

# Residential Tenancy Agreement

*Residential Tenancies Act 1997 Section 26*

Residential Tenancies Regulations 2008 - Schedule 1 Form 1

## Important Information

Please read this before completing the Residential Tenancy Agreement

- This form is your written record of your tenancy agreement. This is a binding contract under the *Residential Tenancies Act 1997*, so please read all terms and conditions carefully.
- If you need advice on your rights and responsibilities, please call the Consumer Affairs Victoria Helpline on 1300 55 81 81 **before signing the Agreement**.
- Both the landlord and tenant should keep signed copies of the completed Agreement for future reference. The landlord must supply the tenant with a copy of the completed Agreement within 14 days of the tenant signing.
- This Agreement is printed on carbonless paper and will produce copies for both the landlord and tenant. To fill out the Agreement, place on a hard surface and write firmly. Do not fold the Agreement while writing.
- If you require extra space to list additional items and terms, attach a separate sheet. All attachments should be **signed and dated** by both the landlord and tenant to show that both parties have read and agree to any attachments. Both the landlord and tenant should keep a copy of any attachments for future reference.
- The landlord must give the tenant a copy of *Renting a home: a guide for tenants and landlords* booklet at the start of each tenancy.
- When a bond is paid, the landlord and tenant must complete a Condition Report and both keep a copy for their records.



# Residential Tenancy Agreement

*Residential Tenancies Act 1997 Section 26*

This agreement is made on the day of

Date

This agreement is between

## LANDLORD

Name

Address

  

ACN (if applicable)

whose agent is (if applicable)

Name

Business address

  

Telephone number

ACN (if applicable)

and TENANT(S)

Name of TENANT 1

Current Address

  

ACN (if applicable)

Name of TENANT 2

Current Address

  

Name of TENANT 3

Current Address

  

Name of TENANT 4

Current Address

  

## 1. Premises (includes items listed in the Schedule as forming part of the premises)

The landlord lets the premises known as (address)

  

## 2. Rent

The rent amount is

Date first rent payment due

Pay period

Weekly  Fortnightly

Monthly  Day of each month (eg 15th)

Place of payment

## 3. Bond

- The TENANT must pay the bond amount specified below.
- In accordance with the *Residential Tenancies Act 1997*, the LANDLORD/agent must lodge the bond with the Residential Tenancies Bond Authority (RTBA) within 10 business days after receiving the bond.
- If the TENANT does not receive a bond receipt from the RTBA within 15 business days of handing over the bond money, they should telephone the RTBA on 1300 13 71 64.

Bond amount

Date bond payment due

If there is more than one TENANT and they do not contribute equally to the total bond, the amounts they each contribute must be listed here. This list is for reference only and will not be recognised by the RTBA.

Name of TENANT

Bond amount

## 4. Period

Fixed period  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.

OR Periodic  The agreement will commence on

and continue until terminated in accordance with the *Residential Tenancies Act 1997*.

**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 the premises and 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)**

This section lists any additional items and terms to this agreement. **The terms listed cannot take away any of the rights and duties included in the *Residential Tenancies Act 1997*.** If you need extra space, please attach a separate sheet.

Both the LANDLORD and TENANT should sign and date any attachments.

Any additional terms must also comply with the Unfair Contract Terms under the *Fair Trading Act 1999*.

Contact Consumer Affairs Victoria on 1300 55 81 81 for further information.

**Signatures**

**LANDLORD**

Signature of LANDLORD

Urgent repairs emergency contact name and telephone number

**TENANT(S)**

Signature of TENANT 1

Signature of TENANT 3

Signature of TENANT 2

Signature of TENANT 4

# Residential Tenancy Agreement

*Residential Tenancies Act 1997* Section 26

This agreement is made on the day of

Date

 /  / 

This agreement is between

## LANDLORD

Name

Address

  
 Postcode

ACN (if applicable)

whose agent is (if applicable)

Name

Business address

  
 Postcode

Telephone number

ACN (if applicable)

and TENANT(S)

Name of TENANT 1

Current Address

  
 Postcode

ACN (if applicable)

Name of TENANT 2

Current Address

  
 Postcode

Name of TENANT 3

Current Address

  
 Postcode

Name of TENANT 4

Current Address

  
 Postcode

## 1. Premises (includes items listed in the Schedule as forming part of the premises)

Rented premises address

  
 Postcode

## 2. Rent

Rent amount

 \$

Date first rent payment due

 /  / 

Pay period

Weekly  Fortnightly

Monthly  Day of each month (eg 15th)

Place of payment

## 3. Bond

- The TENANT must pay the bond amount specified below.
- In accordance with the *Residential Tenancies Act 1997*, the LANDLORD/agent must lodge the bond with the Residential Tenancies Bond Authority (RTBA) within 10 business days after receiving the bond.
- If the TENANT does not receive a bond receipt from the RTBA within 15 business days of handing over the bond money, they should telephone the RTBA on 1300 13 71 64.

Bond amount

 \$

Date bond payment due

 /  / 

If there is more than one TENANT and they do not contribute equally to the total bond, the amounts they each contribute must be listed here. This list is for reference only and will not be recognised by the RTBA.

Name of TENANT

Bond amount

 \$

 \$

 \$

 \$

## 4. Period

Fixed period  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.

OR Periodic  The agreement will commence on  /  /

and continue until terminated in accordance with the *Residential Tenancies Act 1997*.

**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 the premises and 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)**

This section lists any additional items and terms to this agreement. **The terms listed cannot take away any of the rights and duties included in the *Residential Tenancies Act 1997*.** If you need extra space, please attach a separate sheet. Both the LANDLORD and TENANT should sign and date any attachments. Any additional terms must also comply with the Unfair Contract Terms under the *Fair Trading Act 1999*. Contact Consumer Affairs Victoria on 1300 55 81 81 for further information.

**Signatures**

**LANDLORD**

Signature of LANDLORD

Urgent repairs emergency contact name and telephone number

**TENANT(S)**

Signature of TENANT 1

Signature of TENANT 3

Signature of TENANT 2

Signature of TENANT 4

# Translating and Interpreting Service

131 450

## Telephone Interpreter Service

If you have difficulty understanding English, contact the Translating and Interpreting Service (TIS) on 131 450 (for the cost of a local call) and ask to be put through to an Information Officer at Consumer Affairs Victoria on 1300 55 81 81.

## Arabic

إذا كان لديك صعوبة في فهم اللغة الإنكليزية، اتصل بخدمة الترجمة التحريرية والشفوية (TIS) على الرقم 131 450 (بكلية مكالمة محلية) واطلب أن يوصلوك بموظف معلومات في دائرة شؤون المستهلك في فكتوريا على الرقم 1300 55 81 81.

**Turkish** İngilizce anlamakta güçlük çekiyorsanız, 131 450'den (şehir içi konuşma ücretine) Yazılı ve Sözlü Tercümanlık Servisini (TIS) arayarak 1300 55 81 81 numaralı telefondan Victoria Tüketici İşleri'ni aramalarını ve sizi bir Danışma Memuru ile görüşturmelerini isteyiniz.

**Vietnamese** Nếu quý vị không hiểu tiếng Anh, xin liên lạc với Dịch Vụ Thông Phiên Dịch (TIS) qua số 131 450 (với giá biểu của cú gọi địa phương) và yêu cầu được nối đường dây tới một Nhân Viên Thông Tin tại Bộ Tiêu Thụ Sự Vụ Victoria (Consumer Affairs Victoria) qua số 1300 55 81 81.

**Somali** Haddii aad dhibaato ku qabto fahmida Ingiriiska, La xirii Adeega Tarjumida iyo Afcelinta (TIS) telefoonka 131 450 (qiimaha meesha aad joogto) weydiisuna in lagugu xiro Sarkaalka Macluumaadka ee Arrimaha Macmiilaha Fiktooriya tel: 1300 55 81 81.

**Chinese** 如果您聽不大懂英語，請打電話給口譯和筆譯服務處，電話：131 450 (祇花費一個普通電話費)，讓他們幫您接通維多利亞消費者事務處 (Consumer Affairs Victoria) 的信息官員，電話：1300 55 81 81。

**Serbian** Ako vam je teško da razumete engleski, nazovite Službu prevodilača i tumača (Translating and Interpreting Service - TIS) na 131 450 (po cenu lokalnog poziva) i zamolite ih da vas povežu sa Službenikom za informacije (Information Officer) u Viktorijskoj Službi za potrošačka питања (Consumer Affairs Victoria) na 1300 55 81 81.

**Amharic** እንግሊዘኛ ቋንቋ ለመረዳት ችግር ካለብዎ የአስተርጓሚ አገልግሎትን (TIS) በስልክ ቁጥር 131 450 [በአካባቢ ጥሪ ሂሳብ] በመደወል በጎረቤቶቻዎ ጉዳይ ጽ/ቤት በስልክ ቁጥር 1300 55 81 81 ደውሎ ከመረጃ አቅራቢ ሠራተኛ ጋር አገዳዥነትን መጠየቅ።

## Dari

اگر شما مشکل دانستن زبان انگلیسی دارید، با اداره خدمات ترجمانی تحریری و شفاهی (TIS) به شماره ۱۳۱ ۴۵۰ به قیمت مخابره محلی تماس بگیرید. و بخواهید که شما را به کارمند معلومات دفتر امور مراجعین ویکتوریا به شماره ۱۳۰۰ ۵۵ ۸۱ ۸۱ ارتباط دهد.

**Croatian** Ako ne razumijete dovoljno engleski, nazovite Službu tumača i prevoditelja (TIS) na 131 450 (po cijeni mjesnog poziva) i zamolite da vas spoje sdjelatnikom za obavijesti u Consumer Affairs Victoria na 1300 55 81 81.

**Greek** Αν έχετε δυσκολίες στην κατανόηση της αγγλικής γλώσσας, επικοινωνήστε με την Υπηρεσία Μετάφρασης και Διερμηνείας (TIS) στο 131 450 (με το κόστος μιας τοπικής κλήσης) και ζητήστε να σας συνδέσουν με έναν Υπάλληλο Πληροφοριών στην Υπηρεσία Προστασίας Καταναλωτών Βικτώριας (Consumer Affairs Victoria) στον αριθμό 1300 55 81 81.

**Italian** Se avete difficoltà a comprendere l'inglese, contattate il servizio interpreti e traduttori, cioè il "Translating and Interpreting Service" (TIS) al 131 450 (per il costo di una chiamata locale), e chiedete di essere messi in comunicazione con un operatore addetto alle informazioni del dipartimento "Consumer Affairs Victoria" al numero 1300 55 81 81.