

OTHER CONDITIONS REFERRED TO IN ITEM I OF THE RESIDENTIAL TENANCY AGREEMENT SCHEDULE AND 6.
OTHER CONDITIONS OF THE RESIDENTIAL TENANCY AGREEMENT TERMS AND CONDITIONS

1. Upon vacating the property, the tenant agrees to, at their expense, have the carpets and the upholstery of any furniture included as part of the tenancy, steam cleaned by a professional carpet or furniture upholstery cleaning company.
2. If, in the opinion of landlord or his agent, any part of the property (including windows, flyscreens, ovens, bathrooms, carpets and furniture upholstery) requires professional cleaning upon the tenant vacating the property, the landlord reserves the right to have the property, or any part thereof, professionally cleaned at the expense of the tenant. The tenant agrees to pay to the landlord the cost of such cleaning within seven (7) days of the landlord or the landlords agent rendering an account to the tenant.
3. If, in the opinion of the landlord or his agent, the lawns or garden areas of the property are not being satisfactorily maintained by the tenant, the landlord or his agent may employ professional services to maintain such lawns or garden areas at the expense of the tenant. The tenant agrees to pay to the landlord the cost of such professional services within seven (7) days of the landlord or the landlords agent rendering an account to the tenant.
4. The tenant agrees not to use 'Blu-tack' or adhesive tape on the walls, ceilings, woodwork or any other part of the property. The tenant agrees not to insert nails, screws, hooks, plugs or any other things into the walls or make alterations, additions, physical or structural changes to the property without the prior permission of the landlords agent. Should the tenant breach this condition, the landlord reserves the right to have any affected walls, ceilings, woodwork or any other part of the property professionally restored to the same condition that applied at the commencement of the tenancy at the expense of the tenant. The tenant agrees to pay to the landlord the cost of such restoration within seven (7) days of the landlord or the landlords agent rendering an account to the tenant.
5. The tenant agrees to advise the landlords agent, in writing, within fourteen (14) days of the commencement of the tenancy, the telephone number allocated to the property. The tenant also agrees to advise the landlords agent, in writing, within fourteen (14) days of any change in the tenant's business hours, home or mobile telephone number.
6. The tenant acknowledges that regular three (3) monthly inspections of the property will be conducted throughout the term of the tenancy. The tenant will not deny free and unrestricted access to the property by the agent for the purpose of conducting an inspection during the times specified by the agent in the notice of the inspection.
7. Where the tenant presents a cheque in payment of any rent, fee, charge, reimbursement or other expense payable by the tenant and that cheque is dishonoured by the tenants bank, all bank fees and charges incurred by the agent (currently \$66.00, but subject to change without notice) in respect to the tenants dishonoured cheque will be payable by the tenant to the landlords agent within seven (7) days of the landlords agent rendering an account to the tenant.
8. Where the tenant makes a payment of any rent, fee, charge, reimbursement or other expense payable by the tenant into the agents trust account either by electronic funds transfer, using an agent numbered deposit book or by any other means and where the tenant does not provide an agent number reference or provides an incorrect reference, the agent will request a bank trace from the agents bank. All bank fees and charges in respect to the bank trace request (currently \$25.00, but subject to change without notice) will be payable by the tenant to the landlords agent within seven (7) days of the landlords agent rendering an account to the tenant.
9. Unless otherwise provided for in writing, no pets are to be kept on the premises.
10. If this agreement is for a period of more than six (6) months, then the landlord has the right to review the rent in accordance with the Residential Tenancies Act 1995, as amended.
11. Should the tenant misplace their key(s) to the property and require the agent to open the property for them, the tenant agrees to pay a "call-out" fee of \$110.00 to the agent within seven (7) days of the landlords agent rendering an account to the tenant. In the event of the tenant losing any or all of the keys provided to them at the commencement of the tenancy, the tenant shall be liable for all the costs incurred by the landlord or his agent in replacing the said key(s).
12. If during the term of the tenancy the tenant requires the agent to provide them with a replacement bank deposit book as a result of the tenant having lost or misplaced the bank deposit book provided to them at the commencement of the tenancy, or where the tenant does not return the bank deposit book to the agent at the conclusion of the tenancy, the tenant agrees to pay a "replacement" fee of \$11.00 to the agent within seven (7) days of the landlords agent rendering an account to the tenant.
13. The tenant agrees to report any repairs or maintenance problem as soon as practicable to the landlords agent during the agents normal business hours. Monday to Friday 9 a.m. – 5 p.m. Telephone 1300 309 209.
14. NO SMOKING is allowed at anytime within the premises.

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RESIDENTIAL TENANCY AGREEMENT TERMS AND CONDITIONS

1. INTERPRETATION

In this Agreement unless a contrary intention is apparent:

- 1.1. "the Agent", "the Landlord", "the Premises", "the Security Bond", "the Tenant", "the Term" are as identified or specified in the Schedule;
- 1.2. "the Act" means the Residential Tenancies Act 1995;
- 1.3. "the Ancillary Property" is as identified or specified in the Inspection Sheets;
- 1.4. "the Property" means the Premises and the Ancillary Property (if any);
- 1.5. "the Rent" means the rental amount specified in the Schedule as varied from time to time;
- 1.6. the singular includes the plural and vice versa and references to natural persons include Corporations and vice versa;
- 1.7. where more than one person is a party to this Agreement, the terms and conditions to be performed by them bind them all jointly and severally.

2. AGREEMENT TO RENT

The Landlord agrees to rent the Property to the Tenant on these terms and conditions.

3. TENANT'S OBLIGATIONS

- 3.1. Subject to the Act the Tenant must:-
 - 3.1.1. pay the Rent to the Agent in full;
 - 3.1.2. pay the Security Bond, as increased from time to time to the Agent;
 - 3.1.3. pay for all gas, oil, electricity and telephone together with rates and charges for water supply specified in the Schedule;
 - 3.1.4. keep the Property clean and secure, notify the Landlord or the Agent of any damage to the Property and report immediately to the Landlord or the Agent any breakdown or fault in the equipment, electrical or plumbing services in or to the Property;
 - 3.1.5. pay the cost of repair to "the Plumbing" (as defined in Clause 3.2.3) when damage to it is a result of a breach by the Tenant of this Agreement;
 - 3.1.6. keep the Property clear of rubbish; place household rubbish in a bin of the type approved by the local Council; put the bin out for collection on the day of collection and retrieve it as soon as possible after it has been emptied;
 - 3.1.7. maintain any garden that is part of the Property to at least the same standard as applied at the commencement of the Term;
 - 3.1.8. keep all drains clear;
 - 3.1.9. use the Premises solely as a place of residence;
 - 3.1.10. pay the cost of any repairs necessary because of damage to the Property as the result of an act or omission of the Tenant;
 - 3.1.11. allow the Landlord and/or the Agent to enter the Premises:-
 - 3.1.11.1. in the case of emergency;
 - 3.1.11.2. to inspect the Property or for any other purpose at any reasonable hour on not less than seven (7) nor more than fourteen (14) days prior written notice;
 - 3.1.11.3. at a previously arranged time but not more than once every week to collect the Rent;
 - 3.1.11.4. to carry out repairs or maintenance at any reasonable time after giving the Tenant not less than forty eight (48) hours notice;
 - 3.1.11.5. for the purpose of showing the Property to prospective tenants at any reasonable hour and on a reasonable number of occasions during a period of twenty eight (28) days prior to the end of the Term, after giving the tenant reasonable notice;
 - 3.1.11.6. for the purpose of showing the Property to prospective purchasers at any reasonable hour and on a reasonable number of occasions, after giving reasonable notice; and
 - 3.1.11.7. with the consent of the Tenant given at or immediately before the time of entry;
 - 3.1.12. return to the Agents office the completed Inspection Sheet required by the Regulations under the Act within fourteen (14) days of the commencement of the Term, together with details of any disputed item on that Inspection Sheet
 - 3.1.13. where the Property includes a swimming pool:-
 - 3.1.13.1. supply and bear the cost of all necessary labour chemicals and treatments to maintain the present condition of the swimming pool;
 - 3.1.13.2. observe any instructions from the landlord about the use or maintenance of the swimming pool;
 - 3.1.13.3. not drain the swimming pool without prior written consent of the landlord; and
 - 3.1.13.4. advise the Landlord or the Agent immediately upon becoming aware of any equipment being damaged or malfunctioning or of the condition of the pool deteriorating such that extraordinary remedial treatment is required
- 3.2. The tenant must not without the prior written consent of the Landlord:-
 - 3.2.1. use or cause or permit the Property to be used for an illegal or unauthorised purpose;
 - 3.2.2. intentionally or negligently cause or allow damage to the Property (including by driving nails, plugs or screws or fixing any adhesive material to any part of the Property)
 - 3.2.3. use any sink, basin, bath, lavatory, drain or similar facility (the Plumbing") in or connected to the Property for other than their intended purpose;
 - 3.2.4. damage the plumbing or the drainage or sewerage systems of the Property;
 - 3.2.5. affix any fixture or make any renovation alteration or addition to the Premises;
 - 3.2.6. remove or alter any fixture or device on or in the Property (except Tenants fixtures, unless removal of those fixtures would irreparably damage the premises);

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- 3.2.7. cause or permit a nuisance or any interference with the reasonable peace comfort or privacy of any person who resides in the immediate vicinity of the Property;
- 3.2.8. assign this Tenancy or sublet the Premises;
- 3.2.9. fix any television antenna to the Premises;
- 3.2.10. install any air-conditioning unit on or in the Premises;
- 3.2.11. keep any animals (including reptiles, mammals, birds, poultry or fish) on the Premises;
- 3.2.12. permit any bicycle or motor cycle to be brought into the living areas of the Premises or left anywhere in or near the Premises other than in an agreed parking place;
- 3.2.13. place any advertisement, notice or sign on or in the Premises;
- 3.2.14. interfere with any machinery, plant or equipment belonging to the Landlord on the Premises other than to operate it in accordance with the Landlord's or the manufacturer's instructions;
- 3.2.15. allow any person other than the intended occupants notified to the landlord prior to the commencement of this Agreement to remain on the Premises for more than fourteen (14) days; or
- 3.2.16. alter, remove or add any locks or other security devices in the Premises;
- 3.3. Where the Premises are a unit under the Strata Titles Act or are comprised in another form of multiple dwelling, the Tenant must not breach or permit a breach (in regard to a Strata Unit) of that Act or the Articles of the Strata Corporation made under that Act, or (in regard to other premises) of any articles or rules that apply and in particular must not:-
 - 3.3.1. park any motor vehicle in any place other than an allotted parking space;
 - 3.3.2. deposit any rubbish around the premises or any neighbouring premises other than in a bin provided for the purpose;
 - 3.3.3. place any pot or plant container on any window sill, balustrade, balcony or passageway or in any common areas;
 - 3.3.4. hang washing anywhere other than in areas provided for that purpose; or
 - 3.3.5. use any communal laundry outside the times set by the Landlord.

4. LANDLORD'S RIGHTS AND OBLIGATIONS

- 4.1. The Landlord must:-
 - 4.1.1. provide the Property in a reasonable state of cleanliness;
 - 4.1.2. provide and maintain the Property in a reasonable state of repair having regard to it's age character and prospective life, however the Landlord will not be regarded as being in breach of the obligation to repair unless the Landlord has been given written notice by the Tenant of the defect requiring repair and the Landlord fails to act with reasonable diligence to have the defect repaired;
 - 4.1.3. provide and maintain such locks and other devices as are necessary to ensure that the premises are reasonably secure;
 - 4.1.4. pay all rates, taxes and charges imposed in respect of the Premises other than rates and charges for water supply that are agreed to be paid by the tenant and specified in the schedule; and
 - 4.1.5. allow the tenant to have quiet enjoyment of the Property during the Term.
- 4.2. The Landlord must not:-
 - 4.2.1. cause or permit any interference with the reasonable peace, comfort or privacy of the Tenant in the use by the Tenant of the Property; or
 - 4.2.2. alter, remove or add any lock or device of the type referred to in Clause 4.1.3 without the Tenant's written or verbal consent.
- 4.3. The Landlord may, subject to the Act, increase the Rent at any time during the term, even if this Agreement is for a fixed term.

5. TERMINATION AND HOLDING OVER

Both parties agree:-

- 5.1. This Tenancy Agreement may only be terminated in accordance with the Act;
- 5.2. The Landlord may terminate this Tenancy Agreement on seven (7) days notice to the Tenant if the Tenant breaches it in any respect whatsoever;
- 5.3. Where the Landlord proposes to give a notice terminating this Tenancy Agreement for non-payment of rent, the Rent must have been in arrears for at least fourteen (14) days before notice of termination can be given;
- 5.4. If, with the approval of the Landlord, the Tenant remains in occupation of the Property after the expiration of the Term, this Agreement continues until determined by either party in accordance with the Act;
- 5.5. If the tenant breaches this Agreement during its Term, and the Landlord relets the Property, then the Tenant will pay the Landlord's reasonable reletting costs including advertising and any out of pocket expenses, together with the Rent to the date on which the tenant is released (if applicable) from this Agreement;
- 5.6. The Landlord may make a charge for processing of an application for consent to sublet the Property; and
- 5.7. If any provision of this Agreement is invalid, unenforceable or illegal, then that provision may be severed and the remainder of this Agreement will continue to be effective.

6. OTHER CONDITIONS

This Agreement includes such other terms and conditions as are specified in the Schedule.

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