

## Residential Tenancy Agreement TAS

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

#### OWNER(S)

Name of Owner 1

ACN (if applicable)

Name of Owner 2

ACN (if applicable)

Address for service of documents

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

Postcode:

Telephone number

Email Address

Approved Occupants

  


EG. Children or Adults not listed above

## The Premises

Address of rented premises

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

If applicable, and area not included in the premises

--

## Rent

Rent Amount

\$  per week  Fortnight

Rent must be paid in advance on the

Insert day of week or date

of each

Insert week or fortnight

Payment method and place of payment


Insert the method and place of payment

## Fixed Period

Start

/  /   
Commencement date. (Inclusive)



End

/  /   
Fixed term expiry date

Twenty eight (28) days after the period ends the agreement automatically changes from a fixed period agreement to a no-fixed-period agreement and goes on for an indefinite time unless it is terminated.

## Security Deposit

Bond Amount

\$   
Not more than 4 weeks rent

The bond by the paid by the tenant to the Owner or the Rental Deposit Authority with the signed Bond Lodgement Form by the Owner and Tenant within 3 days of receipt

## 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

Cleaning Company

Telephone

Insert Name and Telephone number for each

## Services

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

Water

Gas

Electricity

Telephone

Other Service ▷

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 ▷

Gas ▷

Telephone ▷

Other Service ▷

Eg. A percentage of the cost of service

## Body Corporate Rules

Are there any body corporate rules applicable to the occupation of the premises by the tenant

Yes



Has the tenant been given a copy of the relevant by-laws

Yes

No

No

The Tenant must comply with any applicable By-Laws of any Body Corporate of the premises that are existing or introduced by it from time to time provided they do not conflict with the Act.

## Standard Terms

The definition and interpretation of words used in this LEASE AGREEMENT are as set out in the Residential Tenancies Act 1995

### 1. Agreement

The owner lets the property (the "Premises") to the tenant as specified in this agreement.

The tenancy is for a fixed term as specified in this agreement.

Only the persons named as tenant or as an approved occupant may occupy the premises. If any other person becomes a permanent occupier without the written consent of the owner that person will be a trespasser.

The owner must provide the tenant with a copy of this agreement within fourteen (14) days after the start date of this agreement.

The owner must provide the tenant with a copy of this agreement within fourteen (14) days after the start date of this agreement.

### 2. Rent

The rent must be paid to the owner in advance from the start date of the tenancy until the agreement has been validly terminated.

The rental period can be a maximum of 4 weeks.

The rent may be increase every 6 months by giving notice in writing to the tenant by the owner specifying the amount of rent as increased and the date the rent increase takes effect giving no less than 60 day notice. The tenant may apply to the Court for an order declaring that the rent increase is unreasonable.

The rent must be paid to the owner from the tenant in the manner as specified in this agreement.

### 3. Fixed Term

The period of the agreement is in effect from the start date as specified in this agreement to the end date. After the end date, the agreement automatically changes from a fixed period agreement to a no-fixed agreement and goes for an indefinite time unless it is terminated.

Within the first Twenty Eight (28) days after the fixed term period has ended the Owner or the Tenant can give the other party 14 days notice to vacate with no specific reason required.

### 4. Quiet Enjoyment

The Tenant has the right of quiet enjoyment of the premises without interference by the Owner.

The Owner must not interfere with the reasonable peace, comfort and privacy of the Tenant.

### 5. Security Deposit

The Tenant is liable to pay bond of the amount equal to a maximum of 4 weeks rent.

If the owner requires the Tenant to pay an amount as a security deposit, the owner is to give the tenant 2 copies of a report stating the condition of the premises on or before the day on which the tenant occupies the premises.

The bond must be paid to the Rental Deposit Authority with a signed bond lodgement form by the Owner, Tenant and any person who contributed to the security deposit of the property.

On termination of the tenancy agreement, the Owner is to return the security deposit less any amount arising from the non-performance of this agreement.

## 6. Looking after the premises

### The Tenant will:

The tenant must keep the premises reasonably clean, and in the same condition they were in on the start state of the tenancy taking into regard reasonable wear and tear.

The Tenant must notify the Owner of any repairs needed in respect of the Premises within 7 days of the need arising.

The tenant agree to return the keys to the owner by 2pm on the day the agreement ends

### The Tenant will not:

The tenant must not make any alterations or additions to the property without consent from the owner.

The Tenant must not remove a fixture affixed to the Premises if its removal would cause damage to the Premises.

If the Tenant causes damage to the Premises by removing or installing a fixture, the Tenant must:

- (a) Notify the Owner; and
- (b) At the option of the Owner, have the damage repaired or compensate the Owner for the reasonable cost of repairing the damage.

The tenant will not use, or cause to be used, the residential Premises for:

- (a) Any unlawful purpose; or
- (b) Any purpose other than residential purposes

The tenant will not cause or permit a nuisance to be made on or from the Premises.

## 7. Tenant's Responsibility to Security of Premises

The Tenant will not, without reasonable excuse, alter, remove or add a lock or security device to the Premises without the consent of the Owner.

- (a) If the tenant does alter or add a lock or security device to the premises without consent of the Owner, the Tenant will provide a key to the lock or security as soon as practicable after the alteration or upon Owner's request.

## 8. Owner's Responsibility to Security of Premises

The Owner will take reasonable steps to provide and maintain the locks and other security devices that are necessary to ensure the Premises are reasonably secure.

The Owner must not alter, add or remove a lock or security device on the premises during a Tenancy without the consent of the Tenant.

## 9. Subletting of Premises

The Tenant is not to sublet the Premises without the consent of the Owner.

If the Tenant sublets the Premises the residential Tenancy Agreement relating to the Premises continues in force as if the Tenant had not sublet the Premises and the Tenant is liable for any act done or omitted to be done by the sublessee in relation to that agreement.

## 10. False Information

The Tenant must not give the Owner information about the Tenant's identity that is material to the Owner's decision to enter into this Agreement and that is, to the knowledge of the Tenant, false; or 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.

## **11. Governing Law**

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

## **12. Severability**

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

