

**RESIDENTIAL TENANCIES ACT 1997
CONDITIONS OF AGREEMENT**

Ver.7.2.0/0122

This Agreement is between the RESIDENTIAL RENTAL PROVIDER (RENTAL PROVIDER) and the RENTER specified in Schedule A. RENTAL PROVIDER must use this form for a fixed term Residential Rental Agreement of no more than five years or a periodic Residential Rental Agreement in writing.

1. GENERAL CONDITION

This form is the written record of your Rental Agreement. This is a binding contract under the *Residential Tenancies Act 1997* and *Residential Tenancies Amendment Act 2018*, so please read all terms and conditions carefully. If you need advice on your rights and responsibilities, please call the Consumer Affairs Victoria Helpline on 1300 55 81 81 before signing the Agreement. When a bond is paid, the RENTAL PROVIDER/AGENT and RENTER must complete an Entry Condition Report, and both keep a copy for their records. RENTER must return the **Entry Condition Report within 5 (five) business days**; beyond that RENTER agreed and accepted the condition of the premises let as on the Entry Condition Report.

1.1. PREMISES LET AND RENT

The RENTAL PROVIDER lets the RENTER of the PREMISES LET specified in Schedule A together with those items indicated in Schedule A, for which the RENT shall be the amount specified in Schedule A commencing on the start date specified in Schedule A and payable in advance by the RENTER to the party specified in Schedule A.

1.2. BOND

The RENTER has been asked to pay the bond specified in Schedule A to the RENTAL PROVIDER/AGENT on or before the signing of this Agreement. The RENTAL PROVIDER or their AGENT must lodge the bond with the Residential Tenancies Bond Authority (RTBA). The bond must be lodged within 10 business days after receiving payment. The RTBA will send the RENTER a receipt for the bond. If the RENTER does not receive a receipt within 15 business days from when they paid the bond, they may email the RTBA at rtba@justice.vic.gov.au OR call the RTBA on 1300 137 164.

1.3. FIXED TERM AGREEMENT

The term of this Agreement must be as specified in Schedule A. STARTING on the date specified in Schedule A and ENDING on the date specified in Schedule A; and unless either party terminates this Agreement in accordance with the provisions of the *Residential Tenancies Act 1997*, this Agreement will continue as a periodic agreement.

OR

PERIODIC AGREEMENT

If a fixed term agreement ends and the RENTER and RENTAL PROVIDER do not enter into a new fixed term agreement, and the RENTER continues to occupy the premises, a periodic (e.g., month by month) residential rental agreement will be formed.

1.4. CONSENT TO SERVICE OF NOTICES AND OTHER DOCUMENTS BY ELECTRONIC METHOD

a) Express Consent

1. The RENTAL PROVIDER agrees to the service of notices and other documents in accordance with the requirements of the *Electronic Transactions (Victoria) Act 2000* Section 8:
 Yes, at the email address specified in Schedule A.
2. The RENTER agrees to the service of notices and other documents in accordance with the requirements of the *Electronic Transactions (Victoria) Act 2000* Section 8:
 Yes, at the email address specified in Schedule A.

b) Inferred Consent

The RENTAL PROVIDER or the RENTER must not infer consent to electronic method merely from the receipt or response to emails or other electronic communications if the RENTAL PROVIDER or the RENTER has not consented to electronic method.

c) Change of Electronic Address

The RENTAL PROVIDER or the RENTER must immediately notify the other party in writing if their contact details change as specified in Schedule A changes.

d) Withdrawal of Consent

1. The RENTAL PROVIDER or the RENTER may withdraw their consent to electronic method of notices and other documents only by giving notice in writing to the other party.
2. Following the giving notice as on the previous clause, no further notices or other documents are to be served by electronic method.

e) Additional Terms

"Electronic communication" has the same meaning as in *Electronic Transactions (Victoria) Act 2000* Section 7 and "Information" has the same meaning as "giving information" in Section 8 of the Act.



South Yarra Office

25 Malcolm Street
South Yarra, VIC 3141

P 1300 884 168
F 1300 884 138
E info@xynergy.com.au

Oakleigh Office

19 Station Street
Oakleigh, VIC 3166

P 03 9017 5881
F 03 9563 3127
E info.oakleigh@xynergy.com.au

Altona Office

114-116 Queen Street
Altona, VIC 3018

P 03 9398 8400
F 1300 884 138
E info.altona@xynergy.com.au

Melbourne Office

Suite 411/434 St Kilda Road
Melbourne, VIC 3004

P 03 9676 9411
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2. RIGHTS AND OBLIGATIONS

This is a summary of selected rights and obligations of RENTER and RENTAL PROVIDER under the Act.

2.1. CONDITION OF THE PREMISES LET

- a) The RENTAL PROVIDER must ensure the premises let comply with the rental minimum standards, and is vacant and reasonable clean when the RENTER moves in.
- b) The RENTAL PROVIDER must ensure that the premises let are maintained in good repair and in a fit condition for occupation.
- c) The RENTAL PROVIDER agrees to do all the safety-related maintenance and repair activities set out in clause 2.3 of the Agreement.
- d) The RENTER must follow all safety-related activities set out in clause 2.3 of the Agreement and not remove, deactivate or otherwise interfere with the operation of prescribed safety devices on the premises let.

2.2. URGENT REPAIRS

- a) If there is a need of an urgent repair, the RENTER should notify the RENTAL PROVIDER in writing.
- b) Section 3(1) of the Act defines urgent repairs. Refer to the Consumer Affairs Victoria website for the full list of urgent repairs and for more information.
- c) Urgent repairs include failure or breakdown of any essential service or appliance provided for hot water, cooking, heating or laundering supplied by the RENTAL PROVIDER.
- d) If the RENTER has arranged for urgent repairs, the RENTER may be reimbursed directly by the RENTAL PROVIDER for the reasonable cost of repairs up to \$2,500 with a valid invoice by a licensed tradesman.
- e) The RENTER may apply to Victorian Civil and Administrative Tribunal (VCAT) for an order requiring the RENTAL PROVIDER to carry out urgent repairs if:
 - 1. The RENTER cannot meet the cost of the repairs; or
 - 2. The cost of repairs is more than \$2,500; or
 - 3. The RENTAL PROVIDER refuses to pay the cost of repairs if it is carried by the RENTER.
- f) Emergency Contact List is provided on the RENTER GUIDELINES.

2.3. SAFETY-RELATED ACTIVITIES

2.3.1. Electrical safety checks

- a) The electrical safety check of all electrical installations, appliances and fitting provided by RENTAL PROVIDER has been conducted every two years by a licensed electrician.
- b) If an electrical safety check of the premises let has not been conducted within the last two years, the RENTAL PROVIDER will arrange an electrical safety check as soon as practicable.

2.3.2. Gas safety activities

This safety-related activity only applies if the premises let contains any appliances, fixtures or fittings which use or supply gas.

- a) The gas safety check of all gas installations and fittings in the premises let has been conducted every two years by a licensed gasfitter.
- b) If a gas safety check of the premises let has not been conducted within the last two years, the RENTAL PROVIDER will arrange a gas safety check as soon as practicable.

2.3.3. Smoke alarm safety activities

- a) The RENTAL PROVIDER must ensure that-
 - i. any smoke alarm is correctly installed and in working condition; and
 - ii. any smoke alarm is tested according to the manufacturer's instructions at least once every 12 months; and
 - iii. the batteries in each smoke alarm are replaced as required.
- b) The RENTAL PROVIDER will immediately arrange for a smoke alarm to be repaired or replaced as an urgent repair if the RENTAL PROVIDER is notified by the RENTER that it is not in working order.
- c) The RENTAL PROVIDER, on or before the commencement of the Agreement, will provide the RENTER with the following information in writing-
 - i. information about how each smoke alarm in the premises let operates;
 - ii. information about how to test each smoke alarm in the premises let;
 - iii. information about the RENTER'S obligations to not tamper with any smoke alarms and to report if a smoke alarm in the premises let is not in working order.
- d) The RENTER must give written notice to the RENTAL PROVIDER as soon as practicable after becoming aware that a smoke alarm in the premises let is not in working order.

2.3.4. Swimming pool barrier safety activities

These safety-related activities only apply if the premises let contains a swimming pool.

- a) The RENTAL PROVIDER must ensure that the swimming pool barrier is maintained in good repair.
- b) The RENTER must give written notice to the RENTAL PROVIDER as soon as practicable after becoming aware that the swimming pool barrier is not in working order.
- c) The RENTAL PROVIDER must arrange for a swimming pool barrier to be immediately repaired or replaced as an urgent repair if they are notified by the RENTER that it is not in working order.
- d) The RENTAL PROVIDER must provide the RENTER with a copy of the most recent certificate of swimming pool barrier compliance issued under the Building Act 1993 on the request of the RENTER.

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- 2.3.5. Relocatable swimming pool safety activities (as the case may be)
These safety-related activities only apply if a relocatable swimming pool is erected, on is intended to be erected, on the premises let. And these safety-related activities only apply to swimming pools or spas that hold water deeper than 300 mm.
- a) The RENTER must not erect a relocatable swimming pool without giving written notice to the RENTAL PROVIDER before erecting the pool.
 - b) The RENTER must obtain any necessary approvals before erecting a relocatable swimming pool.
- 2.3.6. Bushfire prone area activities (as the case may be)
This safety-related activity only applies if the premises let is in a bushfire prone area and is required to have a water tank for bushfire safety.
- a) If the premises let is in a designated bushfire prone area under Section 192A of the Building Act 1993 and a water tank is required for firefighting purposes, the RENTAL PROVIDER must ensure the water tank and any connected infrastructure is maintained in good repair as required.
 - b) The water tank must be full and clean at the commencement of the Agreement.
- 2.4. DAMAGE TO THE PREMISES LET
- a) The RENTER must ensure that care is taken to avoid any damaging the premises let.
 - b) The RENTER must take reasonable care to avoid damaging to the premises let and any common areas.
 - c) The RENTER must notify the RENTAL PROVIDER, in writing, as soon as practicable of-
 - damage to the premises let; and
 - a breakdown of facilities, fixtures, furniture or equipment supplied by the RENTAL PROVIDER.
 - d) The RENTAL PROVIDER will carry out non-urgent repairs in a reasonable time.
- 2.5. REPAIRS
Only a suitable qualified person may do repairs – both urgent and non-urgent.
- 2.6. USE OF PREMISES LET
- a) The RENTER is entitled to quiet enjoyment of the premises let. The RENTAL PROVIDER may only enter the premises let in accordance with the Act; and
 - b) The RENTER must not use or allow the premises let for any illegal purposes; and
 - c) The RENTER must not cause a nuisance or interfere with the reasonable peace, comfort or privacy of neighbours; and
 - d) The RENTER must avoid damaging the premises let and common areas. Common areas include hallways, driveways, gardens and stairwells. Where damage occurs, the RENTER must notify the RENTAL PROVIDER in writing; and
 - e) The RENTER must keep the premises let reasonable clean during the period of Agreement.
- 2.7. PROFESSIONAL CLEANING
- a) The RENTAL PROVIDER must ensure that the premises let are in a reasonably clean condition on the day on which it is agreed that the RENTER is to enter into occupation of the premises.
 - b) The RENTAL PROVIDER must not require the RENTER to arrange professional cleaning or cleaning to a professional standard at the end of the tenancy unless-
 - Professional cleaning or cleaning to a professional standard was carried out to the premises let immediately before the start of the tenancy and the RENTER was advised that professional cleaning or cleaning to a professional standard had been carried out to those premises let immediately before the start of the tenancy; or
 - Professional cleaning or cleaning to a professional standard is required to restore the premises let to the same condition they were in immediately before the start of the tenancy, having regard to the condition report and taking into account fair wear and tear.
 - c) The RENTER must have all or part of the premises let professional cleaned, or pay the cost of having all or part of the premises let professional cleaned, if professional cleaning becomes required to restore the premises let to the condition they were in immediately before the start of the tenancy, having regard to the condition report and taking into account fair wear and tear.
- 2.8. RENT
- a) The RENTAL PROVIDER will give the RENTER at least 60 days written notice of a proposed rent increase.
 - b) The rent will not be increased more than once every 12 months.
 - c) The RENTAL PROVIDER will not increase the rent under a fixed term agreement unless the Agreement as specified in Schedule A provides for an increase by specifying the amount of increase or the method of calculating the rent increase.

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2.9. MODIFICATIONS

- a) The RENTER may make some modifications without seeking the RENTAL PROVIDER'S consent. These modifications are listed on the Consumer Affairs Victoria website, consumer.vic.gov.au/renting.
- b) The RENTER must seek the RENTAL PROVIDER'S consent before installing any other fixtures or additions.
- c) The RENTER may apply to VCAT if they believe that the RENTAL PROVIDER has unreasonably refused consent for a modification mentioned in the Act.
- d) The RENTER at the end of the Agreement, must restore the premises let to the condition it was in before they moved in (excluding fair wear and tear). This includes removing all modifications, unless the parties agree they do not need to be removed.
- e) The RENTAL PROVIDER must not unreasonably refuse consent for certain modifications as listed on the Consumer Affairs Victoria website.

2.10. ACCESS AND ENTRY

- a) The RENTAL PROVIDER may enter the premises let-
 - at any time, if the RENTER has agreed within the last seven days; and
 - to do an inspection, but not more than once every six months; and
 - to comply with the RENTAL PROVIDER'S duties under the Act; and
 - to show the premises let or conduct an open inspection to sell, rent or value the premises let; and
 - to take images or video for advertising a property that is for sale or rent; and
 - if they believe the RENTER has failed to follow their duties under the Act; and
 - to do a pre-termination inspection where the RENTER has applied to have the Agreement terminated because of family violence or personal violence.
- b) The RENTER must allow entry to the premises let where the RENTAL PROVIDER has followed proper procedure.

2.11. LOCKS

- a) The RENTAL PROVIDER must ensure the premises let-
 - has locks to secure all windows capable of having a lock; and
 - has deadlocks (a deadlock is a deadlatch with at least one cylinder) for external doors that are able to be secured with a functioning deadlock; and
 - meets the rental minimum standards for locks and windows locks.
- b) External doors which are not able to be secured with a functioning deadlock must at least be fitted with a locking device that-
 - is operated by a key from the outside; and
 - may be unlocked from the inside with or without a key.
- c) The RENTER must obtain consent from the RENTAL PROVIDER to change a lock in the master key system.
- d) The RENTAL PROVIDER must not unreasonably refuse consent for a RENTER seeking to change a lock in the master key system.
- e) The RENTAL PROVIDER must not give a key to a person excluded from the premises let under-
 - a family violence intervention order; or
 - a family violence safety notice; or
 - a recognised non-local DVO; or
 - a personal safety intervention order.

2.12. PETS

- a) The RENTER must seek consent from the RENTAL PROVIDER before keeping a pet on the premises let.
- b) The RENTAL PROVIDER must not unreasonably refuse a request to keep a pet.

2.13. ASSIGNMENT OR SUB-LETTING

- a) The RENTER must NOT assign (transfer to another person) or sub-let the whole or any part of the premises without the consent of the RENTAL PROVIDER. The RENTAL PROVIDER may give the RENTER notice to vacate if the RENTER assigns or sub-lets the premises let without consent.
- b) The RENTAL PROVIDER will not unreasonably withhold consent to assign or sub-let the premises let.
- c) The RENTAL PROVIDER will not demand or receive a fee or payment for consent, other than any fees, costs or charges incurred by the RENTAL PROVIDER in relation to the preparation of an assignment in writing of this Agreement. The AGENT incurs a fee as stated in clause 3.45 in order to transfer a RENTER within an existing Agreement that has more than three months expiration term.

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3. ADDITIONAL TERMS

- Both parties to this Agreement shall comply with the provisions of the *Residential Tenancies Act 1997* as they apply to each party. The additional terms listed must not exclude, restrict or modify any of the rights and duties included in the Act. Additional terms must also comply with the Australian Consumer Law (Victoria). For example, they cannot be unfair terms, which will have no effect.
- 3.1. The RENTER shall pay charges in respect of the connection or re-connection and consumption of electricity, gas, and telephone of the rented premise, which is separately metered for these services.
 - 3.2. The RENTER shall pay charges in respect of the consumption of water of the rented premise, which is separately metered OR a pro-rata fees if it is a communal metered for this service.
 - 3.3. The RENTER shall be liable for the cost of repairing the damage they caused, and RENTAL PROVIDER shall give the RENTER a repair notice for the damage caused by RENTER to the premises let.
 - 3.4. The RENTER shall notify the RENTAL PROVIDER or AGENT immediately upon becoming aware of any defects in the premises let or any other matter which may give rise to liability pursuant to the *Occupiers Liability Act 1983*.
 - 3.5. The RENTER shall not do or allow any action which would invalidate any insurance policy on the premises, or increase the premium, and the RENTER shall pay the RENTAL PROVIDER all increased premiums and any other expenses incurred as a consequence of this term.
 - 3.6. The RENTER agrees to pay the RENTAL PROVIDER any excess amount or any additional premium charged by the RENTAL PROVIDER'S Insurance Company as a result of accidental breakage of glass, toilet bowls, and washing basins in the premises let where the damage has been caused by the RENTER, or by anyone on the premises let with the consent of RENTER.
 - 3.7. The RENTER shall indemnify the RENTAL PROVIDER for any loss or damage caused by failure to ensure that care is taken to avoid damaging the premises let by the RENTER or anyone on the premises let with the consent of the RENTER. Without limiting the generality of the foregoing, the RENTER shall indemnify the RENTAL PROVIDER for the cost of repairing ANY plumbing blockage caused by the negligence or misuse of the RENTER, or by anyone on the premises let with the consent of the RENTER.
 - 3.8. The RENTER shall indemnify the RENTAL PROVIDER against all liabilities in respect of injury or damage to any third person or the third party to the premises let arising from any conduct, act, or omission by the RENTER, or the RENTER'S servants, agents and/or invitees.
 - 3.9. The RENTER acknowledges that it is the RENTER'S responsibility upon the termination of the Agreement to deliver the keys of the premises let held by the RENTER to the AGENT'S office in person, and that rent on the premises let is payable until the keys are delivered.
 - 3.10. The RENTER will remain responsible for restoring any modifications made to the premises let and will be able to lodge a restoration bond to cover the future removal of the fixture or modifications. The RENTER acknowledges and agrees that any damages done to the premises let as a result of non-approved work or installation will be the responsibility of the RENTER and rectification works will be completed at RENTER'S cost.
 - 3.11. The RENTER must not grant a license or part with occupation of the premises let, or a part of the premises let to provide accommodation (*short stay*) for a fee or other benefit, without, in each instance, obtaining the RENTAL PROVIDER prior written consent which, if given, may be subject to reasonable conditions.
 - 3.12. The RENTER shall not do or allow anything to be done that will cause the shared service facilities to be obstructed, untidy, damaged, or used for any purpose other than for which they are intended.
 - 3.13. The RENTER shall deposit all rubbish including cartons and newspapers in a proper rubbish receptacle with a close-fitted-lid as required by the Health and Human Services Department or Local Council. Such rubbish receptacle shall be kept only in the place provided and placed out by the RENTER for collection by the Local Council or Health and Human Services Department and returned to its allotted place.
 - 3.14. The RENTER shall not hang any clothes outside the premises let other than where provision for the hanging of clothes has been provided.
 - 3.15. The RENTER shall not keep or use any portable kerosene heaters, all burning heaters, or heaters of a similar kind in the premises let.
 - 3.16. The RENTER acknowledges and agrees that there will be NO SMOKING inside the premises let during the term of the tenancy.
 - 3.17. The RENTER shall comply with any Acts, Regulations, Rules, or Direction of any Government, semi-Government, or statutory body.
 - 3.18. The RENTER acknowledges that no promise representations, warranties or undertakings have been given by the RENTAL PROVIDER or AGENT in relation to the suitability of the premises let for the RENTER'S purposes or in respect of the furnishings or fittings of the premises let other than as provided herein.

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- 3.19. The RENTER agrees to observe and be bound by the Articles of Association of the Service Company or the Rules of the Owners Corporation as specified in Schedule B (as the case may be) in so far as they relate to or affect the use, occupation, and enjoyment of the premises let and the common property provided that the RENTER shall not be required to contribute costs of a capital nature or which would, except for this provision, be payable by the RENTAL PROVIDER. The Standard Rules of the Sub-Division (Owners Corporation) Regulations, if not amended, apply to all Bodies Corporate/Owners Corporations.
- 3.20. The RENTER shall at the RENTER'S expenses replace all lighting tubes and globes to the premises let which become defective during the term of the tenancy unless the defect is proven to be caused by faulty wiring.
- 3.21. The RENTER agrees to pay the administration fee (*non-reimbursable*) as on clause 3.22 for the extra keys and to return all keys as given at the end of the tenancy in accordance with the clause 3.9.
- 3.22. The RENTER agrees to pay in advance the administration fee for any extra services that fall out of the standard services level of the AGENT for the amount of \$33 (included GST) per processing service that excluded of the RENTER'S transfer processing fee on the clause 3.45.
- 3.23. The RENTER agrees to maintain the garden area, to water trees and shrubs, to mow the lawn, and to remove all garden rubbish from the premises let in accordance with the water restrictions *if applicable to the premises let*.
- 3.24. The RENTER in the occupation of the premises let is changed during the term of the tenancy, the RENTER must as soon as practicable notify the RENTAL PROVIDER or AGENT in writing and comply with clause 2.13.
- 3.25. The RENTER assigns the tenancy or sub-let in contrary to clause 2.13, or the RENTER abandon the premises let, the RENTER may be required to reimburse the RENTAL PROVIDER'S letting expenses including:
- a) The pro-rata value of the letting fee, pay all the advertising costs incurred in obtaining a new RENTER and rental tenancy database reference check on new applicants;
 - b) Continue to pay rent in accordance with the Agreement until the commencement of the following tenancy or the expiry of the Agreement whichever first occurs; and
 - c) Leave the premises let in a clean as on clause 2.7 and undamaged state as on the Entry Condition Report.
- 3.26. The RENTER'S obligation to pay the RENTAL PROVIDER'S re-letting expenses is dependent upon the RENTAL PROVIDER taking reasonable steps to mitigate any loss arising from the RENTER default or due to the event on clause 3.24.
- 3.27. If the RENTER wishes to vacate the premises let at the expiration of this Agreement, the RENTER shall give the RENTAL PROVIDER or AGENT a written notice of the RENTER'S intention to vacate 28 days prior to the expiration of the Agreement.
- 3.28. If the RENTER remains in occupation of the premises let after the expiration of this Agreement and does not enter into a new fixed-term Agreement, the RENTER must give written notice of the RENTER'S intention to vacate the premises let specifying the termination date that is not earlier than 28 days after the day on which the RENTER gives notice.
- 3.29. The RENTER shall allow the RENTAL PROVIDER or AGENT to put on the premises let a notice 'to let' during the last month of the term of this Agreement. The RENTER shall also allow the RENTAL PROVIDER or the RENTAL PROVIDER'S AGENT to put on the premises let a notice 'for sale' or 'auction' at any time during the term of this Agreement and permit access to the premises let by the RENTAL PROVIDER or the RENTAL PROVIDER'S AGENT to present the premises let to prospective purchasers or RENTER upon 48 hours' notice or by Agreement with the RENTER and the RENTAL PROVIDER or the RENTAL PROVIDER'S AGENT.
- 3.30. The RENTER acknowledges that pursuant to Section 428 of the *Residential Tenancies Act 1997*, the BOND or any part of the BOND paid in respect of the premises CANNOT be used to pay rent. The RENTER further acknowledges that failure to abide by this section of the Act renders the RENTER liable to a penalty as stated on the Act.
- 3.31. The RENTER agrees not to carry out any mechanical repairs or spray painting of any motor vehicles, boats or motorcycles in or around the premises let including common property. The RENTER also agrees to be fully responsible for the removal of any motorcycle, car, or boat spare parts or bodies or any other equipment used; and to fully reinstate the premises let or the land or common property on which it is situated to their original condition forthwith.
- 3.32. The RENTER must:
- a) check or sight each smoke alarm detector in the premises let on a six-monthly basis to confirm that it is kept entirely operated. This activity is to ensure the safety of the RENTER and the security to the premises let as the duty of care; and
 - b) immediately notify the RENTAL PROVIDER/AGENT of any faulty smoke alarm detector and confirm this advice to the RENTAL PROVIDER/AGENT in writing on the same day.
- 3.33. The RENTER agrees that the person or persons who sign the Rental Agreement together with their dependent children are to be the ONLY occupants of the premises let.
- 3.34. The RENTER agrees:
- a) payments are to be made monthly in advance on or before the due date by *BPAY system* or any approved payment system by the AGENT.
 - b) rent will be paid up to **three (3)** days prior to the RENTER due date, as monies take three business days to clear into the trust account.

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- c) EXACT rent payments in full are to be tendered with the correct RENTER'S Reference as provided.
- d) if the RENTER fails to make a rent payment under the terms of this Agreement on the due date for payment and the RENTAL PROVIDER and/or the RENTAL PROVIDER'S AGENT incurs *fees and/or charges* as a consequence of that failure, the RENTER will reimburse the RENTAL PROVIDER and/or the RENTAL PROVIDER'S AGENT the full amount of those fees and/or charges on demand.
- 3.35. In accordance with the *Residential Tenancies Act 1997*, if the RENTER changes the locks at the premises, the RENTER agrees to provide a duplicate key to the AGENT immediately. The RENTER is responsible for the replacement of lost keys, remote controls, additional keys, and any locksmith charges where keys are lost or mislaid and comply with clause 2.11.
- 3.36. The RENTER hereby agrees to be responsible for all breakages at the premises let whether present or not at the time of the breakage, or to provide a police report where breakage is the result of theft or vandalism. This includes any glass broken or cracked during the tenancy due to negligence.
- 3.37. The RENTER agrees that the open fireplace(s) is/are NOT to be used as they are for ornamental purposes only.
- 3.38. The RENTER agrees to park only in the allocated area and shall abide by the car parking rules (if any) applicable to the premises let occupied. Parking on any lawn areas is NOT permitted.
- 3.39. The RENTER agrees that the only vehicle, caravan, trailer, boat, or other permitted to be on the premises let are those nominated on the Tenancy Application Form and that the RENTER will make a written application to the AGENT in the event that any increase is required.
- 3.40. The RENTER agrees to take all reasonable steps to ensure that the premises let are kept free from pests, including but not limited to: rats, mice, cockroaches, fleas, ticks, silverfish, and lice. If, after investigation, it is discovered that the infestation is due to the negligence of the RENTER, all costs incurred, including fumigation, will be payable by the RENTER.
- 3.41. Should the RENTER find it necessary to withdraw the Agreement prior to commencement date as specified in Schedule A, she/he will:
- a) immediately inform the Agent in writing of their intention within 48 hours (*two business days*) from the date of this Agreement;
 - b) reimburse the RENTAL PROVIDER all advertising costs incurred in obtaining a new RENTER; and
 - c) if the intention is lodged more than 48 hours (*two business days*) from the date of this Agreement, the RENTER agrees to pay a one-week rent fee for the opportunity cost of the RENTAL PROVIDER.
- 3.42. Should the RENTER find it necessary to vacate the premises let prior to the expiry date of the lease, she/he will:
- a) immediately inform their property manager in writing of their desire and ask them to find acceptable person/persons willing to lease the premises let;
 - b) reimburse the RENTAL PROVIDER the pro-rata value of the letting fee, pay all advertising costs incurred in obtaining a new RENTER, and rental tenancy database reference check on new applicants;
 - d) continue maintaining the said premises let, and pay rent in accordance with the lease until the commencement of the following tenancy or the expiry of the tenancy whichever first occurs; and
 - e) leave the premises let in a clean as on clause 2.7 and undamaged state as on the Entry Condition Report.
- 3.43. The RENTER hereby agrees to have all carpets professionally steamed or dry-cleaned on the termination of tenancy (*where carpets are steamed cleaned prior to commencement*) and will provide a receipt to the AGENT when returning keys. The RENTER hereby acknowledges that carpet cleaning will be claimed from the bond if a professional receipt is NOT provided.
- 3.44. The RENTER acknowledges that he/she is responsible for arranging private contents insurance (and or RENTER insurance), as the RENTAL PROVIDER/AGENT is not responsible for replacing or repairing damaged or stolen personal belongings. The insurance shall cover the liabilities as related to clause 3.6 and clause 3.32 accordingly.
- 3.45. The RENTER agrees to inform the agent in writing prior to any RENTER transfers and or changes taking place. The RENTER understands and agrees that each ingoing RENTER must complete an application form and supporting documents as required and must be approved by the RENTAL PROVIDER, prior to the RENTER transfer taking place. The *ingoing* and or *outgoing* RENTER agrees to pay in advance a fee of \$275 including GST or 0.55 weeks rent including GST, whichever greater (reimbursement of the RENTAL PROVIDER'S cost as stated in clause 2.13) once the RENTER transfer is approved. The RENTER further agrees to ensure all documentation formalising the RENTER transfer is submitted to the AGENT prior to finalisation of the transfer of tenancy.
The transfer will take in place until the new Agreement is binding and unconditional.
- 3.46. The RENTER acknowledges that ALL requests for maintenance to the premises let, with the exception of repairs defined by the *Residential Tenancies Act 1997* as 'urgent repairs' are required in writing to the AGENT address outlined in Schedule A.
- 3.47. No consent or waiver of any breach by the RENTER of the RENTER'S obligations under the *Residential Tenancies Act 1997* shall prevent the RENTAL PROVIDER from subsequently enforcing any of the provisions of this Agreement.
- 3.48. The RENTER acknowledges that the premises let are currently occupied or vacant; that vacant possession is subject to the occupant(s) leaving title premises in accordance with their Notice to Vacate.

**RESIDENTIAL TENANCIES ACT 1997
CONDITIONS OF AGREEMENT**

3.49. This Agreement may be amended only by an Agreement in writing signed by the RENTAL PROVIDER and the RENTER.

Please return the signed Residential Rental Agreement to:

**XYNERGY REALTY OAKLEIGH
19 Station St, Oakleigh VIC 3166**

**XYNERGY REALTY Residential Rental Agreement – Schedule A
Residential Tenancies Act 1997 – Section 26(1)
Residential Tenancies Regulations 2021 Regulation 10(1) – Schedule 1 Form 1**

RENTAL PROVIDER AGENT Name: **Wei Shi**
Name: **Xynergy Pty Ltd Trading as Xynergy Realty**
Business Address: **19 Station St, Oakleigh VIC 3166**
Telephone: **(03) 9017 5881**
Email: **rental.oakleigh@xynergy.com.au**
ABN: **92 429 507 215**

		Name	Email
RENTER(S)	RENTER 1	Sandro Spano	sandro.spano@hotmail.com
	RENTER 2	Donald John Pearce	dj.pearce@me.com

PREMISES LET by the RENTAL PROVIDER **1009/681 Chapel St
SOUTH YARRA, VIC, 3141**

LENGTH OF THE AGREEMENT:

Fixed Period - The period of the Agreement (The period of **6 months** Agreement)
Start date: **31/07/2022** End date: **30/01/2023**
(this is the date the agreement starts and you may move in)

Note: If a fixed term agreement ends and the renter and rental provider do not enter into a new fixed term agreement, and the renter continues to occupy the premises, a periodic (e.g., month by month) residential rental agreement will be formed.

RENT **\$2,585.00** Per Calendar Month (31/07/2022 – 30/09/2022)
\$2,803.00 Per Calendar Month (01/10/2022 – 30/01/2023)
Day rent is to be paid on the **End** of each month

BOND

The RENTER has been asked to pay the bond specified below. Unless the rent is greater than \$900 (per week), the maximum bond is one month's rent. In some cases, the RENTAL PROVIDER may ask the Victorian Civil and Administrative Tribunal (VCAT) to increase this limit. The RENTAL PROVIDER or their AGENT must lodge the bond with the Residential Tenancies Bond Authority (RTBA). The bond must be lodged within 10 business days after receiving payment. The RTBA will send the RENTER a receipt for the bond. If the RENTER does not receive a receipt within 15 business days from when they paid the bond, they may email the RTBA at rtba@justice.vic.gov.au OR call the RTBA on 1300 137 164.

Bond Amount: **\$2,585.00**
Date bond payment due: **PAID**

This Agreement is made under the Act. Before signing you must read *Clause 2 – Rights and Obligations* and *Clause 3 – Additional Terms* in this Agreement which outlines your right and obligations.

SIGNATURES
RENTAL PROVIDER


Sharon Angeline (Jul 7, 2022 09:53 GMT+10)

Jul 7, 2022

*Signature of AGENT
on behalf of the RENTAL PROVIDER*

Sharon Angeline
Name

Date

RENTER(S)


Sandro Spano (Jul 7, 2022 16:05 GMT+10)

Jul 7, 2022

Signature of RENTER 1

Sandro Spano
Name

Date



Jul 7, 2022

Signature of RENTER 2

Donald John Pearce
Name

Date

Additional Documents

1. [Owners Corporation Rules](#) (as the case may be)

Prepared on: 6 July 2022











PT1395_LR-31.07.22-30.01.23 - 1009 681 Chapel Street

Final Audit Report

2022-07-07


Created:	2022-07-06
By:	Xynergy Realty (rental.oakleigh@xynergy.com.au)
Status:	Signed
Transaction ID:	CBJCHBCAABAkstfIFg6F7f_VGPeWsmFXRNPMxMv4In8

"PT1395_LR-31.07.22-30.01.23 - 1009 681 Chapel Street" History

-  Document created by Xynergy Realty (rental.oakleigh@xynergy.com.au)
2022-07-06 - 7:07:07 AM GMT- IP address: 117.54.109.2
-  Document emailed to Sandy Berahim (pm2.oa@xynergy.com.au) for signature
2022-07-06 - 7:08:58 AM GMT
-  Email viewed by Sandy Berahim (pm2.oa@xynergy.com.au)
2022-07-06 - 11:54:12 PM GMT- IP address: 66.249.84.77
-  Signer Sandy Berahim changed full name at signing to Sharon Angeline
2022-07-06 - 11:55:11 PM GMT- IP address: 103.79.105.168
-  Document e-signed by Sharon Angeline (pm2.oa@xynergy.com.au)
Signature Date: 2022-07-06 - 11:55:13 PM GMT - Time Source: server- IP address: 103.79.105.168
-  Document emailed to sandro.spano@hotmail.com for signature
2022-07-06 - 11:55:15 PM GMT
-  Email viewed by sandro.spano@hotmail.com
2022-07-07 - 5:48:55 AM GMT- IP address: 66.249.84.77
-  Document e-signed by Sandro Spano (sandro.spano@hotmail.com)
Signature Date: 2022-07-07 - 6:05:00 AM GMT - Time Source: server- IP address: 122.199.59.37
-  Document emailed to DJ Pearce (dj.pearce@me.com) for signature
2022-07-07 - 6:05:03 AM GMT
-  Email viewed by DJ Pearce (dj.pearce@me.com)
2022-07-07 - 6:05:19 AM GMT- IP address: 66.249.84.77

 Document e-signed by DJ Pearce (dj.pearce@me.com)

Signature Date: 2022-07-07 - 6:20:46 AM GMT - Time Source: server- IP address: 122.199.59.37

 Agreement completed.

2022-07-07 - 6:20:46 AM GMT