

Residential tenancy agreement



Residential Tenancies Act 1997 Section 26(1); Residential Tenancies Regulations 2008 Regulation 7

This agreement is made on the 4th of January 2017.

Between

LANDLORD

Name:	House Share Melbourne Pty Ltd
Address:	360 King Street, West Melbourne, VIC 3003
ACN (if applicable):	164 365 593

and TENANT(S)

Name of TENANT 1:	
Current address:	
Mobile	
Name of TENANT 2:	
Current address:	
Mobile	
Name of TENANT 3:	
Current address:	
Mobile	

1. Premises

The landlord lets the premises known as

Address:	
Room No:	
Reference:	

together with those items indicated in Schedule A.

2. Rent

The rent amount is (\$) per week:	
Date first rent payment due:	

Pay period

Fortnightly:	Every 2 nd Wednesday
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Place of payment:

Bank Name:	Westpac
Bank Address:	275 Kent Street, Sydney, NSW, Australia
Bank Account Name:	Houseshare Melbourne Pty Ltd
BSB number:	032-102
Account Number:	95 84 35
Bank International Swift Code:	WPAU2S
Description:	Tenancy Reference Number (see above)

3. Bond

- The TENANT must pay a bond of \$945 to the LANDLORD on the 25th of Jan 2017.
- In accordance with the *Residential Tenancies Act 1997*, the LANDLORD must lodge the bond with the Residential Tenancies Bond Authority (RTBA) within 10 business days after receiving the bond.
- If there is more than one TENANT and they do not contribute equally to the total bond, the amounts they each contribute are listed here:

Name	Bond amount (\$)

- If the TENANT does not receive a bond receipt from the RTBA within 15 business days of paying the bond, they should contact the RTBA.

4. Period

Fixed period:	Months / Weeks
The period of the agreement commences on:	
and ends on:	

Unless the agreement terminates in accordance with the *Residential Tenancies Act 1997*, the agreement will continue as a periodic tenancy.

4A. Consent to electronic service

(1) Express Consent

The TENANT:

(Check one box only)

Consents to the electronic service of notices and other documents in accordance with the requirements of the <i>Electronic Transactions (Victoria) Act 2000</i> at this email address:	
Email address:	
Or	
Does Not Consent to the electronic service of notices and other documents.	

The LANDLORD:

Consents to the electronic service of notices and other documents in accordance with the requirements of the <i>Electronic Transactions (Victoria) Act 2000</i> at this email address:	X
Email address:	residents@housesharemelbourne.com.au

(2) Inferred Consent

If the TENANT or the LANDLORD (as the case may be) have not consented to electronic service under subclause (1), the TENANT or the LANDLORD must not infer consent to electronic service merely from the receipt or response to emails or other electronic communications.

(3) Change of Electronic Address

The TENANT or the LANDLORD must immediately give notice in writing to the other party if the email address for electronic service under subclause (1) changes.

(4) Withdrawal of Consent

- (a) The TENANT or the LANDLORD may withdraw their consent under subclause (1) only by giving notice in writing to the other party.
- (b) Following the giving of notice under paragraph (a), no further notices or other documents are to be served by electronic communication.

5. Condition of the premises

The LANDLORD must:

- (a) ensure that the premises are maintained in good repair, and
- (b) If the LANDLORD owns or controls the common areas, take reasonable steps to ensure that the common areas are maintained in good repair.

6. Damage to the premises

- (a) The TENANT must ensure that care is taken to avoid damaging the rented premises.
- (b) The TENANT must take reasonable care to avoid damaging any common areas.
- (c) The TENANT who becomes aware of damage to the rented premises must give notice to the LANDLORD of any damage to the premises as soon as practicable.

7. Cleanliness of the premises

- (a) The LANDLORD must ensure that the premises are in a reasonably clean condition on the day on which it is agreed that the TENANT is to enter into occupation of the premises.
- (b) The TENANT must keep the premises in a reasonably clean condition during the period of agreement.

8. Use of premises

- (a) The TENANT must not use or allow the premises to be used for any illegal purpose.
- (b) The TENANT must not use or allow the premises to be used in such a manner as to cause a nuisance or cause an interference with the reasonable peace, comfort or privacy of any occupier of neighbouring premises.

9. Quiet enjoyment

The LANDLORD must take all reasonable steps to ensure that the TENANT has quiet enjoyment of the premises.

10. Assignment or sub-letting

- (a) The TENANT must not assign or sub-let the whole or any part of the premises without the written consent of the LANDLORD. The LANDLORD's consent must not be unreasonably withheld.
- (b) The LANDLORD must not demand or receive any fee or payment for the consent, except in respect of any fees, costs or charges incurred by the LANDLORD in relation to the preparation of a written assignment of the agreement.

11. Residential Tenancies Act 1997

- (a) Each party must comply with the *Residential Tenancies Act 1997*.
- (b) For further rights and duties refer to the *Residential Tenancies Act 1997*

Schedule: A. Items let with the premises (if any); B. Additional terms (if any)

Additional terms which do not take away any of the rights and duties included in the Residential Tenancies Act 1997 may be set out in this section. Any additional terms must also comply with the Unfair Contract Terms under Part 2-3 of the Australian Consumer Law (Victoria).

Schedule A: Items let with the premises

1. The rent charged under Clause 2 provides exclusive use of the designated private room (including the furniture therein) and the use of the following (if applicable) on a non-exclusive basis: common room areas; kitchen facilities, lounge room, dining room(s), alfresco and BBQ facilities, and property furnishings in the common areas (not including coin-operated laundry facilities if provided).

Schedule B: Additional Terms

1. **All TENANTS acknowledge and agree to comply with HouseShare Melbourne (HSM) House Rules as a condition of this Tenancy Agreement.**
2. The rental amount includes reasonable use of utilities (water, gas, electricity). Some houses have coin operated laundry facilities. In this case the laundry is a service provided outside of this Agreement and therefore there is an additional charge to the TENANT for the use of these facilities.
3. **Rent is payable fortnightly in advance.** All TENANTS pay rent on the same day (every 2nd Wednesday). The first rental payment is due prior to the TENANT moving into the private bedroom and release of keys. Unless the TENANT moves in on a payment Wednesday the TENANT must pay the rental nights remaining up to the next rental Wednesday and then 2 weeks in advance.
4. Check-in is not before 4pm. HSM's standard office hours are Monday to Friday 10am to 5pm. HSM does not work on weekends. If your arrival is outside of working hours check-in can be completed in advance (online) and keys placed in a key safe at the property.
5. **The TENANT agrees that check out time is no later than 10am on move out day.** The TENANT must vacate their room and the house prior to this time.
6. **The TENANT agrees to have their room professionally cleaned before vacating their room and agrees to provide HSM a copy of the receipt as proof.**
7. The TENANT acknowledges that HSM only provides basic cleaning utensils to the property. Example: Mop, bucket, broom. Vacuum Cleaners and cleaning products are not provided to properties.
8. All garages are used by HSM for storage, repairs and maintenance. They are off-limits to TENANTS and are kept locked. HSM staff requires access to these garages for the smooth running of the business.
9. For the comfort, safety and enjoyment of all guests, all communal areas must be kept clean and tidy at all times. If HSM finds the premises not to be safe and hygienic, a cleaner will be contracted in and the TENANTS acknowledge that all occupants of the premises will be invoiced proportionately.
10. **For health and hygiene reasons, use of the bedding furniture in the designated private room without linen is strictly prohibited. In particular, the TENANT agrees that they will use a mattress protector with HSM mattresses at all times.**
11. The TENANT agrees to allow HSM staff and authorised contractors access to the common areas of the property between 8.00am and 8.00pm for the purpose of repairs, cleaning, mandated safety inspections or to show vacant or soon to be vacant rooms to potential future tenants (not being the TENANT's private room unless notice has been given or agreement has been reached pursuant to the *Residential Tenancies Act*).
12. The TENANT indemnifies HSM for any loss, injury or damage caused (by act or omission) by the TENANT or anyone on the premises with the consent of the TENANT, to HSM or any third party (eg another tenant).
13. Routine maintenance requests are to be sent to maintenance@housesharemelbourne.com.au, or via the HSM app. Urgent maintenance requests can be lodged in the same way, or by calling the following number: 0411 429 939.
14. The TENANT acknowledges they are renting the premises 'as inspected'. No reliance will be placed on any verbal advice from HSM employees or agents.
15. In most instances HSM will provide 2 keys per TENANT. One key will open the front door to the property and the other the bedroom. If the TENANT is locked out, the TENANT must call a locksmith.
16. HSM takes no responsibility for any damage or loss of the TENANT'S personal possessions.
17. **The TENANT acknowledges that smoking is forbidden inside the premises.**
18. The TENANT shall not keep any animal, bird or pet on the premises.
19. **The TENANT agrees that car parking is not provided or guaranteed by HSM.**
20. The TENANT shall not hang any clothes outside the room or premises other than where provision of the hanging of clothes has been provided.
21. The TENANT shall not bring or store (or allow any person to bring or store) illegal drugs onto the premises (this includes marijuana).
22. The TENANT shall not light candles or incense anywhere in the house.
23. **The TENANT will not tamper with any electrical appliances. Contact HSM if an electrical fault is suspected.**
24. The TENANT acknowledges that portable electric heaters are not allowed in the premises under any circumstances that TENANT shall not use or store a portable electric heater on the premises. Having one of these heaters in a private room or the common areas of the house is a significant safety risk and is strictly forbidden. No other electrical appliance is to be brought onto the premises without prior written consent of HSM.
25. The TENANT shall deposit all rubbish and recycling in a proper rubbish receptacle with a fitting lid. Such rubbish receptacles shall be kept only in the place provided at the premises and placed out on the street for collection/brought back in by the TENANT in accordance with the schedule and requirements of the local council.
26. The TENANT shall, at the TENANT'S expense, replace any lighting tubes or globes in their private room that become defective during the term of the tenancy unless the defect is proven to be caused by a defect attributable to HSM or the premises.
27. The TENANT acknowledges and agrees that at the end of their stay they will leave all issued keys locked securely in their private bedroom. If all issued keys are not returned the TENANT will continue to be liable to pay rent until such time as they are returned to the possession of HSM. If the TENANT has lost the keys they must inform HSM in writing that the keys are lost and pay the applicable key replacement charges. This will stop rent being accrued.
28. If (at any time prior to the termination of the Tenancy Agreement) the TENANT wishes to extend their stay, they must request this in writing (email acceptable). If the extension is granted, it will be confirmed by email. Please note HSM is not obliged to offer an extension of stay in the private bedroom.
29. Any fees incurred by the TENANT or HSM due to the payment method used by TENANT to pay their rent will be covered by the TENANT.
30. All TENANTS must ensure that all doors and windows are kept LOCKED at all times. If items (e.g. televisions) are missing or stolen from the common areas then the TENANT acknowledges that all TENANTS will pay equally for these items to be replaced.

Signatures

LANDLORD

Signature of LANDLORD:

Urgent repairs emergency contact name and telephone number:

0411 429 939 or maintenance@housesharemelbourne.com.au

TENANT(S)

Signature of TENANT 1:

Signature of TENANT 2:

Signature of TENANT 3:

REFERENCE NUMBER: