

RENT

The rent payable is \$_____ per week / fortnight / month (indicate which period).

Rent is to be paid on _____ day of each week / fortnight / month (indicate which period).

Method of Payment: Cash Direct Bank Transfer Cheque Other: (specify below)

Cash

Place where rent is to be paid:

Direct Bank Transfer—lessor’s account details

BSB number: Account number:

Account name:

Bank / Building Society / Credit Union name:

Payment reference:

Cheque

Cheque payable to:

Other (specify details below)

RENT INCREASES (optional)

Rent can only be increased if the agreement allows for increases. 30 days written notice must be given for any increase. Rent may only be increased at least 6 months after the agreement commences, and may only be subsequently increased once every 6 months - s 41 of the Residential Tenancies Act 2013.

When rent is to be increased:

Amount of increased rent:

or

Method for calculating increased rent:

OTHER CHARGES (e.g. utilities and services)

The tenant is only responsible for charges that are specified in this agreement—utilities must either be separately metered or the agreement must state a method for calculating the amount payable by the tenant – s 118 of the Residential Tenancies Act 2013.

The tenant responsible for

Electricity	Yes / No	Separately metered	Yes / No
Gas	Yes / No	Separately metered	Yes / No
Water	Yes / No	Separately metered	Yes / No
Telephone/Internet Charges	Yes / No	Separately metered	Yes / No
Other (please specify)			

Method of calculating amount payable by tenant for service:

Method of Payment:

DURATION of TENANCY (fixed term or periodic tenancy)

This agreement is: 1. For a fixed term OR 2. A periodic tenancy (indicate which option)

Fixed Term

The tenancy consists of:

1. a fixed term from:
Commencing date (inclusive):
 To
 Finishing date (inclusive):

and

2. a periodic tenancy commencing automatically from the end of the fixed term unless terminated in accordance in accordance with the *Residential Tenancies Act 2013*.

Periodic Tenancy

The agreement commences on (insert date) and continues on a periodic basis until terminated by the lessor or tenant in accordance with the *Residential Tenancies Act 1997*.

BOND

The amount of the bond is: \$

The bond cannot be more than an amount equivalent to 4 weeks' rent.

The lessor understands that the bond is held in trust for the tenant. The landlord must deposit the bond with into a bank account as soon as practicable. The lessor must give the tenant a receipt for the bond and must supply the tenant with the account details if requested – ss 31 and 32 of the *Residential Tenancies Act 2013*.

ADDRESS for SERVICE of DOCUMENTS

Lessor

Notices or any other documents can be delivered in person or by post to the lessor at:

- The address of the lessor listed above, or
- The address of the lessor's agent listed above:
- Other address (please specify):

Lessor's Agent

Notices or any other documents can be delivered in person or by post to the lessor's agent at:

- The address of the lessor's agent listed above, or
- Other address (please specify):

Personal Service of Termination Notice

A Termination Notice must be served by:

- Serving the Termination Notice personally upon the tenant(s), or
- Sending the Termination Notice by pre-paid post to the last known residence of the tenant(s) or to the address listed above.

SUB-LETTING

The tenant may only sublet the premises with the prior consent of the lessor. Consent can be given at any time in writing.

Consent of the lessor for the tenant to sublet the premises: Yes / No

STANDARD RESIDENTIAL TENANCY TERMS

1. Compliance with Act

The landlord and the tenant must comply with the provisions of the Act.

2. Period of tenancy and payment of rent

(1) Subject to the Act, the tenancy to which this agreement relates is:

- (a) if the landlord and the tenant agreed to a tenancy for a fixed term – a tenancy for the term agreed to; or
- (b) if the landlord and the tenant intended that the tenancy be other than for a fixed term – a periodic tenancy.

(2) The tenant must pay, before each rental payment period in respect of the premises to which this agreement relates, the amount of rent, if any, agreed at the beginning of the tenancy between the landlord

and the tenant to be payable in respect of the rental payment period.

(3) The tenant must pay the rent, if any, in the manner, and at the place, agreed between the landlord and the tenant.

3. Vacant possession etc.

- (1) The tenant is entitled to vacant possession of the premises on and from the day the tenancy begins.
- (2) Subclause (1) does not apply in relation to a part of the premises in respect of which a right to exclusive possession is not given under this agreement.
- (3) There is no legal impediment to the tenant's occupation of the premises as a place of residence for the period of the tenancy that the landlord knew of, or ought to have known of, when entering this agreement.

4. Quiet enjoyment

(1) The tenant is entitled to quiet enjoyment of the premises without interruption by the landlord or a person claiming under the landlord or with superior title to the landlord's title.

(2) The landlord will not cause an interference with the reasonable peace or privacy of the tenant in the tenant's use of the premises.

5. Entry only permitted in accordance with Act

The landlord may only enter the premises or ancillary property in accordance with the provisions of the Act.

6. Landlord's duties in relation to condition of premises

The landlord must ensure that the premises and ancillary property:

- (a) are habitable;
- (b) meet all health and safety requirements specified under an Act that apply to residential premises of the ancillary property; and
- (c) are reasonably clean when the tenant enters into occupation of the premises.

7. Tenant's duties in relation to condition of premises

(1) The tenant will not maintain the premises and ancillary property in an unreasonably dirty condition, allowing for reasonable wear and tear.

(2) The tenant must notify the landlord of any damage or apparent potential damage to the premises or ancillary property, other than damage of a negligible kind.

(3) The tenant must not intentionally or negligently cause or permit damage to the premises or ancillary property.

(4) If the premises are a unit within the meaning of the [Unit Titles Act](#) or [Unit Title Schemes Act](#), the tenant must not intentionally or negligently cause or permit damage to the common property within the meaning of that Act.

8. Alteration of premises or ancillary property

(1) The tenant must not, without the landlord's written consent or otherwise than in accordance with the Act, make an alteration or addition to the premises or ancillary property.

(2) The tenant may remove a fixture affixed to the premises by the tenant unless its removal would cause damage to the premises or ancillary property.

(3) If the tenant causes damage to the premises or ancillary property by removing or installing a fixture, the tenant must:

- (a) notify the landlord; and
- (b) at the option of the landlord, have the damage repaired or compensate the landlord for the reasonable cost of repairing the damage.

9. Landlord's obligation to repair

(1) Subject to the provisions of Part 7 of the Act, the landlord must ensure that the premises and ancillary property are in a reasonable state of repair when the tenant enters into occupation of the premises.

(2) Subject to the provisions of Part 7 of the Act, the landlord must maintain the premises and ancillary property in a reasonable state of repair, having regard to their age, character and prospective life.

10. Tenant to notify landlord if repairs required

(1) Subject to the provisions of Part 7 of the Act, if the premises or ancillary property require repair or maintenance, other than repair or maintenance of a negligible kind, the tenant is, as soon as reasonably practicable after becoming aware of the need for the repairs or maintenance, to notify the landlord orally or in writing of the requirement.

(2) For the purposes of subclause (1), "ancillary property" includes gardening or watering equipment or other chattels provided in relation to a garden but does not include vegetation, other than a tree that poses a risk to a person's safety.

11. Tenant's responsibilities at end of tenancy

At the end of the tenancy, the tenant must give the premises and ancillary property back to the landlord:

- (a) in a reasonable state of repair; and
- (b) in a reasonably clean condition, allowing for reasonable wear and tear.

12. Landlord's duties in relation to security of premises

(1) The landlord will take reasonable steps to provide and maintain the locks and other security devices that are necessary to ensure the premises and ancillary property are reasonably secure.

(2) The landlord must not:

- (a) alter or remove a lock or security device on the premises or ancillary property; or
- (b) add a lock or security device to the premises or ancillary property,

without the consent of the tenant.

(3) If the landlord:

- (a) alters a lock or security device on the premises or ancillary property; or
- (b) adds a lock or security device to the premises or ancillary property,

without the consent of the tenant, the landlord will provide to the tenant a key to the lock or security device as soon as practicable after the alteration or the addition, unless the tenant consents to the landlord doing otherwise.

13. Tenant's duties in relation to security of premises

(1) The tenant will not, without reasonable excuse:

- (a) alter or remove a lock or security device on the premises or ancillary property; or
- (b) add a lock or security device to the premises or ancillary property,

without the consent of the landlord.

(2) If the tenant:

- (a) alters a lock or security device on the premises or ancillary property; or
- (b) adds a lock or security device to the premises or ancillary property,

without the consent of the landlord, the tenant will provide a key to the lock or security device as soon as practicable after the alteration or the addition, unless the landlord consents to the tenant doing otherwise.

14. Tenant to notify if premises to be vacant for more than 30 days

The tenant must notify the landlord before the premises are left unoccupied for more than 30 days.

15. Use of premises and ancillary property

(1) The tenant must not use the premises or ancillary property, or cause the premises or ancillary property to be used, for an illegal purpose.

(2) The tenant must not cause or permit a nuisance on the premises, ancillary property or on land adjacent to or opposite the premises.

(3) The tenant must not cause or permit ongoing or repeated interference with the reasonable peace or privacy of another person in the other person's use of premises or land in the immediate vicinity of the premises.

16. Assignment or subletting of premises

(1) Subject to the provisions of Part 7 of the Act, the tenant may assign the tenant's interest in this agreement or sublet the premises to a person with the oral or written consent of the person.

(2) The tenant must not assign the tenant's interest in this agreement or sublet the premises unless:

(a) the landlord gives his or her written consent; or

(b) the landlord is to be taken under section 79 of the Act to have consented to the assignment

(3) This clause does not apply to a tenancy under the [Housing Act](#).

17. Vicarious liability of tenant

If a person (other than a co-tenant) who, while on the premises with the consent of the tenant, performs or omits to perform an act that, if it had been an act or omission of the tenant, would have been a breach of this agreement, the tenant is responsible under this agreement for the act or omission for the purposes of the Act.

18. Tenant not to give false information

The tenant must not give the landlord:

(a) information about the tenant's identity that is material to the landlord's decision to enter into this agreement and that is, to the knowledge of the tenant, false; or

(b) any other information, required by or under the Act to be given in relation to this agreement, that is, to the knowledge of the tenant, false.

SPECIAL TERMS

List any additional terms negotiated by the lessor and tenant(s) here:

Additional terms must not be inconsistent with the standard terms or attempt to exclude the standard terms. Any inconsistent additional terms are void.

Additional Terms:

-
-
-
-
-

SIGNATURES

Date of Agreement—this agreement is made on: / / 20

Lessor's Signature _____ Date _____

Witness to Lessor's Signature _____

Tenant 1 Signature _____ Date _____

Witness to Tenant 1 Signature _____

Tenant 2 Signature _____ Date _____

Witness to Tenant 2 Signature _____

Tenant 3 Signature _____ Date _____

Witness to Tenant 3 Signature _____

Tenant 4 Signature _____ Date _____

Witness to Tenant 4 Signature _____