

MUTUAL AGREEMENT ON ROOM LEASE AND RENTAL CONTRACT

1. THIS AGREEMENT is made on the date specified in item 1 in the schedule hereto BETWEEN the PRIMARY whose name and address is specified in item 2 in the schedule and the TENANT whose name and address is specified in item 4 in the schedule.

PREMISES AND RENT

The PRIMARY lets to the TENANT the PREMISES specified in item 5 in the schedule together with those items indicated in the schedule, for which the RENTAL shall be the amount specified in item 6 in the schedule commencing on the date specified in item 7 in the schedule and payable by the TENANT to the party specified in item 8 in the schedule.

BOND

The TENANT shall pay a BOND of the amount specified in item 9 of the Schedule to the PRIMARY and/or LANDLORD on or before the signing of this Agreement.

The BOND would then be returned upon final inspection and ALL criteria in this AGREEMENT are met. This includes the COMMITTED PERIOD, CONDITION of INDIVIDUAL ROOMS, COMMON AREA in the property and COMMON AREA within the COMPOUND.

FIXED TERM TENANCY

The term of this Agreement shall be as specified in item 11 in the schedule COMMENCING on the date specified in item 7 in the schedule and ENDING on the date specified in item 13 in the schedule and unless either party terminate this Agreement in accordance with the provisions of the Residential Tenancies Act, 1997 this Agreement shall hereafter continue as a periodic tenancy.

OR

PERIODIC TENANCY

This Agreement shall commence on the date specified in item 14 in the schedule and continue until terminated in accordance with the Residential Tenancies Act 1997.

2. CONDITION OF THE PREMISES

The LANDLORD shall make sure that the premises are maintained in a good repair.

3. DAMAGE TO THE PREMISES

- (a) The TENANT shall make sure that care is taken to avoid damaging the premises.
- (b) The TENANT shall give notice to the PRIMARY and/or LANDLORD of any damage to the premises as soon as the TENANT becomes aware of the damage.

4. CLEANLINESS OF THE PREMISES

- (a) The PRIMARY/LANDLORD shall make sure that the premises are in a reasonable clean condition on the day on which it is agreed that the TENANT shall enter into occupation of the premises.
- (b) The TENANT shall keep the premises in a reasonably clean condition during the period of the Agreement.

5. USE OF PREMISES

- (a) The TENANT shall not use or allow the premises to be used for any illegal purpose.
- (b) The TENANT shall not use or allow the premises to be used in such a manner as to cause a nuisance.

6. QUIET ENJOYMENT

The LANDLORD shall take all reasonable steps to make sure that the TENANT has quiet enjoyment of the premises.

7. RESIDENTIAL TENANCIES ACT 1997

Both parties to this Agreement shall comply with the provisions of the Residential Tenancies Act 1997 as they apply to each party.

Note: Reference should be made to the Residential Tenancies Act 1997 for further rights and duties.

ADDITIONAL TERMS

Additional Terms which do not take away the rights and duties included in the Residential Tenancies Act 1997 are set out herein.

- 8. The TENANT shall pay all charges in respect of the supply and use of electricity, gas, oil and the connection and use of telephone and cable television service.
- 9. The TENANT shall not do or allow anything to be done which would invalidate any insurance policy on the premises or increase the premium and the TENANT shall pay to the PRIMARY/LANDLORD all increased premiums and all other increased premiums and all other expenses incurred as a consequence of any breach of this term. The TENANT further acknowledges that the LANDLORD'S insurance DOES NOT cover the contents of the TENANT and the TENANT hereby indemnifies the PRIMARY/LANDLORD for any loss or damages suffered by the TENANT as a result of loss or damage to the TENANT'S furniture, fittings, personal items, etc.
- 10. The TENANT agrees to pay for all glass, toilet bowls and wash basins broken or cracked during the term of the tenancy and hereby authorizes the Agent to arrange the repairs/replacement at the TENANT'S expense should the damage be caused by the TENANT or anyone on the premises with the consent of the TENANT.
- 11. The TENANT shall indemnify the PRIMARY/LANDLORD for any loss or damages caused by failure to ensure that care is taken to avoid damaging the rented premises by the TENANT or anyone on the premises with the consent of the TENANT without limiting the generality of the foregoing, the TENANT shall indemnify the PRIMARY/LANDLORD for the cost of repairs to plumbing blockages caused by the negligence or misuse of the TENANT.
- 12. The TENANT shall notify the PRIMARY/LANDLORD immediately upon becoming aware of any defects in the premises or any other matter which may give rise to a liability pursuant to the Occupiers Liability Act 1983.
- 13. The TENANT shall indemnify the PRIMARY/LANDLORD against all liability in respect of injury or damages to any third person or third party property arising from any conduct, act or omission by the TENANT or the TENANT'S servants, Agents and/or invites.

14. The TENANT shall not paint or affix any sign or any antenna onto the premises or affix any nails, or fastenings of any kind whatsoever to the property without the prior consent of the LANDLORD. This includes adhesive tapes, blue tak, adhesive hooks etc. Should the walls require re-painting as a result of failure to comply, the TENANT hereby agrees to pay the re-painting costs.
15. The TENANT acknowledges that it is the TENANT'S responsibility upon the termination of the agreement to deliver the keys to the premises to the PRIMARY and continue paying rent until such time as the keys are delivered.
16. The TENANT shall not use the premises for any purpose other than for residential purposes without the written consent of the LANDLORD.
17. The TENANT shall not do or allow to be done anything that will cause the shared services facilities to become obstructed, untidy, damaged or used for any purpose other than for which they are intended.
18. It is specifically agreed that NO ANIMALS are to be kept on the property AT ANY TIME.
19. The TENANT shall deposit all rubbish including cartons and newspapers in a proper rubbish receptacle with a close fitting lid as required by the Health Department or Local Council or as instructed by the Body Corporate. Such rubbish receptacle shall be kept only in the place provided and placed out by the TENANT for collection by the Local Council or Health Department and returned to its allotted place. The TENANT acknowledges responsibility for the removal of any non-collectable rubbish.
20. The TENANT shall not hang any clothes outside the premises other than where provisions for the hanging of clothes (if any) has been provided.
21. The TENANT shall not keep or use in the premises any portable kerosene heaters, oil burning heaters or a similar kind.
22. The TENANT shall comply with any Act, Regulation, Rule or direction of any Government, Semi Government or Statutory Body.
23. The TENANT shall allow the PRIMARY/LANDLORD to put the premises a notice or notices "to let" during the last (14) fourteen days of the term of this agreement. The TENANT shall also allow the PRIMARY/LANDLORD to put on the premises a notice or notices "for sale" or "auction" at any time during the term of this Agreement and permit access to the premises by the PRIMARY/LANDLORD or his AGENT to present the property to prospective purchasers or TENANTS upon 24 hours' notice or by Agreement with the TENANT and the PRIMARY or the LANDLORD or the LANDLORD'S AGENT.
24. The TENANT Acknowledges that no promises, representations, warranties or undertakings have been given by the PRIMARY/LANDLORD in relation to the suitability of the premises for the TENANT'S purpose or in respect of the furnishing, fittings or appurtenances of the premises otherwise than as provided herein.
25. No consent or waiver of any breach by the TENANT of the TENANT'S obligations under the Residential Tenancies Act 1997 shall prevent the PRIMARY/LANDLORD from subsequently enforcing any of the provisions of this Agreement.
26. The TENANT, as well as the TENANT'S servants, agents and /or invites agrees to observe and be bound by the Rules of the Body Corporate in so far as they relate to or affect the use, occupation and enjoyment of the premises and the common property provided that the TENANT shall not be required to contribute costs of a capital nature or which would except for this provision to be payable by the LANDLORD.

27. In accordance with the provisions of Section 44 of the Residential Tenancies Act 1997, the TENANT hereby acknowledges and agrees to the rental increases, if any, specified in ITEM 6 in the schedule contained herein. In the absence of a Fixed Term and/or at the expiration of the Fixed Term, the TENANT further acknowledges that the PRIMARY/LANDLORD may from time to time and at any time at intervals of not less than 90days, increase the rent by giving the TENANT at least 90 days' notice of the increase.
28. This Agreement may be amended only by an Agreement in writing signed by the PRIMARY and the TENANT.
29. The TENANT shall at the TENANT'S expense replace all lighting tubes and globs to the premises which become defective during the term of the tenancy unless the defect is proved to be caused by faulty wiring.
30. The TENANT agrees to maintain the garden area, where applicable, to water trees and shrubs, to mow the lawn and to remove all garden rubbish from the property during the term of the tenancy. If after giving the TENANT 14 days notice to rectify the garden the TENANT fails to do so, the LANDLORD may make application to the Victorian Civil & Administrative Tribunal have the cost of restoring the garden paid for by the TENANT.
31. The TENANT agrees that the PRIMARY/LANDLORD may clear, at the TENANT'S expense all blockages to the sewer fittings or drains which may occur from time to time during the term of the tenancy (other than through natural uses or fair wear and tear) caused by the negligence or misuse of the TENANT.
32. The TENANT acknowledges responsibility for the payment of all fees and charges relating to water supplied to the premises during the term of TENANTS occupation.
33. The TENANT acknowledges the responsibility and expense to arrange for all carpets to be professionally steam cleaned to the satisfaction of the PRIMARY or LANDLORD prior to the vacation of the premises.
34. The TENANT or visitors must not park vehicles on the nature strip, lawn or any area not specifically designated to the TENANT for such purpose.
35. The TENANT is responsible for the cost of removing vermin, ants, insects etc. from the property if they appear during the term of the tenancy.
36. In the event of a rental cheque being returned unpaid or having to be re-presented, the TENANT agrees to pay any bank fees and that all future rental payments will be made only by CASH, EFT or BANK CHEQUE.
37. The tenant shall clean any oil spilled onto the concrete for the car space allocated. The TENANT agrees not to carry out any mechanical repairs or spray painting of any motor vehicles, boats or motor cycles in or around the property. The TENANT also agrees to be fully responsible for the removal of any motor cycle, car, or boat spare parts or bodies or any other equipment used and to fully reinstate the premises or the land on which it is situated to their condition at the commencement of the tenancy allowing fair wear and tear.
38. The TENANT acknowledges receipt of two copies of the Condition Report in the prescribed form signed by or on behalf of the LANDLORD pursuant to Section 35 (1) of the Residential Tenancies Act 1997.

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39. If the tenant wishes to vacate the premises at the expiration of this agreement the TENANT shall give the PRIMARY/LANDLORD written notice of the TENANTS 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 the 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 which the TENANT gives notice.
40. If the tenant remains in occupation of the premises after the expiration of the term of the Agreement without objection by the PRIMARY/LANDLORD then the TENANT remains as a TENANT from month to month under the same terms and conditions subject however to any written rental increase by the PRIMARY/LANDLORD and such tenancy may be determined by the TENANT upon expiration of 28 days' notice in writing given to the PRIMARY/LANDLORD at any time and delivering up of vacant possession.
41. Should the TENANT find it essential to vacate the premises before the expiry date of the Agreement, the TENANT undertakes to:
- (a) Immediately inform the PRIMARY of the intention to vacate and request that the PRIMARY find a suitable replacement TENANT to whom the lease can be assigned or who will execute a new lease.
 - (b) Continue living in the premises and paying rent in accordance with the Agreement until the commencement of the following tenancy.
 - (c) The TENANT must pay the PRIMARY Scale of Letting Fee commission as follows.
 - (i) if fixed term remaining is 6 (six) months or more - Letting Fee equal to 2 (two) week's rental.
 - (ii) if fixed term remaining is less than 6 (six) months - Letting Fee equal to 1 (one) week's rental.
 - (iii) Any GST on Letting Fee Under A New Tax System (goods and services) Tax Act 1999.
 - (d) If the TENANT must vacate the premises prior to a suitable replacement TENANT being found, the TENANT must continue paying rent until the premises are re-let or the Agreement expires, whichever occurs first.
 - (e) The TENANT agrees to pay all advertising costs incurred in relation to the re-letting of the premises and plus any GST.
 - (f) The TENANT agrees to leave the premises in a clean and undamaged state.
42. The TENANT acknowledges that pursuant to Section 428 of the Residential Tenancies Act 1997, the TENANT shall not refuse to pay rent on the ground that the TENANT intends to regard as rent paid by the TENANT, the Bond or any part of the Bond paid in respect of the premises. The TENANT acknowledges that failure to abide by this section of the Act renders the TENANT liable to a penalty of \$1000.
43. The TENANT must not use any car parking space for any purpose other than for the parking of a motor vehicle, motor cycle, bicycle or boat unless approved by the Body Corporate.
44. The TENANT acknowledges that they have been given a copy of the Body Corporate Rules and have read and fully understand it. The TENANT further acknowledges that pursuant to Section 60.(2)(b) and Section 61.(2) of the Residential Tenancies Act 1997, that the TENANT must take reasonable care to avoid damaging the common areas permitting their servants, agents and/or invites to use the common areas in any manner that causes an interference with the reasonable peace, comfort or privacy of any occupier of neighboring premises.
45. The TENANT agrees not to store, place, keep or use any appliance, including but not limited to refrigerators, washing machines, freezers or dishwashers in or on any area of the premises save and except wet (tiled) floor areas within the premises.

46. CONNECTION FEES- CABLE TELEVISION- TELEPHONE AND TELECOMMUNICATIONS.

The TENANT acknowledges that the PRIMARY/LANDLORD is not responsible for any disconnection if it is resulting by the tenant failing to pay their share of the bills as per stated in **clause #49** for and therefore the TENANT must pay for the following:

- (i) any connection fees or other fees of any nature whatsoever charged by cable or digital television service provider in respect to cable or digital television service provided to the property.

And

(ii) any connection fee or charges of whatsoever nature and kind including any network connection fees or property connection charges or fees that may be charged by any telecommunications service provider in respect to the connection and supply of an internet service, telephone service or any other telecommunications service/s to the Property.

47. In the event that the tenant fights with the other sharing housemates, create disturbance in the household and/or provoking a fight between the housemates; a NOTICE TO VACATE WILL BE SERVED and the tenant will be asked to leave within the given time period given. On serious offences and/or criminally chargeable offences, the tenant will be asked to vacate the place IMMEDIATELY.

48. The TENANT is entering into a **SHARE HOUSE ARRANGEMENT**. The Residential Tenancy Act defines a 'Rooming House' to be 4 or more people sharing a room, thus, this agreement DOES NOT fall under the 'Rooming house' category.

49. **Bill Arrangement** : As this is a SHARE HOUSE ARRANGEMENT and is NOT considered as a Rooming House arrangement, the TENANT has **AGREED TO SHARE ALL BILLS** divided **EQUALLY AMONGST THE TOTAL NUMBER OF HOUSEMATES**. This includes TELEPHONE BILL, ELECTRICITY BILL, WATER BILL, INTERNET and any other services in which the housemate chooses to connect. Should the service gets disconnected due to late payment, the responsibility lies on ALL housemates to pay the reconnection fee. The TENANT acknowledges being notified about this and **AGREES to enter into the BILL SHARING ARRANGEMENT**.

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50. All house rules to be followed including CLEANING ALLOCATION TASK, BROADBAND SHARING LIMITS, RUBBISH DISPOSAL TASK and other house rules that is set and put on the fridge. The TENANT **ACCEPTS AND AGREES TO ABIDE TO ALL HOUSE RULES**.

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51. The TENANT acknowledges being informed and **AGREES** to the condition that **THERE IS TO BE NO SHARING OF THE ROOM RENTED**. **ADDITIONAL COST OF \$90PCM APPLIES IF TENANT FOUND TO BE SHARING HIS/HER ROOM**.

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52. The TENANT acknowledges being informed that this is a sharing house arrangement. **The TENANT will have exclusive use of the rented room ONLY**. The TENANT have NO RIGHTS to enter, use or intrude any other room in the house. However, the TENANT will have equal entitlement and the quite enjoyment of the common area.

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53. The TENANT Agrees/Disagree to pay \$10extra per month to use the ADSL INTERNET. Each room will have a total of 5Gb per month to use. Current internet is on a Capped 18Gb ADSL 1.5Mbps plan. The tenant acknowledge being informed that the landlord is NOT responsible for the over usage of other tenants or if the internet is down due to unforeseen circumstances.

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54. The TENANT understands and agrees to the house rules.

- Visiting hours is between 8.30am to 9.30pm only. All visitors must not stay overnight prior to obtaining permission from the Primary/Landlord.
- Cleaning task as per schedule provided on the fridge is to be followed

1. INITIAL HERE :

- All noisy activities, entertaining, music, etc is not permitted between 9.30pm to 8.30am

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55. SMOKE DETECTORS

The TENANT must:

- check each smoke detector in the premises weekly to confirm that it is kept fully operational. These checks are to ensure safety of the tenant and security of the premises.
- Replace the battery in each smoke detector on or about 1st January each year (or earlier if it becomes necessary.)
- Immediately notify the PRIMARY/LANDLORD of any faulty smoke detector (and confirm this advice to the Agent in writing the same day.)

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56. HEATERS AND OTHER FIRE HAZOURDOUS EQUIPMENTS

The TENANT must not:

- Use any heater that may potentially be a fire hazard to the rental premises. Fan heaters, and exposed convection heaters are therefore NOT permitted in the room and house. Exposed naked flame, blow torch and any other such heating devices are NOT permitted in the room and house. Only column heater is allowed in the house.
- Iron, hair dryers and other heat generating equipments must be used with care and be switched off immediately after use.

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57. SMOKING

The TENANT must not smoke indoor, smoking is only permitted outside or in the balcony (where available)

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VERY IMPORTANT CONDITIONS IN YOUR LEASE

(This page is ONLY highlights of your residential contract, this page should be read and use TOGETHER with your SIGNED residential contract)

NOTE:

If you break ANY of these conditions, ADDITIONAL CHARGES, FEES and PENALTIES WILL APPLY!!!

1. **RENTAL is to be paid on 1st of each month** in advance **ON-TIME**. **NO DELAY** or **NO EXCUSES** would be accepted.
2. **All BILLS are SHARED** amongst the housemates. The bills might include but not limited to Electricity, Water, Gas, Phone and Broadband Internet. **Bills are to be PAID ON TIME**. Unless specified previously that the bills is free.
3. **This is a SHARE APARTMENT arrangement**, meaning that the rent you pay is for **PER ROOM ONLY** basis. You will then share the common area with the other housemates. You have **NO RIGHTS to use and/or over any other rooms** other than your own rented room.
4. **SHARING OF ROOM is NOT ALLOWED at ALL TIMES**, unless agreed upon before signing of contract. **Additional FEES AND CHARGES WILL APPLY** if found that there is additional person sharing in your room without obtaining prior permission. All liabilities, bills, charges and damages caused by your guest would be YOUR LIABILITIES and RESPONSIBILITIES.
5. If your **contract is ENTERED** and **APPROVED IN WRITING** where by you are **sharing** the room with another person, **YOU WILL BE HELD RESPONSIBLE** for all **liabilities, rentals, bills, charges, and any damages** incurred by **you AND your sharing roommate**.
6. **Household cleanliness** in the common area is **ALL HOUSEMATE'S responsibility** and **YOU ARE EXPECTED TO CLEAN UP AFTER YOURSELF** and **perform the monthly allocated cleaning task**. NOTE: that additional CLEANING CHARGES will be passed on to you if the place is not maintained in a clean condition.
7. You are to **OBLIGATED TO FULFILL YOUR AGREED PERIOD (3, 6 OR 12 MONTHS)** in your contract and **PROVIDE US WITH 28DAYS NOTICE ON A SET/FIRM DATE BEFORE** you vacate the room. NOTE: **ADDITIONAL CHARGES AND FEES APPLY** should you fail to fulfil these requirements.