

# **RESIDENTIAL TENANCY AGREEMENT**

This agreement is the **standard form of residential tenancy agreement prescribed by NSW Fair Trading under the Residential Tenancies Act 2010 (NSW) and the Residential Tenancies Regulation 2019 (NSW)**.

## **1. PARTIES TO THE AGREEMENT**

**Landlord (Lessor):** \_\_\_\_\_

Address for service: \_\_\_\_\_

Phone / Email: \_\_\_\_\_

**Tenant(s) (Lessee):** \_\_\_\_\_

Additional Tenant(s): \_\_\_\_\_

Phone / Email: \_\_\_\_\_

## **2. PREMISES**

The Landlord agrees to rent to the Tenant the residential premises at: **58 Brook Street, Coogee NSW**

**Type of premises:**

House / Semi-detached dwelling  
 Unit / Apartment  
 Other: \_\_\_\_\_

The premises are to be used **only as a residence**.

## **3. TERM OF THE AGREEMENT**

This agreement is:

**Fixed-term agreement**

Start date: \_\_\_\_ / \_\_\_\_ / \_\_\_\_

End date: \_\_\_\_ / \_\_\_\_ / \_\_\_\_

**Periodic agreement** (no fixed end date)

## **4. RENT**

- **Rent: \$1200 per week**
- **How rent is to be paid:** into nominated Bank Account
- **When rent is payable:** Fortnightly in advance
- **Date rent is due:** 1<sup>st</sup> and 14<sup>th</sup> day of each month

The Landlord must not require more than **2 weeks' rent in advance**. Rent increases must comply with the Residential Tenancies Act 2010 (NSW), including required written notice.

## **5. RENT RECEIPTS AND RECORDS**

The Landlord or agent must provide receipts for rent paid unless rent is paid by a method that automatically provides a record.

## **6. BOND**

- **Bond amount:** \$2,400 (2 week's rent)

The bond must be lodged with **NSW Fair Trading (Rental Bonds Online)** within the required time frame and handled in accordance with the Act.

## **7. CONDITION REPORT**

A completed **Condition Report** will be provided at or before the start of the tenancy. The Tenant must return the completed report within **7 days**.

## **8. UTILITIES AND OTHER CHARGES**

The Tenant is responsible for paying:

- Electricity & Gas (payable quarterly as per billable amount)

The Landlord is responsible for council rates, land tax, and strata levies (if applicable).

## **9. REPAIRS AND MAINTENANCE**

The Landlord must:

- Provide the premises in a reasonable state of repair
- Maintain the premises during the tenancy

The Tenant must:

- Notify the Leasing agent of any damage or need for repairs
- Take reasonable care of the premises

Urgent repairs must be dealt with in accordance with the Act.

## **10. ALTERATIONS AND ADDITIONS**

The Tenant must not make alterations, additions, or renovations without the Landlord's written consent, except where permitted by law.

## 11. ACCESS TO THE PREMISES

The Landlord or agent may enter the premises only for lawful reasons and with the required notice under the Residential Tenancies Act 2010 (NSW).

## 12. ASSIGNMENT AND SUBLetting

The Tenant must not assign or sublet the premises without the Landlord's written consent, except where permitted by law.

## 13. TERMINATION AND VACATING

This agreement may be terminated only in accordance with the Residential Tenancies Act 2010 (NSW), including required notice periods.

At the end of the tenancy, the Tenant must leave the premises reasonably clean and return all keys and access devices.

## 14. SPECIAL CONDITIONS (SECTION 19 – ADDITIONAL TERMS)

The following additional terms form part of this agreement. These terms are intended to be consistent with the Residential Tenancies Act 2010 (NSW).

### 14.1 Pets

- Pets are permitted **only with the Landlord's written consent**.
- Consent must not be unreasonably refused.
- The Tenant is responsible for any damage or cleaning required as a result of keeping a pet.

### 14.2 Lawn and Garden Maintenance

- The Tenant must keep lawns mowed, gardens weeded, and outdoor areas tidy during the tenancy.
- The Landlord remains responsible for major tree lopping, structural garden work, and initial garden condition.

### 14.3 Professional Cleaning

- At the end of the tenancy, the Tenant must leave the premises in a **clean condition**, as is evident in video and photos taken at the time of the lease commencement.
- Where carpets were professionally cleaned immediately prior to the tenancy, the Tenant agrees to arrange **professional carpet cleaning** upon vacating, if not in the same condition as the lease commencement and provide a receipt.

## **14.4 Break Fee (Fixed-Term Agreements Only)**

If the Tenant ends a fixed-term agreement early:

- **Less than 25% of the fixed term expired:** Break fee equal to **4 weeks' rent**
- **25%–50% expired:** Break fee equal to **3 weeks' rent**
- **50%–75% expired:** Break fee equal to **2 weeks' rent**
- **More than 75% expired:** Break fee equal to **1 week's rent**

This break fee is agreed as compensation under the Residential Tenancies Act 2010 (NSW).

## **15. SIGNATURES**

By signing, the parties agree to this Residential Tenancy Agreement

By signing, the parties agree to this Residential Tenancy Agreement and acknowledge receipt of the **Tenant Information Statement**.

**Landlord / Agent Signature:** \_\_\_\_\_ Date: \_\_\_\_ / \_\_\_\_ / \_\_\_\_

**Tenant Signature:** \_\_\_\_\_ Date: \_\_\_\_ / \_\_\_\_ / \_\_\_\_

**Additional Tenant Signature:** \_\_\_\_\_ Date: \_\_\_\_ / \_\_\_\_ / \_\_\_\_