



RESIDENTIAL TENANCY AGREEMENT

FIXED TERM OR PERIODIC

The parties to this agreement should consider obtaining legal advice about their rights and obligations under this Agreement.

The Landlord agrees to let and the Tenant agrees to rent from the Landlord the Premises detailed below on the terms set out herein.

THE LANDLORD

LETTING AGENT

Choice Your Property Partners Pty Ltd trading as Choice Your Property Partners, 153 Sturt St, Adelaide SA 5000

Phone 0404 970 765

Fax

Email admin@choiceypp.com.au

TENANT / S

Phone	Mobile	Email

THE PREMISES

Address / Description

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.

RENT

_____ per week (in words) _____
Rent payable in instalments
1 st instalment: _____ \$ due on _____ (date)
2 nd Instalment _____ \$ due on _____ (date)
thereafter _____ \$ every <input type="checkbox"/> week <input type="checkbox"/> fortnight <input type="checkbox"/> four weeks <input type="checkbox"/> monthly
How and Where Rent Payable

FIXED TERM TENANCY No Yes

From _____ (date)	To _____ (date)
NB: If the period is less than 90 days prepare a Notice (Form 1) and attach	

OR

PERIODIC TENANCY No Yes

From _____ (date)	Until terminated by landlord or tenant under the Act
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BOND

\$ _____ Calculated in accordance with Regulation 9 of the Regulations and Section 61 of the Act
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WATER CONSUMPTION

The tenants are to pay water charges and allowances as detailed and as allowed under the Act
<input type="checkbox"/> All quarterly supply charges & all water usage
<input type="checkbox"/> All water usage
<input type="checkbox"/> All water usage over & above _____ kL _____ annual allowances
<input type="checkbox"/> None
<input type="checkbox"/> Other*
<small>* This is to be used where the Landlord may contribute towards some water usage</small>

DOMESTIC FACILITIES

Information for appliances and devices will be reasonably given (and can be in writing or oral)	
<small>* delete if not applicable or insert additional</small>	

PROSPECTIVE SALE No Yes

The Landlord has a present intention to sell the Property. If YES , give details.

SPECIAL CONDITIONS

Special Conditions relating to the Tenancy.
<input type="checkbox"/> None <input type="checkbox"/> As detailed below <input type="checkbox"/> See Special Conditions Annexure

GENERAL CONDITIONS

1 Application of Act and Regulations

The provisions of the Residential Tenancies Act, 1995 (the "Act") and the Residential Tenancies (General) Regulations 1995 (the "Regulations") as amended from time to time apply to this Agreement and wherever there be any inconsistency or conflict between the terms of this Agreement and the Act or Regulations then the Act or Regulations will prevail and the terms and conditions herein will be read down but so as to preserve as far as possible the clauses or provisions of this Agreement.

2 Manner of Payment of Rent

The Tenant will pay rent to the Landlord for the Premises at the rate specified on page 1 and in the manner and place specified therein without setoff or abatement.

3 Rates Taxes and Charges

The Landlord will bear all statutory rates taxes and charges imposed in respect of the Premises. The Tenant is to pay water rates as set out above (as this may be amended by regulation from time to time) unless otherwise indicated in this Agreement.

4 Rent Review

The rent will be reviewed from time to time in accordance with the Act and the Landlord also reserves the right to increase the rent during this Agreement and in the event the Landlord wishes to vary the rental payable then the Landlord must give notice pursuant to Section 55 of the Act or as prescribed from time to time.

5 Subletting and Assignment

The Tenant may not sublet the Premises or assign his interest under this Agreement without the prior written consent of the Landlord which consent will not be unreasonably withheld.

6 Termination

The Landlord may terminate this Agreement by notice given should there be any breach of the terms of this Agreement. Such notice is to be given in a written form specifying the breach and informing the Tenant that if the breach is not remedied within the specified period (which must be period of at least 7 days) from the date the notice is given then the tenancy will be terminated by force of the Notice. Notice will be in the form prescribed under the Regulations. The Landlord may terminate the Agreement on the grounds of non payment of rent where rent or any part thereof has been outstanding for a period of 14 days.

7 Tenants Obligations

The Tenant must:

- 7.1 Pay for all services to the Premises to include but not limited to gas, oil, electricity, water consumption and telephone costs.
- 7.2 Keep the Premises clean and secure and notify the Landlord of any damage to the property and report immediately to the Landlord any breakdown or fault in equipment, water, electrical or other services to the property.
- 7.3 Keep all drains clear and only use sewers and plumbing in the normal course and use.
- 7.4 Use the Premises only as a place of residence and not for any other purpose without the Landlord's written consent.
- 7.5 Pay for the cost of any repairs to the Premises where damage to the Premises is a result of a breach by the Tenant or their invitees of this Agreement or caused by the wrongful and or negligent act of the Tenant and or their invitees.
- 7.6 Maintain the Premises the grounds and gardens to at least the same standard as presented at the commencement of the term of the tenancy.
- 7.7 Where the Premises comprise a unit under the Strata Titles Act or the Community Titles Act or are comprised in a form of multiple dwelling the Tenant will comply in all respects with the provisions of the Articles of the Corporation and directions of the Corporation or the management of rights of unit or lot holders.
- 7.8 The Tenant will comply with all reasonable directions of the Landlord in relation to the maintenance, care and use of the Premises.
- 7.9 Keep the Premises clear of rubbish and comply with any by-laws concerning rubbish collection.

The Tenant will not

- 7.10 Alter or remove a lock or security device or add a lock or security device without the consent of the Landlord and the Tenant will insure all the Tenant's belongings against all risks.
- 7.11 Without the Landlord's written consent to make any alteration or addition to the Premises whatsoever.
- 7.12 Use or cause or permit the Premises to be used for any illegal or unauthorised purpose or cause or permit a nuisance. The Tenant must not cause or permit an interference with the reasonable peace, comfort or privacy of another person who resides in the immediate vicinity of the Premises.
- 7.13 Intentionally or negligently cause or allow damage to the Premises (including placing of nails plugs or screws and or fixing any adhesives to any part of the Premises whatsoever).
- 7.14 Fix any television antennae to the Premises without the prior written consent of the Landlord.
- 7.15 Use any part of the Premises except in connection with the intended purpose of the fixture or fitting.
- 7.16 Keep any animals (to include birds, poultry, fish, mammals and reptiles) at or on the Premises.
- 7.17 Interfere with any plant, equipment or machinery on the Premises other than in accordance with consent of the Landlord and the manufacturer's instructions.
- 7.18 Bring any bicycle, motor cycle into the living areas of the Premises.
- 7.19 Erect or place any sign or notice on or in the Premises.

If the Premises contains a swimming pool then the Tenant will

- 7.20 Maintain the pool in all things at the expense of the Tenant for chemicals, any maintenance and cleaning and labour costs.
- 7.21 Observe all maintenance instructions and regimes and all instructions of the Landlord relating to maintenance.
- 7.22 Not drain the pool or instruct any structural repairs or maintenance without the consent of the Landlord.
- 7.23 Advise the Landlord of any damage to equipment, malfunction of equipment or any deterioration of the pool requiring attention.

8 Landlords' Obligations

The Landlord will:

- 8.1 Deliver the Premises at the commencement of the term in a reasonable state of cleanliness.
- 8.2 Provide and maintain the Premises and ancillary property are in a reasonable state of repair at the beginning of the tenancy and will keep them in a reasonable state of repair having regard to their age character and prospective life and abide by all legal requirements regarding the buildings and health and safety in respect of the Premises.
- 8.3 Provide adequate locks and devices to secure the Premises.
- 8.4 Grant the Tenant quiet enjoyment of the Premises during the term and not interfere with the peace, comfort or privacy of the Tenant and will take all reasonable steps to enforce this obligation upon any other tenant of the landlord in occupation of the Premises.

9 Right of Entry

The Landlord may subject to the Act enter the Premises in the following circumstances:

- 9.1 Immediately in an emergency.
- 9.2 To carry out necessary repairs or maintenance at a reasonable time where the Tenant has been given at least 48 hours notice.
- 9.3 As may be arranged with the Tenant but not more than once each week to collect rent.
- 9.4 To inspect the Premises but not more than once every 28 days and at a reasonable hour upon not less than 7 nor more than 14 days prior written notice.
- 9.5 For the purpose of showing the Premises to prospective tenants at a reasonable hour and on a reasonable number of occasions during a period of 28 days prior to the end of the tenancy.
- 9.6 For the purpose of showing prospective purchasers at such reasonable times upon giving reasonable notice to the Tenant.
- 9.7 At any time with the consent of the tenant given immediately before the time of entry.

10 Compensation for Damages and Indemnity

If the Tenant causes damage to the Premises by removing a fixture the Tenant must notify the Landlord and at the option of the Landlord repair the damage or compensate the Landlord for the costs of repairing the damage. The Tenant will indemnify and keep indemnified the Landlord against all claims whatsoever brought by any party against the Landlord or the occupier of the Premises arising from the Tenants breach of this Agreement and or any negligence arising from the Tenants use of the Premises.

11 Termination by Landlord –

Periodic Tenancy Only

If the tenancy is a periodic tenancy the Landlord may terminate this Agreement in accordance with Regulations and the form of Schedule 3 of the Regulations for cause. The Landlord may further give the Tenant at least 90 days notice of termination of this Agreement without specifying any grounds for the notice but again in the form regulated by Schedule 3 of the Regulations. Notice of termination can also otherwise be given of not less than 60 days if the Premises (property) is sold and of not less than 90 days if the Premises are required for personal use.

Fixed Term

If the tenancy is for a fixed term the Landlord can terminate for cause subject to the Regulations and as in clause 6.

12 Termination by Tenant – Periodic Tenancy

If the tenancy is a periodic tenancy the Tenant may terminate this Agreement by giving a notice in writing to the Landlord of at least 21 days or a period equivalent to a single period of the tenancy (whichever is the longer) without specifying any ground for the notice.

13 Re-letting

If the Tenant breaches this Agreement during its term and the Landlord re-lets the Premises the Tenant will pay the Landlord's reasonable re-letting costs including advertising out of pocket expenses and legal fees together with the rent until the property is re-let. The Landlord or its manager may make a charge for processing an application for consent to sublet or re-let the property.

14 Definitions

A reference to an Act of Parliament or to a section of an Act includes any amendment thereto or re-enactment thereof for the time being in force. Where 2 or more persons are named in this Agreement their liability will be joint and several. A person will mean and include a corporation. A reference to the Landlord will mean and include the Manager of the Landlord from time to time acting and will include the servant agents and employees of the Landlord and or the Manager. Premises will mean and include the land together with any chattels included and ancillary property of the Landlord existing at the Premises. The Manager will be the party described in this Agreement being the Agent or other party acting for the Landlord in the management of the Premises.

15 GST

Rental will not include GST. The Tenant will pay all GST unless excluded by law. GST will mean any Goods & Services tax imposed to include *A New Tax System (Goods and Services Tax) Act 1999* or any amending or replacing Act.

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.

ACKNOWLEDGEMENT and CONSENTS

The Landlord and Tenant each acknowledges and consents to the Landlord or Agent and the Tenant or their attorneys and representatives signing this form and agreement and any Notices under the Act by electronic and/or digital signatures under the Electronic Transactions Act (Cth) and (SA) and delivering this Agreement and any Notices under the Act by email.

EXECUTION

SIGNED BY THE TENANT / S	WITNESS	DATE
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

The Tenant(s) acknowledge receipt of

Information Brochure – Residential Tenancies Act 1995	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Statutory Notice for Short Fixed Term Tenancy (if less than 90 days)	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Inspection Report	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Manuals or instructions (written or oral) for domestic facilities	<input type="checkbox"/> Yes	<input type="checkbox"/> No
A copy of this Agreement	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Keys	<input type="checkbox"/> Yes	<input type="checkbox"/> No

SIGNED BY OR ON BEHALF OF THE LANDLORD	WITNESS	DATE
_____	_____	_____

Landlord
 Letting Agent as authorised

NOTE
ALL PARTIES SHOULD INITIAL ALL PAGES



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Residential Tenancies Act 1995

NOTICE OF TENANCY DETAILS

Details pursuant to s 48 *Residential Tenancies Act* to be supplied at commencement of new tenancy.

INFORMATION REGARDING YOUR TENANCY

TO: _____

Details of Tenancy

Property Address: _____

Agent details: Choice Your Property Partners Pty Ltd
T/A Choice Your Property Partners

Address for Service of all notices: 153 Sturt St
Adelaide SA 5000

Telephone of Agent: 0404 970 765

Name of Landlord: _____

Landlord address (for service as req): _____

If Company (registered address): _____

If Landlord not owner (Owner): _____

Acknowledgment of receipt

Signature of tenant

Date:

The parties agree the *Electronic Transactions Act (SA)* and (*Cth*) may be used for digital signatures and sending by email and in counterpart.