

Agreement

Residential Tenancy Agreement

Residential Tenancies Regulations 2019

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Particulars:

IMPORTANT INFORMATION

Please read this before completing the residential tenancy agreement (the **Agreement**).

1. This form is your written record of your tenancy agreement. This is a binding contract under the *Residential Tenancies Act 2010*, so please read all terms and conditions carefully.
2. If you need advice or information on your rights and responsibilities, please call NSW Fair Trading on 13 32 20 or visit www.fairtrading.nsw.gov.au before signing the Agreement.
3. 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 or the landlord's agent and the tenant to show that both parties have read and agree to the attachments.
4. The landlord or the landlord's agent **must give the tenant** a copy of the signed Agreement and any attachments, two copies or one electronic copy of the completed condition report and a copy of the Tenant Information Statement published by NSW Fair Trading.

This agreement is made on:

This agreement is made between the parties specified below:

Item 1 Landlord

Item 2 Tenant

Item 3 Landlord's agent

Item 4 Tenant's agent

Item 5 Residential premises	The residential premises are room number YSMG, 108 Regent Street, Redfern NSW 2016. The residential premises include those items referred to in Attachment 1.
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Item 6 Term

Item 7 Rent

The rent is . (inclusive of GST) per week
payable 2 weeks in advance starting on

Note: Under section 33 of the Residential Tenancies Act 2010, a landlord, or landlord's agent, must not require a tenant to pay more than 2 weeks rent in advance under this agreement.

The method by which the rent must be paid is by:

1 direct debit (preferable)

2 credit card

3 WeChat Pay

4 Alipay

5 Electronic Funds Transfer (EFT) into the following account:

BSB number:

Account number: .

Account name:

Payment reference: .

Note: The landlord or landlord's agent must permit the tenant to pay the rent by at least one means for which the tenant does not incur a cost (other than bank fees or other account fees usually payable for the tenant's transactions) (see clause 3(b)(1)) and that is reasonably available to the tenant.

Item 8 Rental bond

A rental bond of _____ must be paid by the tenant on signing this agreement. The amount of the rental bond must not be more than 4 weeks' rent.

The tenant provided the rental bond amount to:

- ☐ the landlord or another person, or
- ☐ the landlord's agent, or
- ☒ NSW Fair Trading through Rental Bonds Online.

Note: All rental bonds must be lodged with NSW Fair Trading. If the bond is paid to the landlord or another person, it must be deposited within 10 working days after it is paid using the Fair Trading approved form. If the bond is paid to the landlord's agent, it must be deposited within 10 working days after the end of the month in which it is paid.

Item 9 Important information **Maximum number of occupants**

No more than 1 persons may ordinarily live in the premises at any one time.

Urgent repairs

Nominated tradespeople for urgent repairs:

Electrical repairs
Ltd
Telephone:

Plumbing repairs
Ltd:
Telephone:

Other repairs:
Telephone:

Water usage

Will the tenant be required to pay separately for water usage?

☐ Yes ☒ No

Utilities

Is electricity supplied to the premises from an embedded network?

☐ Yes ☒ No

Is gas supplied to the premises from an embedded network?

☐ Yes ☒ No

For more information on consumer rights if electricity or gas is supplied from an embedded network contact NSW Fair Trading.

Smoke alarms

Indicate whether the smoke alarms installed in the residential premises are hardwired or battery operated:

☒ Hardwired smoke alarm

☐ Battery operated smoke alarm

If the smoke alarms are battery operated, are the batteries in the smoke alarms of a kind the tenant can replace?

☐ Yes ☐ No

If yes, specify the type of battery that needs to be used if the battery in the smoke alarm needs to be replaced:

If the smoke alarms are hardwired, are the back-up batteries in the smoke alarms of a kind the tenant can replace

☐ Yes ☒ No

If yes, specify the type of back-up battery that needs to be used if the back-up battery in the smoke alarm needs to be replaced:

If the Strata Management Act 2015 applies to the residential premises, is the owners corporation of the strata scheme responsible for the repair and replacement of smoke alarms in the residential premises?

☐ Yes ☒ No

Strata by-laws

Are there any strata or community scheme by-laws applicable to the residential premises?

☐ Yes ☒ No

If yes, see clauses 38 and 39.

Giving notices and other documents electronically

Indicate below for each person whether the person provides express consent to any notice and any other document under section 223 of the *Residential Tenancies Act 2010* being given or served on them by email. The *Electronic Transactions Act 2000* applies to notices and other documents you send or receive electronically.

Note: *You should only consent to electronic service if you check your emails regularly. If there is more than one tenant on the agreement, all tenants should agree on a single email address for electronic service. This will help ensure co-tenants receive notices and other documents at the same time.*

Landlord

Does the landlord give express consent to the electronic service of notices and documents?

☒ Yes ☐ No

If yes, see clause 27.

Email:

☐ Yes ☒ No

Tenant

Does the tenant give express consent to the electronic service of notices and documents?

☒ Yes ☐ No

If yes, see clause 27.

Email:

Condition report

A condition report relating to the condition of the premises must be completed by or on behalf of the landlord before or when this agreement is given to the tenant for signing.

Tenancy laws

The *Residential Tenancies Act 2010* and the *Residential Tenancies Regulation 2019* apply to this agreement. Both the landlord and the tenant must comply with these laws.

For information about your rights and obligations
as a landlord or tenant, contact NSW Fair Trading
on 13 32 20 or www.fairtrading.nsw.gov.au

The parties agree as follows:

1 Right to occupy the premises

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 “***Residential premises***”.

2 Copy of Agreement

The landlord agrees to give the tenant:

- (a) a copy of this agreement before or when the tenant gives the signed copy of the agreement to the landlord or landlord’s agent, and
- (b) a copy of this agreement signed by both the landlord and the tenant as soon as is reasonably practicable.

3 Rent

- (a) The tenant agrees:
 - (1) to pay rent on time, and
 - (2) to reimburse the landlord for the cost of replacing rent deposit books or rent cards lost by the tenant, and
 - (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.
- (b) The landlord agrees:
 - (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
 - (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
 - (3) not to require the tenant to pay rent by a cheque or other negotiable instrument that is post-dated, and
 - (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
 - (5) not to use rent paid by the tenant for the purpose of any amount payable by the tenant other than rent, and
 - (6) to give a rent receipt to the tenant if rent is paid in person (other than by cheque), and
 - (7) to make a rent receipt available for collection by the tenant or to post it to the residential premises or to send it by email to an email address specified in this agreement by the tenant for the service of documents of that kind if rent is paid by cheque, and
 - (8) 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.*

4 Rent increases

- (a) 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 if the agreement is for a fixed term of 2 years or more, 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.

Note. *Section 42 of the Residential Tenancies Act 2010 sets out the circumstances in which rent may be increased during the fixed term of a residential tenancy agreement. An additional term for this purpose may be included in the agreement.*

- (b) The landlord and the tenant agree that the rent may not be increased after the end of the fixed term (if any) of this agreement more than once in any 12-month period.
- (c) The landlord and the tenant agree:
 - (1) that the increased rent is payable from the day specified in the notice, and
 - (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
 - (3) that increased rent under this agreement is not payable unless the rent is increased in accordance with this agreement and the *Residential Tenancies Act 2010* or by the Civil and Administrative Tribunal.

5 Rent reductions

- (a) The landlord and the tenant agree that the rent abates if the residential premises:
 - (1) are destroyed, or become wholly or partly uninhabitable, otherwise than as a result of a breach of this agreement, or
 - (2) cease to be lawfully usable as a residence, or
 - (3) are compulsorily appropriated or acquired by an authority.
- (b) The landlord and the tenant may, at any time during this agreement, agree to reduce the rent payable.

6 Payment of Council Rates, land tax, water and other charges

(a) The landlord agrees to pay:

- (1) rates, taxes or charges payable under any Act (other than charges payable by the tenant under this agreement), and
- (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
- (3) all charges for the supply of electricity, non-bottled gas or oil to the tenant at the residential premises that are not separately metered, and

Note 1. *Clause 6(a)(3) does not apply to premises located in an embedded network in certain circumstances in accordance with clauses 34 and 35 of the Residential Tenancies Regulation 2019.*

Note 2. *Clause 6(a)(3) does not apply to social housing tenancy agreements in certain circumstances, in accordance with clause 36 of the Residential Tenancies Regulation 2019.*

- (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
- (5) all charges (other than water usage charges) in connection with a water supply service to separately metered residential premises, and
- (6) all charges in connection with a water supply service to residential premises that are not separately metered, and
- (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
- (8) all service availability charges, however described, for the supply of non-bottled gas to the residential premises if the premises are separately metered but 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, and
- (9) the costs and charges for repair, maintenance or other work carried out on the residential premises which is required to facilitate the proper installation or replacement of an electricity meter, in working order, including an advanced meter, if the meter installation is required by the retailer to replace an existing meter because the meter is faulty, testing indicates the meter may become faulty or the meter has reached the end of its life.

(b) The tenant agrees to pay:

- (1) all charges for the supply of electricity or oil to the tenant at the residential premises if the premises are separately metered, and
- (2) all charges for the supply of non-bottled gas to the tenant at the residential premises if the premises are separately metered, unless 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, and

Note. *Charges for the supply of gas in certain circumstances may also be payable by a tenant under a social housing agreement in accordance with clause 36 of the Residential Tenancies Regulation 2019.*

- (3) all charges for the supply of bottled gas to the tenant at the residential premises except for the costs and charges for the supply or hire of gas bottles at the start of the tenancy, and
- (4) all charges for pumping out a septic system used for the residential premises, and
- (5) any excess garbage charges relating to the tenant's use of the residential premises, and
- (6) water usage charges, if the landlord has installed water efficiency measures referred to in clause 10 of the *Residential Tenancies Regulation 2019* and the residential premises:
 - (A) are separately metered, or
 - (B) are not connected to a water supply service and water is delivered by vehicle.

Note: *Separately metered is defined in the Residential Tenancies Act 2010.*

- (c) The landlord agrees that the tenant is not required to pay water usage charges unless:
 - (1) the landlord gives the tenant a copy of the part of the water supply authority's bill setting out the charges, or other evidence of the cost of water used by the tenant, and
 - (2) the landlord gives the tenant at least 21 days to pay the charges, and
 - (3) the landlord requests payment of the charges by the tenant not later than 3 months after the issue of the bill for the charges by the water supply authority, and
 - (4) the residential premises have the following water efficiency measures:
 - (A) all internal cold water taps and single mixer taps for kitchen sinks or bathroom hand basins on the premises have a maximum flow rate of 9 litres per minute,
 - (B) on and from 23 March 2025, all toilets are dual flush toilets that have a minimum 3 star rating in accordance with the WELS scheme,
 - (C) all showerheads have a maximum flow rate of 9 litres per minute,
 - (D) at the commencement of the residential tenancy agreement and whenever any other water efficiency measures are installed, repaired or upgraded, the premises are checked and any leaking taps or toilets on the premises have been fixed.

- (d) 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.

7 Possession of the premises

- (a) The landlord agrees:
 - (1) to make sure the residential premises are vacant so the tenant can move in on the date agreed, and
 - (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.

8 Tenant's right to quiet enjoyment

- (a) The landlord agrees:
 - (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
 - (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
 - (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.

9 Use of the premises by Tenant

- (a) The tenant agrees:
 - (1) not to use the residential premises, or cause or permit the premises to be used, for any illegal purpose, and
 - (2) not to cause or permit a nuisance, and
 - (3) not to interfere, or cause or permit interference, with the reasonable peace, comfort or privacy of neighbours, and
 - (4) not to intentionally or negligently cause or permit any damage to the residential premises, and
 - (5) not to cause or permit more people to reside in the residential premises than is permitted by this agreement.
- (b) The tenant agrees:
 - (1) to keep the residential premises reasonably clean, and
 - (2) to notify the landlord as soon as practicable of any damage to the residential premises,
 - (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

- (4) that it is the tenant's responsibility to replace light globes on the residential premises.
- (c) The tenant agrees, when this agreement ends and before giving vacant possession of the premises to the landlord:
 - (1) to remove all the tenant's goods from the residential premises, and
 - (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
 - (3) to leave the residential premises reasonably clean, having regard to their condition at the commencement of the tenancy, and
 - (4) to remove or arrange for the removal of all rubbish from the residential premises, and
 - (5) to make sure that all light fittings on the premises have working globes, and
 - (6) to return to the landlord all keys, and other opening devices or similar devices, provided by the landlord.

Note. Under section 54 of the Residential Tenancies Act 2010, the vicarious liability of a tenant for damage to residential premises caused by another person is not imposed on a tenant who is the victim of a domestic violence offence, or a co-tenant who is not a relevant domestic violence offender, if the damage occurred during the commission of a domestic violence offence (within the meaning of that Act).

10 Landlord's general obligations for residential premises

(a) The landlord agrees:

- (1) to make sure that the residential premises are reasonably clean and fit to live in, and

Note 1. *Section 52 of the Residential Tenancies Act 2010 specifies the minimum requirements that must be met for the residential premises to be fit to live in. These include that the residential premises:*

- (A) are structurally sound, and*
- (B) have adequate natural light or artificial lighting in each room of the premises other than a room that is intended to be used only for the purposes of storage or a garage, and*
- (C) have adequate ventilation, and*
- (D) are supplied with electricity or gas and have an adequate number of electricity outlet sockets or gas outlet sockets for the supply of lighting and heating to, and use of appliances in, the premises, and*
- (E) have adequate plumbing and drainage, and*
- (F) are connected to a water supply service or infrastructure that supplies water (including, but not limited to, a water bore or water tank) that is able to supply to the premises hot and cold water for drinking and ablution and cleaning activities, and*
- (G) contain bathroom facilities, including toilet and washing facilities, that allow privacy for the user.*

Note 2. Premises are structurally sound only if the floors, ceilings, walls, supporting structures (including foundations), doors, windows, roof, stairs, balconies, balustrades and railings:

- (A) are in a reasonable state of repair, and
- (B) with respect to the floors, ceilings, walls and supporting structures – are not subject to significant dampness, and
- (C) with respect to the roof, ceilings and windows –do not allow water penetration into the premises, and
- (D) are not liable to collapse because they are rotted or otherwise defective.

- (2) to make sure that all light fittings on the residential premises have working light globes on the commencement of the tenancy, and
- (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
- (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
- (5) not to hinder a tradesperson's entry to the residential premises when the tradesperson is carrying out maintenance or repairs necessary to avoid health or safety risks to any person, or to avoid a risk that the supply of gas, electricity, water, telecommunications or other services to the residential premises may be disconnected, and
- (6) to comply with all statutory obligations relating to the health or safety of the residential premises, and
- (7) that a tenant who is the victim of a domestic violence offence or a co-tenant who is under the same agreement as the victim of the domestic violence offence but is not a relevant domestic violence offender is not responsible to the landlord for any act or omission by a co-tenant that is a breach of this agreement if the act or omission constitutes or resulted in damage to the premises and occurred during the commission of a domestic violence offence.

11 Urgent repairs

- (a) 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:
 - (1) the damage was not caused as a result of a breach of this agreement by the tenant, and

- (2) the tenant gives or makes a reasonable attempt to give the landlord notice of the damage, and
- (3) the tenant gives the landlord a reasonable opportunity to make the repairs, and
- (4) the tenant makes a reasonable attempt to have any appropriate tradesperson named in this agreement make the repairs, and
- (5) the repairs are carried out, where appropriate, by licensed or properly qualified persons, and
- (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 in the Residential Tenancies Act 2010 and 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.*

12 Sale of the premises

- (a) The landlord agrees:
 - (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
 - (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.
- (b) 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.
- (c) The landlord and tenant agree:
 - (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
 - (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.

13 Landlord's access to the premises

- (a) 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:
- (1) in an emergency (including entry for the purpose of carrying out urgent repairs),
 - (2) if the Civil and Administrative Tribunal so orders,
 - (3) if there is good reason for the landlord to believe the premises are abandoned,
 - (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,
 - (5) to inspect the premises, if the tenant is given at least 7 days written notice (no more than 4 inspections are allowed in any period of 12 months),
 - (6) to carry out, or assess the need for, necessary repairs, if the tenant is given at least 2 days notice each time,
 - (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,
 - (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),
 - (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),
 - (10) to take photographs, or make visual recordings, of the inside of the premises in order to advertise the premises for sale or lease, if the tenant is given reasonable notice and reasonable opportunity to move any of their possessions that can reasonably be moved out of the frame of the photograph or the scope of the recording (this is only allowed once in a 28 day period before marketing of the premises starts for sale or lease or the termination of this agreement),
 - (11) if the tenant agrees.
- (b) The landlord agrees that a person who enters the residential premises under clause 13(a)(5), 13(a)(6), 13(a)(7), 13(a)(8) or 13(a)(9) of this agreement:
- (1) must not enter the premises on a Sunday or a public holiday, unless the tenant agrees, and

- (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
 - (3) must not stay on the residential premises longer than is necessary to achieve the purpose of the entry to the premises, and
 - (4) must, if practicable, notify the tenant of the proposed day and time of entry.
- (c) 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.
- (d) 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.

14 Publishing photographs or visual recordings

- (a) The landlord agrees that the landlord or the landlord's agent must not publish any photographs taken or visual recordings made of the inside of the residential premises in which the tenant's possessions are visible unless they first obtain written consent from the tenant.

Note. See section 55A of the Residential Tenancies Act 2010 for when a photograph or visual recording is published.

- (b) The tenant agrees not to unreasonably withhold consent. If the tenant is in circumstances of domestic violence within the meaning of section 105B of the Residential Tenancies Act 2010, it is not unreasonable for the tenant to withhold consent.

15 Fixtures, alterations, additions or renovations to the premises

- (a) The tenant agrees:
- (1) not to install any fixture or renovate, alter or add to the residential premises without the landlord's written permission, and
 - (2) that certain kinds of fixtures or alterations, additions or renovations that are of a minor nature specified by clause 22(2) of the *Residential Tenancies Regulation 2019* may only be carried out by a person appropriately qualified to carry out those alterations unless the landlord gives consent, and
 - (3) to pay the cost of a fixture, installed by or on behalf of the tenant, or any renovation, alteration or addition to the residential premises, unless the landlord otherwise agrees, and
 - (4) 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
 - (5) to notify the landlord of any damage caused by removing any fixture attached by the tenant, and

- (6) to repair any damage caused by removing the fixture or compensate the landlord for the cost of repair.
- (b) 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.

Note. *The Residential Tenancies Regulation 2019 provides a list of the kinds of fixtures or alterations, additions or renovations of a minor nature to which it would be unreasonable for a landlord to withhold consent and which of those fixtures, or alterations, additions or renovations the landlord may give consent to on the condition that the fixture or alteration, addition or renovation is carried out by an appropriately qualified person.*

16 Locks and security devices

- (a) The landlord agrees:
 - (1) to provide and maintain locks or other security devices necessary to keep the residential premises reasonably secure, and
 - (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
 - (3) not to charge the tenant for the cost of providing the copies except to recover the cost of replacement or additional copies, and
 - (4) not to alter, remove or add any lock or other security device without reasonable excuse (which includes an emergency, an order of the 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
 - (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.
- (b) The tenant agrees:
 - (1) not to alter, remove or add any lock or other security device without reasonable excuse (which includes an emergency, an order of the 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
 - (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.
- (c) 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 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.

17 Transfer of tenancy or sub-letting by Tenant

- (a) The landlord and tenant agree that:
 - (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
 - (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
 - (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
 - (4) without limiting clause 17(a)(3), the landlord may refuse permission to a transfer of part of a 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 17(a)(3) and 17(a)(4) do not apply to social tenancy housing agreements.*

- (b) The landlord agrees not to charge for giving permission other than for the landlord's reasonable expenses in giving permission.

18 Change in details of landlord or landlord's agent

- (a) The landlord agrees:
- (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
 - (2) if the address of the landlord changes (and the landlord does not have an agent), to give the tenant notice in writing of the change within 14 days, and
 - (3) if the name, telephone number or business address of the landlord's agent changes or the landlord appoints an agent, to give the tenant notice in writing of the change or the agent's name, telephone number and business address, as appropriate, within 14 days, and
 - (4) if the landlord or landlord's agent is a corporation and the name or business address of the corporation changes, to give the tenant notice in writing of the change within 14 days, and
 - (5) if the State, Territory or country in which the landlord ordinarily resides changes, to give the tenant notice in writing of the change within 14 days.

19 Copy of certain by-laws to be provided

- (a) ~~The landlord agrees to give to the tenant, before the tenant enters into this agreement, a copy of the by-laws applying to the residential premises if they are premises under the Strata Schemes Management Act 2015.~~
- (b) ~~The landlord agrees to give to the tenant, within 7 days of entering into this agreement, a copy of the by-laws applying to the residential premises if they are premises under the Strata Schemes Development Act 2015, the Community Land Development Act 2021 or the Community Land Management Act 2021.~~

20 Mitigation of loss

The rules of law relating to mitigation of loss or damage on breach of a contract apply to a breach of this agreement. (For example, if the tenant breaches this agreement the landlord will not be able to claim damages for loss which could have been avoided by reasonable effort by the landlord.)

21 Rental bond

The landlord agrees that where the landlord or the landlord's agent applies to the Rental Bond Board or the Civil and Administrative Tribunal for payment of the whole or part of the rental bond to the landlord, then the landlord or the landlord's agent will provide the tenant with:

- (a) details of the amount claimed, and
- (b) copies of any quotations, accounts and receipts that are relevant to the claim, and
- (c) a copy of a completed condition report about the residential premises at the end of the residential tenancy agreement.

22 Smoke alarms

- (a) The landlord agrees to:
 - (1) ensure that smoke alarms are installed in accordance with the *Environmental Planning and Assessment Act 1979* if that Act requires them to be installed in the premises and are functioning in accordance with the regulations under that Act, and
 - (2) conduct an annual check of all smoke alarms installed on the residential premises to ensure that the smoke alarms are functioning, and
 - (3) install or replace, or engage a person to install or replace, all removable batteries in all smoke alarms installed on the residential premises annually, except for smoke alarms that have a removable lithium battery, and

- (4) install or replace, or engage a person to install or replace, a removable lithium battery in a smoke alarm in the period specified by the manufacturer of the smoke alarm, and
- (5) engage an authorised electrician to repair or replace a hardwired smoke alarm, and
- (6) repair or replace a smoke alarm within 2 business days of becoming aware that the smoke alarm is not working unless the tenant notifies the landlord that the tenant will carry out the repair to the smoke alarm and the tenant carries out the repair, and
- (7) reimburse the tenant for the costs of a repair or replacement of a smoke alarm in accordance with clause 18 of the Residential Tenancies Regulation 2019, that the tenant is allowed to carry out.

Note 1. *Under section 64A of the Residential Tenancies Act 2010, repairs to a smoke alarm includes maintenance of a smoke alarm in working order by installing or replacing a battery in the smoke alarm.*

Note 2. *Clauses 22(a)(2) to 22(a)(7) do not apply to a landlord of premises that comprise or include a lot in a strata scheme (within the meaning of the Strata Schemes Management Act 2015) if the owners corporation is responsible for the repair and replacement of smoke alarms in the residential premises.*

Note 3. *A tenant who intends to carry out a repair to a smoke alarm may do so only in the circumstances prescribed for a tenant in clause 15 of the Residential Tenancies Regulation 2019.*

Note 4. *Section 64A of the Act provides that a smoke alarm includes a heat alarm.*

- (b) The tenant agrees:
 - (1) to notify the landlord if a repair or a replacement of a smoke alarm is required, including replacing a battery in the smoke alarm, and
 - (2) that the tenant may only replace a battery in a battery-operated smoke alarm, or a back-up battery in a hardwired smoke alarm, if the smoke alarm has a removable battery or a removable back-up battery, and
 - (3) to give the landlord written notice, as soon as practicable if the tenant will carry out and has carried out a repair or replacement, or engages a person to carry out a repair or replacement, in accordance with clauses 15–17 of the Residential Tenancies Regulation 2019.

Note. *Clauses 22(b)(2) and 22(b)(3) do not apply to tenants under social housing tenancy agreements or tenants of premises that comprise or include a lot in a strata scheme (within the meaning of the Strata Schemes Management Act 2015) if the owners corporation is responsible for the repair and replacement of smoke alarms in the residential premises.*

- (c) The landlord and the 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.

Note. *The regulations made under the Environmental Planning and Assessment Act 1979 provide that it is an offence to remove or interfere with the operation of a smoke alarm or a heat alarm in particular circumstances.*

23 Swimming pools

- ~~(a) The landlord agrees to ensure that the requirements of the Swimming Pools Act 1992 have been complied with in respect of the swimming pool on the residential premises.~~
 - ~~(b) The landlord agrees to ensure that at the time that this residential tenancy agreement is entered into:
 - ~~(1) the swimming pool on the residential premises is registered under the *Swimming Pools Act 1992* and has a valid certificate of compliance under that Act or a relevant occupation certificate within the meaning of that Act, and~~
 - ~~(2) a copy of that valid certificate of compliance or relevant occupation certificate is provided to the tenant.~~~~
- ~~**Note.** A swimming pool certificate of compliance is valid for 3 years from its date of issue.~~

24 Loose-Fill Asbestos Insulation

The landlord agrees:

- (a) if, at the time that this residential tenancy agreement is entered into, the premises have been and remain listed on the LFAI Register, the tenant has been advised in writing by the landlord that the premises are listed on that Register, or
- (b) if, during the tenancy, the premises become listed on the LFAI Register, to advise the tenant in writing, within 14 days of the premises being listed on the Register, that the premises are listed on the Register.

25 Combustible cladding

The landlord agrees that if, during the tenancy, the landlord becomes aware of any of the following facts, the landlord will advise the tenant in writing within 14 days of becoming aware of the fact:

- (a) that the residential premises are part of a building in relation to which a notice of intention to issue a fire safety order, or a fire safety order, has been issued requiring rectification of the building regarding external combustible cladding,
- (b) that the residential premises are part of a building in relation to which a notice of intention to issue a building product rectification order, or a building product rectification order, has been issued requiring rectification of the building regarding external combustible cladding,
- (c) that the residential premises are part of a building where a development application or complying development certificate application has been lodged for rectification of the building regarding external combustible cladding.

26 Significant health or safety risks

The landlord agrees that if, during the tenancy, the landlord becomes aware that the premises are subject to a significant health or safety risk, the landlord will advise the tenant in writing, within 14 days of becoming aware, that the premises are subject to the significant health or safety risk and the nature of the risk.

27 Electronic service of notices and other documents

The landlord and the tenant agree:

- (a) to only serve any notices and any other documents, authorised or required by the *Residential Tenancies Act 2010* or the regulations or this agreement, on the other party by email if the other party has provided express consent, either as part of this agreement or otherwise, that a specified email address is to be used for the purpose of serving notices and other documents, and
- (b) to notify the other party in writing within 7 days if the email address specified for electronic service of notices and other documents changes, and
- (c) that they may withdraw their consent to the electronic service of notices and other documents at any time, by notifying the other party in writing, and
- (d) if a notice is given withdrawing consent to electronic service of notices and other documents, following the giving of such notice, no further notices or other documents are to be served by email.

28 Break fee for fixed term of not more than 3 years

(a) The tenant agrees that, if the tenant ends the residential tenancy agreement before the end of the fixed term of the agreement, the tenant must pay a break fee of the following amount if the fixed term is not more than 3 years:

- (1) 4 weeks rent if less than 25% of the fixed term has expired,
- (2) 3 weeks rent if 25% or more but less than 50% of the fixed term has expired,
- (3) 2 weeks rent if 50% or more but less than 75% of the fixed term has expired,
- (4) 1 week's rent if 75% or more of the fixed term has expired.

This clause does not apply if the tenant terminates a fixed term residential tenancy agreement for a fixed term of more than 3 years or if the tenant terminates a residential tenancy agreement early for a reason that is permitted under the Residential Tenancies Act 2010.

Note. *Permitted reasons for early termination include destruction of residential premises, breach of the agreement by the landlord and an offer of social housing or a place in an aged care facility, and being in circumstances of domestic violence. Section 107 of the Residential Tenancies Act 2010 regulates the rights of the landlord and tenant under this clause.*

- (b) The landlord agrees that the compensation payable by the tenant for ending the residential tenancy agreement before the end of the fixed term of not more than 3 years is limited to the amount specified in clause 28(a) and any occupation fee payable under the Residential Tenancies Act 2010 for goods left on the residential premises.

Note. *Section 107 of the Residential Tenancies Act 2010 also regulates the rights of landlords and tenants for a residential tenancy agreement with a fixed term of more than 3 years.*

29 Additional terms

Additional terms are specified in Schedule 1 to this agreement.

30 Additional term—pets

- (a) ~~The landlord agrees that the tenant may keep the following animals on the residential premises:~~
- (b) ~~The tenant agrees:~~
- ~~(1) to supervise and keep the animal within the premises, and~~
 - ~~(2) to ensure that the animal does not cause a nuisance, or breach the reasonable peace, comfort or privacy of neighbours, and~~
 - ~~(3) to ensure that the animal is registered and micro-chipped if required under law, and~~
 - ~~(4) to comply with any council requirements.~~
- (c) ~~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.~~

Notes.

1. Definitions

In this agreement:

Term	Meaning
landlord	the person who grants the right to occupy residential premises under this agreement, and includes a successor in title to the residential premises whose interest is subject to that of the tenant.
landlord's agent	a person who acts as the agent of the landlord and who (whether or not the person carries on any other business) carries on business as an agent for: 1 the letting of residential premises, or 2 the collection of rents payable for any tenancy of residential premises.
LFAI Register	the register of residential premises that contain or have contained loose-fill asbestos insulation that is required to be maintained under Division 1A of Part 8 of the <i>Home Building Act 1989</i> .
rental bond	money paid by the tenant as security to carry out this agreement.
residential premises	any premises or part of premises (including any land occupied with the premises) used or intended to be used as a place of residence.
tenancy	the right to occupy residential premises under this agreement.
tenant	the person who has the right to occupy residential premises under this agreement, and includes the person to whom such a right passes by transfer or operation of the law and a sub-tenant of the tenant.

2. Continuation of tenancy (if fixed term agreement)

Once any fixed term of this agreement ends, the agreement continues in force on the same terms as a periodic agreement unless the agreement is terminated by the landlord or the tenant in accordance with the *Residential Tenancies Act 2010* (see notes 3 and 4). Clause 4(a) of this agreement provides for rent to be able to be increased if the agreement continues in force.

3. 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.

4. 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.

5. Other grounds for ending agreement

The Residential Tenancies Act 2010 also authorises the landlord and the tenant to end this agreement on other grounds. The grounds for the landlord ending the agreement include sale of the residential premises requiring vacant possession, breach of this agreement by the tenant, due to hardship or if the agreement is frustrated because the premises are destroyed, become wholly or partly uninhabitable or cease to be lawfully usable as a residence or are appropriated or acquired by any authority by compulsory process.

The grounds for the tenant include breach by the landlord of information disclosure provisions under section 26 of the Act (not revealed when this agreement was entered into), breach of this agreement by the landlord, due to hardship or if the agreement is frustrated because the premises are destroyed, become wholly or partly uninhabitable or cease to be lawfully usable as a residence or are appropriated or acquired by any authority by compulsory process.

For more information refer to that Act or contact NSW Fair Trading on 13 32 20.

6. Warning

It is an offence for any person to obtain possession of the residential premises without an order of the NSW Civil and Administrative Tribunal if the tenant does not willingly move out. A court can order fines and compensation to be paid for such an offence.

Signing page

Executed as an agreement

Note. Section 9 of the *Electronic Transactions Act 2000* allows for agreements to be signed electronically in NSW if the parties consent. If an electronic signature is used then it must comply with Division 2 of Part 2 of the *Electronic Transactions Act 2000*.

Landlord/agent

Signed by

sign here ►

Landlord/agent

print name

The landlord acknowledges that, at or before the time of signing this residential tenancy agreement, the landlord has read and understood the contents of an information statement published by NSW Fair Trading that sets out the landlord's rights and obligations.

Signature of landlord:

Date:

Tenant

Signed by

sign here ►

cDigitalRegoSignature»

Tenant

print name

The tenant acknowledges that, at or before the time of signing this residential tenancy agreement, the tenant was given a copy of an information statement published by NSW Fair Trading.

Signature of tenant:

Date:

cDigitalRegoSignature»

For information about your rights and obligations as a landlord or tenant, contact:

(a) NSW Fair Trading on 13 32 20 or

www.fairtrading.nsw.gov.au, or

(b) Law Access NSW on 1300 888 529 or

www.lawaccess.nsw.gov.au, or

(c) your local Tenants Advice and Advocacy Service at www.tenants.org.au.

Schedule 1 – Additional Terms

This Schedule 1 details additional terms to the Tenancy Agreement made between the Landlord and the Tenant.

1 DEFINITIONS AND INTERPRETATION

1.1 Definitions

With respect to Schedule 1 of the Tenancy Agreement, the following terms shall have the following meanings:

Act means the *Residential Tenancies Act 2010 (NSW)*;

Additional Terms means the additional terms as set out in this Schedule 1 and forming part of the Tenancy Agreement;

Apartment Common Areas means all areas in a multi-bed apartment for shared use by the occupiers of the multi-bed apartment;

Bond means the amount payable and manner of payment specified in item 8 in the Standard Terms;

Check-In Date means the date on which the Tenant physically checks-in to the Residential Premises, which may be different from the Start Date;

Common Areas means all areas which are provided within the Location for shared use by the occupiers of the Location;

End Date means the date on which the Tenancy Agreement expires and the date on which the Tenant must vacate the Residential Premises, as specified in item 6 in the Standard Terms;

Guidelines means all guidelines of the Landlord issued from time to time which may impact upon the Tenant's use and occupation of the Location including but not limited to induction materials and the resident handbook, copies of which are provided at the Location and may be made available on request;

Location means the accommodation facility at the address at which the Residential Premises is located, as specified in item 5 in the Standard Terms;

Personal Information has the meaning given by the Privacy Act;

Premises Items means the furniture and contents in the Residential Premises as specified in Attachment 1, Part A;

Privacy Act means the Privacy Act 1988 (Cth) including the privacy principles applicable to the private sector (being the Australian Privacy Principles);

Property Manager means the person appointed by the Landlord to act as property manager;

Property Management means the Property Manager, and any such other senior member of staff as may be designated as such by the Landlord from time to time;

Rent means the amount payable and manner of payment specified in clause 3 in the Standard Terms;

Residential Premises means the residential premises specified in item 5 in the Standard Terms;

Shared Items means those items detailed in Attachment 1 and any other items within the Common Areas provided for use by the occupiers of the Location, such items which may be amended by the Landlord from time to time; and

Standard Terms means the standard terms forming part of the Tenancy Agreement;

Start Date means the commencement of the Term from which the Tenant is entitled to start occupying the Residential Premises, as specified in item 6 in the Standard Terms;

Tenancy Agreement means this residential tenancy agreement including these Additional Terms; and

Term means the period from the Start Date to the End Date inclusive as specified in item 6 in the Standard Terms.

1.2 Interpretation

Any obligation on the part of the Tenant shall where appropriate include a further obligation to ensure the Tenant's visitors comply with it.

2 THE TENANT'S OBLIGATIONS

2.1 Shared Items

The Tenant agrees to:

- (a) not remove any of the Premises Items from the Residential Premises or the Shared Items from the Common Areas;
- (b) not litter or obstruct the use of the Common Areas;
- (c) use the Common Areas, Shared Items and Premises Items in a responsible and careful manner and for the purpose(s) they were designed to be used;
- (d) pay to the Landlord the reasonable cost of repairing any damage to the Residential Premises and/or replacing any of the Premises Items as often as such damage occurs; and pay to the Landlord the reasonable cost of repairing any damage to the Common Areas and/or replacing any of the
- (e) Shared Items, or a reasonable percentage of such cost if damage is caused by the Tenant alone or in conjunction with other residents, but excluding fair wear and tear.

2.3 Inspections and cleaning

- (a) The Tenant agrees to allow the Property Manager (or its designated agents) access to the Residential Premises to conduct inspections of the Residential Premises as permitted under the Act.
- (b) The Tenant agrees to allow the Property Manager (or its designated agents) to take photos of the Residential Premises during inspections for the Property Manager's records.
- (c) If the Property Manager deems the Residential Premises unsanitary, the Property Manager may issue a notice to the Tenant requiring the Tenant to:
 - (1) remedy the situation within the timeframe stated in the notice (or as otherwise stipulated in the Act); or
 - (2) cover the reasonable costs of the Property Manager arranging for the Residential Premises to be cleaned.
- (d) If the Property Manager deems that the Tenant has failed to satisfactorily comply with clause 2.3(c) in the Additional Terms, the failure may result in the Landlord:
 - (1) issuing a notice of breach of agreement in accordance with the Act; or
 - (2) remedying the situation at the Tenant's cost.

2.4 Nuisance

The Tenant agrees to and ensure that its guests agree to:

- (a) not keep or use anywhere in the Location drugs or other items of which the possession or use is prohibited by statute;
- (b) not smoke, or permit any smoking, within the Residential Premises or the Location; and
- (c) only consume alcohol in the permitted areas of the Location and at the permitted times in accordance with the Guidelines.

2.5 Other requirements

The Tenant agrees to:

- (a) comply with the terms of the Guidelines, copies of which the Tenant acknowledges receiving on or prior to the Check-In Date;
- (b) comply with all reasonable requests or instructions relating to the use and occupation of the Location which may be issued from time to time by any member of the Property Management and any officer of the emergency services in attendance;

- (c) not give, lend or make a copy of any keys, swipe cards and/or fobs without the prior written consent of the Landlord;
- (d) subject to the Act, pay to the Landlord the reasonable cost of replacing any keys, swipe cards and/or fobs; and
- (e) not do anything at the Location or using the Premises Items or Shared Items which violates any local, state or federal laws.

2.6 End of Tenancy Agreement

- (a) When this Tenancy Agreement comes to an end (however that may be), the Tenant agrees to:
 - (1) subject to the Act, no less than [2 weeks] prior to the date the Tenant intends to vacate the Residential Premises, arrange for the Residential Premises (except the carpet) to be professionally cleaned and provide evidence of the professional cleaning to the Property Manager;
 - (2) no less than [1 week] prior to the date the Tenant intends to vacate the Residential Premises, notify the Property Manager to conduct an inspection of the Residential Premises and the Premises Items;
 - (3) accompany the Property Manager on an inspection of the Residential Premises and Premises Items and countersign the completed condition report upon completion of such inspection (if the Tenant fails to accompany the Property Manager on the inspection, the Property Manager will conduct the inspection in the absence of the Tenant). The Tenant is entitled to endorse the condition report with comments on its accuracy;
 - (4) vacate the Residential Premises and remove all belongings from the Location (including, but not limited to, any fixtures, alterations, additions or renovations installed by or on behalf of the Tenant), and leave the Residential Premises and Premises Items in the same state and condition as at the Check-In Date, fair wear and tear excepted; and
 - (5) give to the Property Manager all keys, swipe cards and/or fobs to the Location and the Residential Premises, including any car park stickers issued to the Tenant. Subject to the Act, the Tenant must pay the Landlord a reasonable administrative /replacement charge on demand (calculated at the absolute discretion of the Landlord) for any such item not returned.
- (b) If the Property Manager deems the Residential Premises are not in the same state and condition as at the Check-In Date (fair wear and tear excepted), the Property Manager may issue a notice to the Tenant requiring the Tenant to:
 - (1) remedy the situation within the timeframe stated in the notice (or as otherwise stipulated in the Act); or
 - (2) subject to the Act, cover the reasonable costs of the Property Manager arranging for the Residential Premises to be cleaned.

- (c) The Tenant acknowledges that, if requested by the Tenant, the Landlord can arrange for the Residential Premises to be professionally cleaned on behalf of the Tenant (at the cost of the Tenant).

2.7 Keep the Property Management informed

The Tenant agrees to inform the Property Management, in writing, of:

- (a) any damage to the Residential Premises, the Location, Premises Items or Shared Items as soon as it is discovered and in any event no later than 48 hours after it occurs or is identified;
- (b) the Tenant's contact details and the Tenant's emergency contact person's details in the event of an emergency; and
- (c) the Tenant's forwarding address on vacation of the Location.

3 ADDITIONAL MATTERS

3.1 Exclusive Possession

The Tenant's right to occupy the Residential Premises is on an exclusive basis.

3.2 Surveillance equipment and images

- (a) The Landlord discloses and the Tenant acknowledges that closed circuit television (CCTV) cameras, data sensors, foot traffic counters and other surveillance equipment added by the Landlord from time to time (Surveillance Equipment) may be installed in or around the Common Areas and the Location, but excluding the Residential Premises.
- (b) The Tenant acknowledges that the Tenant's image may be captured by the Surveillance Equipment and the Tenant consents to the use of the Surveillance Equipment in or around the Common Areas and the Location.
- (c) The Tenant acknowledges and agrees that the Landlord may use any images or recordings of the Tenant's for advertising purposes.

3.3 Landlord not liable

- (a) Subject to the Act, the Landlord shall have no liability to the Tenant for any loss, expense, damage or theft (howsoever arising) under or in connection with this Tenancy Agreement, or by virtue of any act or omission of the Property Management or any member thereof, except where any such loss, expense, damage or theft is caused by any negligent act or omission by the Landlord, the Property Management or the Landlord's agents;
- (b) If the Landlord is found to be liable to the Tenant, the Landlord's liability to the Tenant shall be limited to any payments actually paid by the Tenant to the Landlord.

3.4 Release

To the fullest extent permitted by law and subject to the Act, the Tenant releases the Landlord from all claims, injury, loss or damage of any nature that the Tenant or any invitee of the Tenant might suffer or sustain:

- (a) whilst in the Location;
- (b) arising from or in connection with the Tenant's use of the Residential Premises, Apartment Common Areas (if applicable), the Common Areas or any of the facilities or services at the Location; or
- (c) arising from or in connection with any act or omission of another resident.

3.5 Emergency

- (a) The Tenant acknowledges that the Landlord and/or the Property Management may contact the Tenant's emergency contact person in the event of an emergency.
- (b) The Tenant acknowledges and agrees that the Landlord and/or the Property Management may provide Personal Information concerning the Tenant's health and safety or any other information that is required in an emergency to the Tenant's emergency contact person, authorities, the Tenant's educational institution and health professionals.

4 Multi-bed apartment

Where the Residential Premises is located within a multi-bed apartment, the Tenant acknowledges and agrees that:

- (a) the Tenant's right to occupy the Residential Premises is on an exclusive basis;
- (b) the Tenant's right to occupy the Apartment Common Areas is on a non-exclusive shared basis with the other tenants of the multi-bed apartment;
- (c) the Landlord may, at any time during the Term grant a right of occupancy to additional residents to occupy other rooms within the apartment;
- (d) if any other person is entitled to occupy the apartment in accordance with clause 4(c) in the Additional Terms:
 - (1) the Tenant's Bond or Rent will not be varied or affected; and
 - (2) this Tenancy Agreement will continue in full force and effect;
- (e) the Tenant must at all times behave in an appropriate manner as to not cause any disturbance, distress, annoyance or inconvenience to another occupier of the apartment; and
- (f) a reference in this Tenancy Agreement to Tenant's obligations in relation to Common Areas, includes the Apartment Common Areas.

Premises Items and Shared Items

Part A - Premises Items

- As per entry condition report

Part B - Shared Items

- All common area items located in all the Common Areas (including open lounge, outdoor terraces, gym, cinema, games area, lounge, common kitchen, BBQ pits, parcel lockers, study areas and rooms, laundry room and bicycle storage) and throughout building corridors and any other items issued by the Landlord or the Property Management for resident use.

Y Community Experience Program (Y-CEP)

Waiver of Liability and Hold Harmless Agreement

- (a) In consideration for receiving permission to participate in the trip to all Y-CEP Events, the Tenant hereby releases, waives, discharges and covenants not to bring any claim against the Landlord, its officers, agents, servants or employees (hereinafter referred to as releasees) from any and all liability, claims, demands, actions and causes of action whatsoever arising out of or related to any loss, damage, or injury, including death, that may be sustained by me, or any of the property belonging to me, whether caused by the negligence of the releasees, or otherwise, while participating in such activity, or while in, on or upon the premises where the activity is being conducted.
- (b) The Tenant is fully aware of the possible risks involved and hazards connected with these activities, including but not limited to travel risks. I hereby elect to voluntarily participate in said activity with full knowledge that said activity may be hazardous to me and my property. The Tenant voluntarily assumes full responsibility for any risks of loss, property damage or personal injury, including death that may be sustained, or any loss or damage of property owned, as a result of being engaged in such activity, whether caused by the negligence of releasees or otherwise.
- (c) In signing this release, the Tenant acknowledges and represents that it has read the above terms and fully understands them, has had an opportunity to clarify or request any amendments and has approved of the terms voluntarily. No oral representations, statements, or inducements have been made. I am at least eighteen (18) years of age and fully competent; and I execute this Release for full, adequate and complete consideration fully intending to be bound by same.

	Tenant
	Signed, sealed and delivered by
<i>sign here ►</i>	<div style="border: 1px solid black; padding: 5px; min-height: 80px;"> cDigitalRegoSignature» </div>
<i>print name</i>	

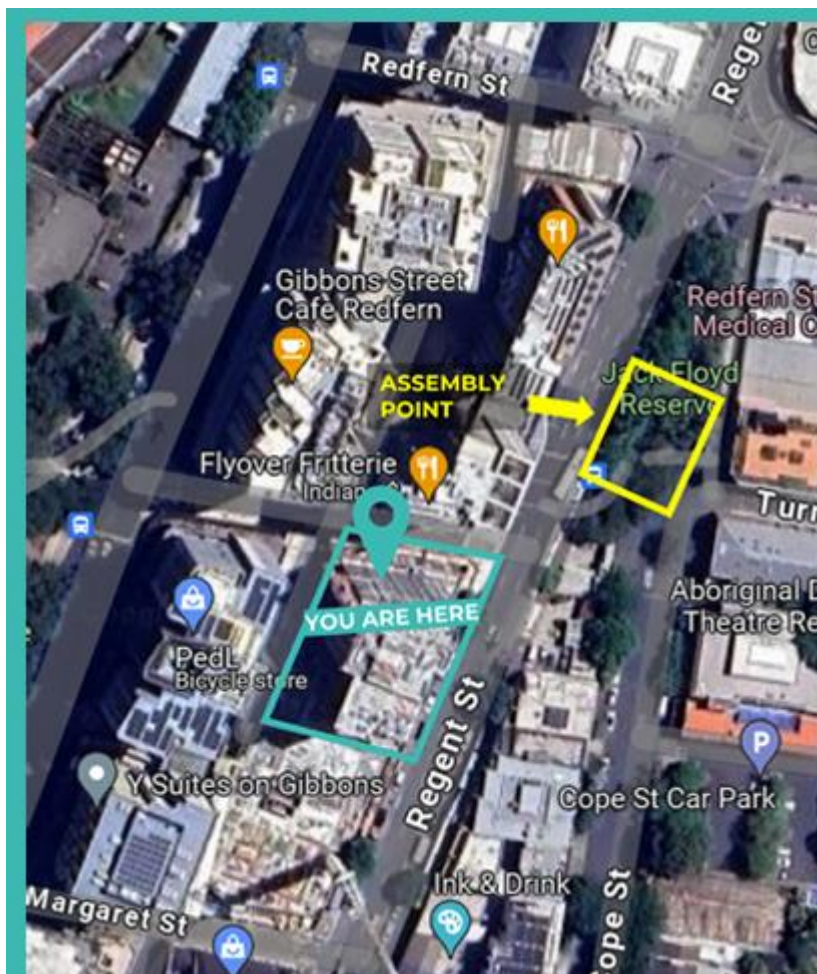
Fire Evacuation Acknowledgement Document

In the event of a fire or emergency, a siren and a voice with instructions will be broadcasted throughout the building. You must follow the directions given to and not bring along anything with me. You must proceed immediately to the nearest fire stairs, go straight down to the bottom of the stairs and exit through the fire door to the ground floor.

The meeting point is at Jack Floyd Reserve 17 Cope St, and you should not wait around with other people at any other area.

In the event of an emergency, **DO NOT USE THE LIFT**, only the fire stairs should be used, and nothing is to be put up against the door to hold it open at any time.

Fire Evacuation Meeting Point



In the case there is a fire evacuation, I am to follow the safety guidelines as stated above that I will follow and that I understand the fire evacuation diagram provided to me.