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**HOMESTAY AUSTRALIA PTY. LTD.**

**ABN: 24 050 135 174**

**16/175 Pitt Street, Sydney. NSW, Australia. 2000**

**Web Site: www.homestay-australia.com**

**Email: info@homestay-australia.com**

**Single Tenancy Agreement**

|  |  |
| --- | --- |
| **Landlord Name** |  |
| Telephone Number |  |
| Address of Premises |  |
|   |   |
| **Tenant**  |   |
| Name |  |
| Contact Number |  |
|   |   |
| Inclusions | Includes water, power. |
|   |   |
| Terms of Agreement |  |
|   |   |
| Start Date |  |
| End Date |  |
|   |   |
| **Rent per week** |   |
| Payment per two weeks |    |
| Payment upon receiving of Invoice  |   |
| Payment to Account  | Homestay Australia Pty. Ltd. |
|   |  |
|   |  |
|   |  |

**The Agreement**

**Right to occupy the premises**

1. The landlord agrees that the tenant has the right to occupy the residential premises during the tenancy. The residential premises include the additional things (if any) noted under ‘Premises’.

2. The landlord agrees to give the tenant:

2.1 a copy of this agreement before or when this agreement is signed and given by the tenant to the landlord or a person on the landlord’s behalf, and

2.2 a copy of this agreement signed by both the landlord and the tenant as soon as is reasonably practicable.

**Rent**

3. **The tenant agrees**:

3.1 to pay rent on time, and

3.2 to reimburse the landlord for the cost of replacing rent deposit books or rent cards lost by the tenant, and

3.3 to reimburse the landlord for the amount of any fees paid by the landlord to a bank or other authorised deposit-taking institution as a result of funds of the tenant not being available for rent payment on the due date.

4. **The landlord agrees**:

4.1 to provide the tenant with at least one means to pay rent for which the tenant does not

incur a cost (other than bank fees or other account fees usually payable for the tenant’s transactions) and that is reasonably available to the tenant, and

4.2 not to require the tenant to pay more than

2 weeks rent in advance or to pay rent for a period of the tenancy before the end of the previous period for which rent has been paid, and

 4.3 not to require the tenant to pay rent by a cheque or other negotiable instrument that is

 post-dated, and

4.4 to accept payment of unpaid rent after the landlord has given a termination notice on the ground of failure to pay rent if the tenant

has not vacated the residential premises, and

4.5 not to use rent paid by the tenant for the purpose of any amount payable by the tenant other than rent, and

 4.6 to give a rent receipt to the tenant if rent is paid in person and to make a rent receipt available for collection

by the tenant or to post it to the residential premises if rent is paid by cheque, and

 4.7 to keep a record of rent paid under this agreement and to provide a written statement showing the rent record for a

specified period within 7 days of a request by the tenant (unless the landlord has previously provided a statement for the same period).

Note. The landlord and tenant may, by agreement, change the manner in which rent is payable under this agreement.

**Rent increases**

5. **The landlord and the tenant agree** that

the rent cannot be increased after the end of the fixed term (if any) of this agreement or under this agreement unless the landlord gives not less than

60 days written notice of the increase to the tenant. The notice must specify the increased rent and the day from which it is payable.

6. **The landlord and the tenant agree**:

6.1 that the increased rent is payable from the day specified in the notice, and

6.2 that the landlord may cancel or reduce the

rent increase by a later notice that takes effect on the same day as the original notice, and

6.3 that increased rent under this agreement is not payable unless the rent is increased in accordance with this agreement.

**Rent reductions**

7. **The landlord and the tenant agree** that the rent abates if the residential premises:

7.1 are destroyed, or become wholly or partly uninhabitable, otherwise than as a result of a breach of this agreement, or

7.2 cease to be lawfully usable as a residence, or

7.3 are compulsorily appropriated or acquired by an authority.

8. The landlord and the tenant may, at any time during this agreement, agree to reduce the rent payable.

**Payment of council rates, land tax, water and other charges**

9. **The landlord agrees** to pay:

9.1 rates, taxes or charges payable under any Act (other than charges payable by the tenant under this agreement), and

9.2 the installation costs and charges for initial connection to the residential premises of

an electricity, water, gas, bottled gas or oil supply service, and

9.3 all charges for the supply of electricity, gas (except bottled gas) or oil to the tenant at the residential premises that are not separately metered, and

9.4 the costs and charges for the supply or hire

of gas bottles for the supply of bottled gas at the commencement of the tenancy, and

 9.5 all charges (other than water usage charges) in connection with a water supply service to separately metered residential premises, and

9.6 all charges in connection with a water supply service to residential premises that are not separately metered, and

9.7 all charges for the supply of sewerage services (other than for pump out septic services) or the supply or use of drainage services to the residential premises, and

9.8 all charges for the availability of gas to

the residential premises if the premises do not have any appliances, supplied by the landlord, for which gas is required and the tenant does not use gas supplied to the premises for any purpose.

10. **The Landlord agrees** to pay:

10.1 all charges for the supply of electricity, gas (except bottled gas) or oil to the tenant at the residential premises if the premises are separately metered, and

10.2 all charges for pumping out a septic system used for the residential premises, and

10.3 water usage charges.

11. **The landlord agrees** that the tenant is not required to pay water usage charges

12. **The landlord agrees** to give the tenant the benefit of, or an amount equivalent to, any rebate received by the landlord for water usage charges payable or paid by the tenant.

**Possession of the premises**

13. **The landlord agrees**:

13.1 to make sure the room is vacant so the tenant can move in on the date agreed, and

13.2 to take all reasonable steps to ensure that, at the time of signing this agreement, there is no legal reason why the premises cannot be used as a residence for the term of this agreement.

**Tenant’s right to quiet enjoyment**

14. **The landlord agrees**:

14.1 that the tenant will have quiet enjoyment of the residential premises without interruption by the landlord or any person claiming by, through or under the landlord or having superior title to that of the landlord (such as a head landlord), and

14.2 that the landlord or the landlord’s agent will not interfere with, or cause or permit any interference with, the reasonable peace, comfort or privacy of the tenant in using the residential premises, and

14.3 that the landlord or the landlord’s agent

will take all reasonable steps to ensure that the landlord’s other neighbouring tenants do not interfere with the reasonable peace,

comfort or privacy of the tenant in using the residential premises.

**Use of the premises by tenant**

15. **The tenant agrees**:

15.1 not to use the residential premises, or cause or permit the premises to be used, for any illegal purpose, and

15.2 not to cause or permit a nuisance, and

15.3 not to interfere, or cause or permit interference, with the reasonable peace, comfort or privacy of neighbours, and

15.4 not to intentionally or negligently cause or permit any damage to the residential premises, and

15.5 not to cause or permit more people to reside in the residential premises than is permitted by this agreement.

16. **The tenant agrees**:

16.1 to keep the residential premises reasonably clean, and

16.2 to notify the landlord as soon as practicable of any damage to the residential premises, and

16.3 that the tenant is responsible to the landlord for any act or omission by a person who is lawfully on the residential premises if the person is only permitted on the premises with the tenant’s consent and the act or omission would be in breach of this agreement if done or omitted by the tenant, and

16.4 that it is the tenant’s responsibility to replace light globes and batteries for smoke detectors on the residential premises.

17. **The tenant agrees**, when this agreement ends and before giving vacant possession of the premises to the landlord:

17.1 to remove all the tenant’s goods from the residential premises, and

17.2 to leave the residential premises as nearly as possible in the same condition, fair wear and tear excepted, as at the commencement of the tenancy, and

17.3 to leave the residential premises reasonably clean, having regard to their condition at the commencement of the tenancy, and

17.4 to remove or arrange for the removal of all rubbish from the residential premises, and

17.5 to make sure that all light fittings on the premises have working globes, and

17.6 to return to the landlord all keys, and other opening devices or similar devices, provided by the landlord.

**Landlord’s general obligations for residential premises**

18. **The landlord agrees**:

18.1 to make sure that the residential premises are reasonably clean and fit to live in, and

18.2 to make sure that all light fittings on the residential premises have working light

globes on the commencement of the tenancy, and

18.3 to keep the residential premises in a reasonable state of repair, considering the age of the rent paid for and the prospective life of the premises, and

18.4 not to interfere with the supply of gas, electricity, water, telecommunications or other services to the residential premises (unless the interference is necessary to avoid danger to any person or enable maintenance or repairs to be carried out), and

18.5 to comply with all statutory obligations relating to the health or safety of the residential premises.

**Urgent repairs**

19. **The landlord agrees** to pay the tenant, within

14 days after receiving written notice from the tenant, any reasonable costs (not exceeding

$1,000) that the tenant has incurred for making urgent repairs to the residential premises (of the type set out below) so long as:

19.1 the damage was not caused as a result of a breach of this agreement by the tenant, and

19.2 the tenant gives or makes a reasonable attempt to give the landlord notice of the damage, and

19.3 the tenant gives the landlord a reasonable opportunity to make the repairs, and

19.4 the tenant makes a reasonable attempt to have any appropriate tradesperson named in this agreement make the repairs, and

19.5 the repairs are carried out, where appropriate, by licensed or properly qualified persons, and

19.6 the tenant, as soon as possible, gives or tries to give the landlord written details of the repairs, including the cost and the receipts for anything the tenant pays for.

Note: The type of repairs that are urgent repairs are defined as follows:

(a) a burst water service,

(b) an appliance, fitting or fixture that uses water or is used to supply water that is broken or

not functioning properly, so that a substantial amount of water is wasted,

(c) a blocked or broken lavatory system, (d a serious roof leak,

(e) a gas leak,

(f) a dangerous electrical fault,

(g flooding or serious flood damage, (h serious storm or fire damage,

(i) a failure or breakdown of the gas, electricity or water supply to the premises,

(j) a failure or breakdown of any essential service on the residential premises for hot water, cooking, heating, cooling or laundering,

(k) any fault or damage that causes the premises to be unsafe or insecure.

**Sale of the premises**

20. **The** landlord **agrees**:

20.1 to give the tenant written notice that the landlord intends to sell the residential premises, at least 14 days before the premises are made available for inspection by potential purchasers, and

20.2 to make all reasonable efforts to agree with the tenant as to the days and times when the residential premises are to be available for inspection by potential purchasers.

21. The tenant agrees not to unreasonably refuse

to agree to days and times when the residential premises are to be available for inspection by potential purchasers.

22. **The landlord and tenant agree**:

22.1 that the tenant is not required to agree to the residential premises being available for inspection more than twice in a period of a week, and

22.2 that, if they fail to agree, the landlord may show the residential premises to potential purchasers not more than twice in any period of a week and must give the tenant at least 48 hours’ notice each time.

**Landlord’s access to the premises**

23. **The landlord agrees** that the landlord, the landlord’s agent or any person authorised in writing by the landlord, during the currency of this

agreement, may only enter the residential premises in the following circumstances:

23.1 in an emergency (including entry for the purpose of carrying out urgent repairs),

23.2 if the Civil and Administrative Tribunal so orders,

23.3 if there is good reason for the landlord to believe the room is abandoned,

23.4 if there is good reason for serious concern about the health of the tenant or any other person on the residential premises and a reasonable attempt has been made to obtain consent to the entry,

23.5 to inspect the premises, if the tenant is given at least 7 days written notice.,

23.6 to carry out, or assess the need for, necessary repairs, if the tenant is given at least 2 days’ notice each time,

23.7 to carry out, or assess the need for, work relating to statutory health and safety obligations relating to the residential premises, if the tenant is given at least 2 days’ notice each time,

23.8 to show the premises to prospective tenants on a reasonable number of occasions if the tenant is given reasonable notice on each occasion (this is only allowed during the last 14 days of the agreement),

23.9 to value the property, if the tenant is given

7 days’ notice (not more than one valuation is allowed in any period of 12 months),

23.10 if the tenant agrees.

 24. **The landlord agrees** that a person who enters the residential premises under clause

 23.5, 23.6, 23.7, 23.8 or 23.9 of this agreement:

24.1 must not enter the premises on a Sunday or a public holiday, unless the tenant agrees, and

24.2 may enter the premises only between the hours of 8.00 a.m. and 8.00 p.m., unless the tenant agrees to another time, and

24.3 must, if practicable, notify the tenant of the proposed day and time of entry.

 25. **The landlord agrees** that, except in an emergency (including to carry out urgent repairs), a person other than the landlord or the landlord’s agent must produce to the tenant the landlord’s or the landlord’s agent’s written permission to enter the residential premises.

26. **The tenant agrees** to give access to the residential premises to the landlord, the landlord’s agent or any person, if they are exercising a right

to enter the residential premises in accordance with this agreement.

**Alterations and additions to the premises**

27. **The tenant agrees**:

27.1 not to install any fixture or renovate, alter or add to the residential premises without the landlord’s written permission, and

27.2 not to remove, without the landlord’s permission, any fixture attached by the

tenant that was paid for by the landlord or for which the landlord gave the tenant a benefit equivalent to the cost of the fixture, and

27.3 to notify the landlord of any damage caused by removing any fixture attached by the tenant, and

27.4 to repair any damage caused by removing the fixture or compensate the landlord for the reasonable cost of repair.

28. **The landlord agrees** not to unreasonably refuse permission for the installation of a fixture by the tenant or to a minor alteration, addition or renovation by the tenant.

**Locks and security devices**

29. **The landlord agrees**:

29.1 to provide and maintain locks or other security devices necessary to keep the residential premises reasonably secure, and

29.2 to give each tenant under this agreement a copy of the key or opening device or information to open any lock or security

device for the residential premises or common property to which the tenant is entitled to have access, and

29.3 not to charge the tenant for the cost of providing the copies except to recover the cost of replacement or additional copies, and

29.4 not to alter, remove or add any lock or other security device without reasonable excuse (which includes an emergency, an order of the NSW Civil and Administrative Tribunal, termination of a co-tenancy or an apprehended violence order prohibiting a tenant or occupant from having access) or unless the tenant agrees, and

29.5 to give each tenant under this agreement a copy of any key or other opening device or information to open any lock or security

device that the landlord changes as soon as practicable (and no later than 7 days) after the change.

30. **The tenant agrees**:

30.1 not to alter, remove or add any lock or other security device without reasonable excuse (which includes an emergency, an order of the NSW Civil and Administrative Tribunal, termination of a co-tenancy or an apprehended violence order prohibiting a tenant or occupant from having access) or unless the landlord agrees, and

30.2 to give the landlord a copy of the key or opening device or information to open

any lock or security device that the tenant changes within 7 days of the change.

31. A copy of a changed key or other opening device need not be given to the other party if the other party agrees not to be given a copy or the NSW Civil and Administrative Tribunal authorises a copy not to be given or the other party is prohibited from access to the residential premises by an apprehended violence order.

**Transfer of tenancy or sub-letting by tenant**

32. **The landlord and tenant agree** that:

32.1 the tenant may, with the landlord’s written permission, transfer the tenant’s tenancy under this agreement or sub-let the residential premises, and

32.2 the landlord may refuse permission (whether or not it is reasonable to do so) to the transfer of the whole of the tenancy or sub-letting the whole of the residential premises, and

32.3 the landlord must not unreasonably refuse permission to a transfer of part of a tenancy or a sub-letting of part of the residential premises, and

32.4 without limiting clause 32.3, the landlord may refuse permission to a transfer of part of the tenancy or to sub-letting part of

the residential premises if the number of occupants would be more than is permitted under this agreement or any proposed

tenant or sub-tenant is listed on a residential tenancy database, or it would result in overcrowding of the residential premises.

Note: Clauses 32.3 and 32.4 do not apply to social tenancy housing agreements.

33. **The landlord agrees** not to charge for giving permission other than for the landlord’s reasonable expenses in giving permission.

**Change in details of landlord or landlord’s agent**

34. **The landlord agrees**:

34.1 if the name and telephone number or contact details of the landlord change, to give the tenant notice in writing of the change within

14 days, and

**Rental bond**

35. **The landlord agrees** when the tenant applies for the return of the Bond then the landlord will provide the tenant with details of the amount claimed and with copies of any quotations, accounts and receipts that are relevant to the claim and a copy of a completed condition report about the residential premises at the end of the residential tenancy agreement.

**Smoke alarms**

36. **The landlord agrees** to ensure that smoke alarms are installed and maintained in the residential premises in accordance with section

146A of the Environmental Planning and Assessment Act 1979 if that section requires them to be installed in the premises.

37. **The landlord and tenant each agree** not to remove or interfere with the operation of a smoke alarm installed on the residential premises unless they have a reasonable excuse to do so.

**Additional term—pets**

38. The tenant agrees not to keep animals on the residential premises without obtaining the landlord’s consent.

39. The landlord agrees that the tenant may keep the following animals on the residential premises:

40. The tenant agrees to have the carpet professionally cleaned or to have the residential premises fumigated if the cleaning or fumigation is required because animals have been kept on the residential premises during the tenancy.

41. Ending a fixed term agreement

If this agreement is a fixed term agreement it may be ended by the landlord or the tenant by giving written notice of termination. The notice may be given at any time up until the end of the fixed term but cannot take effect until the term ends. The landlord must give at

least 30 days’ notice and the tenant must give at least 14 days’ notice.

42. Ending a periodic agreement

If this agreement is a periodic agreement, it may be ended by the landlord or the tenant by giving written notice of termination. The notice may be given at any time. The landlord must give at least 90 days’ notice and the tenant must give at least 21 days’ notice.

**Signed by the landlord Signed by the tenants.**

Name of landlord Name of tenant

Signature of landlord Signature of tenants

Date Date

The tenant acknowledges that, at or before the time of signing this residential tenancy agreement, the tenant was given a copy.

Homestay Australia does not accept any liability for any actions by any parties, (including but not limited to the Landlord, tenants etc), without specific preapproval in writing by Homestay Australia.

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