or Rules that apply and in particular must not:</p> <p>3.3.1 park any motor vehicle or motor cycle in any place other than an allotted parking space;</p> <p>3.3.2 deposit any rubbish around the Property or any neighbouring properties other than in a bin provided for the purpose;</p> <p>3.3.3 place any pot or plant container or personal items on any window sill, balustrade, balcony or passageway or in any common areas;</p> <p>3.3.4 hang washing anywhere other than in areas provided for that purpose;</p> <p>3.3.5 use any communal laundry outside the times set by the Corporation.</p>
4 Landlord's Right of Entry	<p>Subject to the Act, the Tenant must allow the Landlord and/or the Agent to enter the Property in the following circumstances:</p> <p>4.1 immediately in the case of emergency;</p> <p>4.2 to inspect the Property or for any other purpose at any reasonable hour after giving the Tenant not less than seven (7) days nor more than fourteen (14) days prior written notice;</p> <p>4.3 at a previously arranged time, but not more than once every week for the purpose of collecting the Rent;</p> <p>4.4 to carry out repairs or maintenance at any reasonable time after giving the Tenant not less than forty eight (48) hours notice;</p> <p>4.5 for the purpose of showing the Property to prospective tenants at any reasonable hour and on a reasonable number of occasions during a period of twenty eight (28) days prior to the end of the Term, after giving the Tenant reasonable notice;</p> <p>4.6 for the purpose of showing the Property to prospective purchasers at any reasonable hour and on a reasonable number of occasions, after giving the Tenant four (4) days notice for scheduled "opens" and twenty four (24) hours notice for "inspections by appointment";</p> <p>4.7 with the consent of the Tenant given at or immediately before the time of entry.</p>
5 Landlord's Rights and Obligations	<p>5.1 Subject to the Act, the Landlord must:</p> <p>5.1.1 provide the Property in a reasonable state of cleanliness;</p> <p>5.1.2 provide and maintain the Property in a reasonable state of repair having regard to its age, character and prospective life, however the Landlord will not be regarded as being in breach of the obligation to repair unless the Landlord has been given written notice by the Tenant of the defect requiring repair and the Landlord fails to act with reasonable diligence to have the defect repaired;</p> <p>5.1.3 provide and maintain such locks and other devices as are necessary to ensure that the Property is reasonably secure;</p> <p>5.1.4 pay all rates, taxes and charges imposed in respect of the Property other than rates and charges for water that are agreed to be paid by the Tenant and specified in Item 8 of the Schedule;</p> <p>5.1.5 allow the Tenant to have quiet enjoyment of the Property during the Term.</p> <p>5.2 The Landlord must not:</p> <p>5.2.1 cause or permit any interference with the reasonable peace, comfort or privacy of the Tenant in the use by the Tenant of the Property;</p> <p>5.2.2 except where the Tenant is in default of this Agreement, alter, remove or add any lock or device of the type referred to in clause 5.1.3 without the Tenant's written or verbal consent.</p> <p>5.3 Subject to the Act, the Landlord may increase the Rent and Security Bond at any time during the Term, even if this Agreement is for a fixed term.</p>
6 Termination and Holding Over	<p>The Landlord and Tenant agree:</p> <p>6.1 this Agreement may only be terminated in accordance with the Act;</p> <p>6.2 subject to clause 6.3, the Landlord may terminate this Agreement on seven (7) days notice to the Tenant if the Tenant breaches it in any respect whatsoever;</p> <p>6.3 where the Landlord proposes to give a notice terminating this Agreement for non-payment of rent, the Rent must have been in arrears for at least fourteen (14) days before a notice of termination can be given;</p> <p>6.4 if, with the approval of the Landlord, the Tenant remains in occupation of the Property after the expiration of the Term, this Agreement continues until determined by either party in accordance with the Act;</p> <p>6.5 if the Tenant breaches this Agreement during its Term, and the Landlord re-lets the Property, then the Tenant will pay to the Agent the Landlord's reasonable re-letting costs including advertising, letting fee and any out of pocket expenses, together with the Rent to the date on which the Tenant is released (if applicable) from this Agreement;</p> <p>6.6 the Landlord may charge the Tenant for processing an application for consent to sublet the Property.</p>
7 Privacy Act 1988	<p>7.1 The parties agree and acknowledge that the Agent uses personal information collected from the Landlord and Tenant to act as the Landlord's agent and to perform their obligations under this Agreement. The Agent may also use such information collected to promote the services of the Agent and/or seek potential clients.</p> <p>7.2 The Agent may disclose information to other parties including media organisations, on the internet, to potential tenants, or to clients of the Agent both existing and potential, as well as to tradespeople, owners corporations, government and statutory bodies, other agents, and to third party operators of tenancy reference databases. By entering into this Agreement the Tenant acknowledges that if they fail to comply with their obligations under this Agreement that fact and any other relevant information collected about the Tenant during the course of the tenancy may also be disclosed to other agents and third party operators of tenancy reference databases.</p> <p>7.3 The Agent will only disclose information in this way to other parties as required to perform their duties under this Agreement, to achieve the purposes specified above or as otherwise allowed under the <i>Privacy Act 1988</i>.</p> <p>7.4 If the Tenant would like to access this information, they can do so by contacting the Agent at the address and contact numbers contained in this Agreement. The Tenant can also correct this information if it is inaccurate, incomplete or out-of-date.</p>
8 Other Conditions	<p>This Agreement includes such other terms and conditions as specified in Item 10 of the Schedule.</p>
9 General	<p>9.1 This Agreement is governed by and construed in accordance with the laws from time to time in force in South Australia and the parties submit to the non-exclusive jurisdiction of the Courts of this State.</p> <p>9.2 If any provision of this Agreement shall be found by a court of competent jurisdiction to be invalid or unenforceable in law, then in such case the parties hereby request and direct such court to sever such provision from this Agreement.</p>

EXECUTED AS AN AGREEMENT

Dated this _____ day of _____ 20 _____

The Tenant(s) acknowledge receipt of:

- | | |
|---|--|
| <input type="checkbox"/> Information Brochure (<i>Residential Tenancies Act 1995</i>) | <input type="checkbox"/> Instruction Manuals (Number _____) |
| <input type="checkbox"/> Inspection Sheet (2 copies) | <input type="checkbox"/> Additional Conditions Annexure |
| <input type="checkbox"/> Strata Articles | <input type="checkbox"/> Statutory Notice for Short Term Tenancy |
| <input type="checkbox"/> Community Title By-laws | <input type="checkbox"/> A copy of this Agreement |
| <input type="checkbox"/> Keys (Number _____) | <input type="checkbox"/> Other _____ |
| <input type="checkbox"/> Remote control devices (Number _____) | <input type="checkbox"/> Other _____ |

Signed by the Tenant(s):

Name: _____

Signed by or on behalf of the Landlord

- Agent as authorised Landlord

NOTE:

1. REISA recommends that you should not sign any document unless you are satisfied that you understand its terms.
2. Use of this Agreement by a non-member of REISA is a breach of Copyright.

NOTE: ALL PARTIES SHOULD INITIAL ALL PAGES