

## Residential Tenancy Agreement NT

It is agreed that the owner grants to the tenant for value a right of occupation of the premises for use as a residence by the tenant in accordance with the Residential Tenancy Act.

Date this agreement is made

## Between

**LANDLORD(S)**

Name of Landlord 1

ACN (if applicable)

Name of Landlord 2

ACN (if applicable)

Address for service to the Landlord

Postcode:

Telephone number

Email Address

**TENANT(S)**

Name of Tenant 1

Name of Tenant 2

Name of Tenant 3

Name of Tenant 4

Address for service of documents

Telephone number

Email Address

Approved Occupants

  

Full Names of Children or Adults not listed above

## The Premises

Address of rented premises

	Postcode:
--	-----------

Inclusions

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Insert inclusions, for example a common parking space or furniture provided. Also attach a separate list if necessary.

## Rent

Rent Amount

\$	per week	<input type="checkbox"/>	Fortnight	<input type="checkbox"/>	Month	<input type="checkbox"/>
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Rent must be paid in advance on the

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Insert day of week or date

of each

--

Insert week, fortnight or month

Method and Place of Rent Payments


Insert how rent is payable

## Fixed Term

Commencing on the

/ /
-----

Commencement date. (Inclusive)



Expiring on

/ /
-----

Fixed term expiry date

After the final day of the fixed term tenancy, if either party has not given notice to end the tenancy agreement, the agreement continues to apply to the premises on the same terms but as a Periodic Tenancy.

## Security Deposit

Bond Amount

\$
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Not more than 4 weeks rent

If there is more than one Tenant and they do not contribute equally to the Security Deposit, the amounts they each contribute must be listed here.

Name of Tenant 1

--

Bond Amount

\$
----

Name of Tenant 2

--

Bond Amount

\$
----

Name of Tenant 3

--

Bond Amount

\$
----

Name of Tenant 4

--

Bond Amount

\$
----

If there is any change to the people comprising the Tenant, it is the Tenant's responsibility to notify the Landlord in writing. A Failure to do so will mean that the Security Deposit will be refunded to the names shown in this Agreement.

All parties comprising the Tenant are responsible for any debt to be taken from the Security Deposit regardless of their shares in the Security Deposit.

## Pets

Are pets approved to stay at the property  Yes  No

If yes, what are the types and number of pets that may be kept at the property

Type


Number


## Nominated Repairers

Electrical repairs

--

Telephone

--

Plumbing repairs

--

Telephone

--

General maintenance repairs

--

Telephone

--

Insert Name and Telephone number for each

## Services

The services supplied to the premises for which the tenant must pay:

- |                                          |                                              |  |
|------------------------------------------|----------------------------------------------|--|
| <input type="checkbox"/> Water           | <input type="checkbox"/> Gas                 |  |
| <input type="checkbox"/> Electricity     | <input type="checkbox"/> Telephone           |  |
| <input type="checkbox"/> Other Service ▷ | <table border="1"><tr><td></td></tr></table> |  |
|                                          |                                              |  |

If the premises are not individually metered for a service, what is the apportionment of the cost of the service for which the tenant must pay:

- |                 |                                              |  |
|-----------------|----------------------------------------------|--|
| Electricity ▷   | <table border="1"><tr><td></td></tr></table> |  |
|                 |                                              |  |
| Gas ▷           | <table border="1"><tr><td></td></tr></table> |  |
|                 |                                              |  |
| Telephone ▷     | <table border="1"><tr><td></td></tr></table> |  |
|                 |                                              |  |
| Other Service ▷ | <table border="1"><tr><td></td></tr></table> |  |
|                 |                                              |  |

Eg. A percentage of the cost of service

## Terms

The definition and interpretation of words used in this Residential Tenancy Agreement are as set out in the Residential Tenancies Act

### **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. Use of premises and ancillary property**

- (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.

## **19. Governing Law**

This Agreement is governed by the laws of the Northern Territory. Each party submits to the jurisdiction of courts exercising jurisdiction in the Northern Territory in connection with all matters concerning this Agreement.

