

Residential Sublease Agreement

This Residential Sublease Agreement is made and entered into by and between the Proprietor and the Sub Tenant. This Agreement is subject to the approval of the Landlord and governed by the Residential Tenancies Act 2010 (NSW).

1. Parties

Proprietor:
Sub Tenant Name:
Premises Address:

The sub tenant's room is: unfurnished ☐ furnished ☐ (if furnished, an inventory can be attached)

Other areas of the premises which are available for use by the sub tenant:

Kitchen/s ☐ Bathroom/s ☐ Common room ☐ Laundry ☐

Other:

2. Term of Contract

Commencement Date	End Date	Rent including bills (gas, water, internet, electricity)	To be paid
		\$ per week	Once every 4 weeks in advance

3. Bond

The Proprietor agrees that no bond is required from the sub tenant under this Sublease Agreement. The sub tenant will not be required to pay any bond in relation to their occupancy of the premises.

4. Use of Premises

The sub tenant agrees to use the premises solely for residential purposes and shall not:

- Smoke indoors;
- Wear outdoor shoes indoors;
- The Subtenant must not keep or allow any animal or pet of any kind on the premises (including in the room and shared areas) without the prior written consent of the Proprietor;
- Drill or make holes in the walls without prior written consent from the Proprietor;
- Have more than one heater in the room;
- Install an air conditioner without written permission of Proprietor.

6. Maintenance and Repairs

The sub tenant shall keep the premises clean and in good condition and shall promptly notify the Proprietor of any damage or required repairs.

7. Termination

Given the short-term nature of this sublease, early termination by either party is not permitted except under exceptional circumstances (such as a breach of this agreement or with mutual written consent).

Both the Proprietor and the sub-tenant agree to remain bound by the terms of this sublease for the full duration specified in Clause 2 (Term of contract).

8. Agreement Terms

1. Condition of the Premises

The proprietor agrees to provide and maintain the premises so that they are in a reasonable state of repair and reasonably secure.

The sub tenant agrees to be financially responsible for the repair or replacement of any damage to the premises, furnishings, or appliances that is caused willfully or negligently by the sub tenant or their guests.

2. House Rules

The sub tenant agrees to comply with the House Rules of the premises. A copy of the House Rules will be provided to the Sub Tenant upon request.

3. Inspections and Access

The Proprietor may inspect common areas at any reasonable time. Repairs, cleaning and maintenance of common areas can be carried out at reasonable times.

The Proprietor may only enter the sub tenant's room, at a reasonable time, with reasonable notice and on reasonable grounds. Agreed access and notice periods are set out below. If the third column is left blank, the suggested notice periods set out in the second column will apply.

Reason for Access	Suggested Notice Period	Notice to be given under this occupancy agreement
In an emergency, or to carry out emerge repairs or inspections	Immediate access	Immediate access*
To clean the premises	24 hours	
To carry out repairs	24 hours	
To show the room to a prospective resident	24 hours	
To carry out inspections	48hours	

* Immediate access is likely to be necessary in this situation for safety reasons.

4. Notice of Increases

The sub tenant is entitled to 60 days written notice of any increase in the rent.

5. Dispute Resolution

The Proprietor and the sub tenant agree to use their best endeavors to informally resolve any disputes between them through reasonable discussion and negotiation.

6. Termination

The sub tenant is entitled to know why and how this Sublease Agreement may be terminated, and how much notice will be given before termination. The sub tenant may not be evicted without reasonable written notice from the Proprietor.

This Agreement can also be terminated by the sub tenant by written notice given to the Proprietor. Agreed reasons for termination and notice periods are set out below. If the third column is left blank, the suggested notice periods set out in the second column will apply.

Reason for Termination by Proprietor	Suggested Notice Period	Notice to be given under this occupancy agreement
Violence or threats of violence towards anyone living or working in or visiting the premises	Immediate	Immediate*
Willfully causing damage to the premises, or using the premises for an illegal purpose	1 day	
Continued and serious breach of this Agreement or the house rules, following a written warning	3 days	
Continued minor breach of this Agreement or the house rules, following a written warning	1 week	
Non-payment of the occupancy fee	1 week	
Any other reason, including vacant possession required and "no grounds" termination	Not before end date	

*Immediate termination is likely to be necessary in this situation in order to protect other residents.

Reason for Termination by sub tenant	Suggested Notice Period	Notice to be given under this occupancy agreement
Serious breach of agreement by Proprietor	1 day	
Continued minor breach of agreement by Proprietor	1 week	
No grounds/Any other reason	Not before end date	

7. Use of the Premises

The sub tenant agrees not to willfully or negligently cause damage to the premises or to use the premises for an illegal purpose and to respect other residents' rights to quiet enjoyment of the premises.

Rent is to be paid to:

Account Name:

Bank: BSB: Account Number: Reference:

8. Signatures

Proprietor Signature: _____ Date: _____

Sub Tenant Signature: _____ Date: _____

OPTIONAL INFORMATION (The resident may provide contact details to be used in an emergency)	
PERSONAL PHONE No/s:	
<i>EMERGENCY CONTACT PERSON:</i>	
NAME:	RELATIONSHIP:
PHONE and/or ADDRESS:	

Schedule of additional charges

Item	Amount	When due to be paid	How calculated
Overnight guest – Proprietor must be notified if a guest stays longer than 2 nights	5 AUD in cash	Upfront	Per night
Loss of keys – when moving in, 1 room key and 1 house key are handed over	50 AUD in cash	Handover of new key	Per key
Cleaning fee when moving out	50 AUD in cash		
The first week of rent is to be paid within 5 days after signing the contract to finally secure the room			
If bills exceed the average amount of the same quarter last year by more than 15%, the extra amount is to be covered by the tenants. Energy price increases will be taken into account.			

NOTE:

This schedule forms part of the Occupancy Agreement when signed and dated by both parties.

Signatures

Proprietor Signature: _____ Date: _____

Sub Tenant Signature: _____ Date: _____