Residential Tenancy agreement

Residential Tenancies Act 1997 Section 26
Residential Tenancies Regulations 2008 – Schedule 1 Form 1

Warning: Enter text in spaces provided only. This form will be invalid if you remove or change any questions or other text.

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Important Information

Please read this before completing the Residential Tenancy Agreement

- This form is your written record of your tenancy agreement. This is a binding contract under the Residential Tenancies Act 1997, so please read all terms and conditions carefully.
- If you need advice on your rights and responsibilities, please call the Consumer Affairs Victoria Helpline on 1300 55 81 81 before signing the Agreement.
- Both the landlord and tenant should keep signed copies of the completed Agreement for future reference. The landlord must supply the tenant with a copy of the completed Agreement within 14 days of the tenant signing.
- This Agreement is printed on carbonless paper and will produce copies for both the landlord and tenant. To fill out the Agreement, place on a hard surface and write firmly. Do not fold the Agreement while writing.
- If you require extra space to list additional items and terms, attach a separate sheet. All attachments shall be signed and dated by both the landlord and tenant to show that both parties have read and agree to any attachments. Both the landlord and tenant should keep a copy of any attachments for future reference.
- The landlord must give the tenant a copy of Renting a home: a guide for tenants booklet at the start of each tenancy.
- When a bond is paid, the landlord and tenant must complete a Condition Report and both keep a copy for their records.

Telephone Interpreter Service

If you have difficulty understanding English, contact the Translating and Interpreting Service (TIS) on 131 450 (for the cost of a local call) and ask to be put through to an Information Officer at Consumer Affairs Victoria on 1300 55 81 81.

Arabic

إذا كان لديك صعوبة في فهم اللغة الإنجليزية، اتصل بخدمة الترجمة الترجمية على رقم 131 450 (بكلفة مكالمة محلية) وقم بإعطاء رقم هاتفك لمسؤول ترجمة اللغة العربية.

Turkish

İngilizce anlamakta güçlük çeken sorunuz varsa, 131 450 den (geri iki konuşma ücretsiz) Yazılı ve Sözlü Terçümanlık Servisini (TIS) arayarak 1300 55 81 81 numaralı telefondan Türkiye İişleri'ni aramanızı ve sizin bir Danışma Memuru ile görüşmüşünüz isteyiniz.

Vietnamese

Nếu quý vị không hiểu tiếng Anh, xin liên lạc với Dịch Vu Thông Phận Dịch (TIS) qua số ső 131 450 (đối gia bịu của cuộc gọi di provvice) và yêu cầu được nói đúng đầy tới một Nhân Vên Thông Tin tại Bộ Tư Vụ Vụ Vụ (Consumer Affairs Victoria) qua số 1300 55 81 81.

Somali

Haddii aad dheebaatii ku qabto fahmida Ingiriiska, la xiriir Aadeega Tariimadada (TIS) telefanka 131 450 (tijimah meesha aad pooyo) weyo ku saaro i la xiriirka Maaluumadda ee Amnaha Maamiliinta Fifkoonya ten: 1300 55 81 81.

Chinese

如果您对英语不太懂汉语，请打电话给口译和笔译服务处，电话：131 450（话免费一个普通电话费），让他们帮助您通过维多利亚翻译者事务处（Consumer Affairs Victoria）的官员信息，电话：1300 55 81 81.

Serbian

Ako vam je teško da razumete engleski, nazovite Službu preferencije i tumača (Translating and Interpreting Service - TIS) na 131 450 (po čemu pokraču nogu) i zaklopite ih da vas povezuju s Službom komo za informacije (Information Officer) u Vukotićkoj Službi za potrošačkog pitanja (Consumer Affairs Victoria) na 1300 55 81 81.

Amharic

ация 131 450 ሜስ ከነፋ ይታ ግ ሰል ህይ ያለበል, ከላይ ከተ-

Dari

اگر شما مشکل داشته‌اید زبان انگلیسی، با خدمات ترجمه‌ای تماس بگیرید.

Croatian

Ako ne razumijete dovoljno engleski, nazovite Službu tumačenja i prevoditelja (TIS) na 131 450 (po cijeni mjesečnog poziva) i zamolite da vas spoje sa djelatnikom za obavijesti u Consumer Affairs Victoria na 1300 55 81 81.

Greek

Αν έχετε δυσκολίες στην κατανόηση της εγγυημένης γλώσσας, επικοινωνήστε με την Υπηρεσία Μετάφρασης και Διερμηνείας (TIS) στο 131 450 (με το κόστος μιας τοπικής κλήσης) και ζητήστε να σας συνδέσουν με έναν Υπάλληλο Πληροφοριών στην Υπηρεσία Προστασίας Καταναλωτών Βικτορίας (Consumer Affairs Victoria) στον αριθμό 1300 55 81 81.

Italian

Se avete difficoltà a capire l'inglese, contattate il servizio interpreti e traduttori, cioè il "Translating and Interpreting Service" (TIS) al 131 450 (per il costo di una chiamata locale), e chiedete di essere messi in comunicazione con un operatore addetto alle informazioni del dipartimento "Consumer Affairs Victoria" al numero 1300 55 81 81.
Residential tenancy agreement

Residential Tenancies Act 1997 Section 26

This agreement is made on the day of

| Date: | / / |

This agreement is between

LANDLORD

| Name: | |
| Address: | |
| Postcode: | |
| ACN (if applicable): | |

whose agent is (if applicable)

| Name: | |
| Business address: | |
| Postcode: | |
| Telephone number: | |
| ACN (if applicable): | |

and TENANT(S)

| Name of TENANT 1: | |

| Current address: | |
| Postcode: | |
| ACN (if applicable): | |

| Name of TENANT 2: | |

| Current address: | |
| Postcode: | |

| Name of TENANT 3: | |

| Current address: | |
| Postcode: | |

| Name of TENANT 4: | |

| Current address: | |
| Postcode: | |

1. Premises
The landlord lets the premises known as

| Address: | |
| Postcode: | |

together with those items indicated in the Schedule (strike out if not applicable)

2. Rent
The rent amount is ($):

| Date first rent payment due: | / / |

Pay period

| Weekly: | |
| Fortnightly: | |
| Monthly: | |
| Day of each month (e.g. 15th): | |
| Place of payment: | |

3. Bond
- The TENANT must pay the bond of $ amount specified below.
- In accordance with the Residential Tenancies Act 1997, the LANDLORD/agent must lodge the bond with the Residential Tenancies Bond Authority (RTBA) within 10 business days after receiving the bond.
- If the TENANT does not receive a bond receipt from the RTBA within 15 business days of handing over the bond money, they should telephone the RTBA on 1300 13 71 64.

| Bond amount ($) | |
| Date bond payment due: | / / |

If there is more than one TENANT and they do not contribute equally to the total bond, the amounts they each contribute must be listed here. This list is for reference only and will not be recognised by the RTBA.

| Name of TENANT | Bond amount ($) |

4. Period

| Fixed period: | |

The period of the agreement commences on: / / and ends on: / / unless the agreement terminates in accordance with the Residential Tenancies Act 1997, the agreement will continue as a periodic tenancy

| OR Periodic: | |

The agreement will commence on: / / and continue until terminated in accordance with the Residential Tenancies Act 1997.
5. **Condition of the premises**
   The LANDLORD must:
   (a) ensure that the premises are maintained in good repair, and
   (b) if the LANDLORD owns or controls the common areas, take reasonable steps to ensure that the common areas are maintained in good repair.

6. **Damage to the premises**
   (a) The TENANT must ensure that care is taken to avoid damaging the rented premises.
   (b) The TENANT must take reasonable care to avoid damaging the premises and any common areas.
   (c) The TENANT who becomes aware of damage to the rented premises must give notice to the LANDLORD of any damage to the premises as soon as practicable.

7. **Cleanliness of the premises**
   (a) The LANDLORD must ensure that the premises are in a reasonably clean condition on the day on which it is agreed that the TENANT is to enter into occupation of the premises.
   (b) The TENANT must keep the premises in a reasonably clean condition during the period of agreement.

8. **Use of premises**
   (a) The TENANT must not use or allow the premises to be used for any illegal purpose.
   (b) The TENANT must not use or allow the premises to be used in such a manner as to cause a nuisance or cause an interference with the reasonable peace, comfort or privacy of any occupier of neighbouring premises.

9. **Quiet enjoyment**
   The LANDLORD must take all reasonable steps to ensure that the TENANT has quiet enjoyment of the premises.

10. **Assignment or sub-letting**
    (a) The TENANT must not assign or sub-let the whole or any part of the premises without the written consent of the LANDLORD. The LANDLORD’s consent must not be unreasonably withheld.
    (b) The LANDLORD must not demand or receive any fee or payment for the consent, except in respect of any fees, costs or charges incurred by the LANDLORD in relation to the preparation of a written assignment of the agreement.

11. **Residential Tenancies Act 1997**
    (a) Each party must comply with the Residential Tenancies Act 1997.
    (b) For further rights and duties refer to the Residential Tenancies Act 1997.

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Schedule: A. Items let with the premises (if any); B. Additional terms (if any)
This section lists any additional items and terms to this agreement. The terms listed cannot take away any of the rights and duties included in the Residential Tenancies Act 1997. If you need extra space, please attach a separate sheet. Both the LANDLORD and TENANT should sign and date any attachments.

Any additional terms must also comply with the Unfair Contract Terms under the Fair Trading Act 1999. Contact Consumer Affairs Victoria on 1300 55 81 81 for further information.

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**Signatures**

**LANDLORD**

Signature of LANDLORD:

Urgent repairs emergency contact name and telephone number:

**TENANT(S)**

Signature of TENANT 1:

Signature of TENANT 2:

Signature of TENANT 3:

Signature of TENANT 4:
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Telephone Interpreter Service

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Arabic
إذا كان لديك صعوبة في اللغة الإنجليزية، اتصل بخدمة الترجمة الترجمة (TIS) وتوفير رمز 131 450 وفقاً للوائح محلي واطلق الديك رمز 1300 55 81 81.

Turkish İngilizce anlamlarını güçlük çekiyorun, 131 450/40 (içerir konu bağımlılığı) Yazılı veya Sözlü Terçümcül Servisi (TIS) arayarak 1300 55 81 81 numaralı telefondan Victoria Tüketiciler İşi'ni almalannız ve siz bir Danışma Memurunu ile görüşürülmesini isteyiniz.

Vietnamese Nếu bạn gặp khó khăn tiếng Anh, xin liên lạc với Dịch vụ Tương Thích Dịch (TIS) qua số 131 450 (với giá tiêu chuẩn của cuộc gọi địa phương) và yêu cầu được nói bằng tiếng Việt cho Giám đốc của Tổng Cục Các chị em với (Consumer Affairs Victoria) qua số 1300 55 81 81.

Somali Haddii aad chiibta ku qabto faahfaahinta iiguula, la xiriir Aadshe Tariro iyo Afdinta (TIS) telefoonka 131 450 (oqoonta meeasha iyo qoogo) weynaydu ku lagu xiro Salkaalka Maalimkaadda ee Amna Maamiliifka Fiktyoon to: 1300 55 81 81.

Chinese 如果你不懂英文語言，請打電話給口譯及筆譯服務處，電話：131 450（按通話一個普通電話費），他們會幫你接通維多利亞消費者事務處 (Consumer Affairs Victoria) 的信息官員，電話：1300 55 81 81.

Serbian Ako vam je teško da razumnete engleski, nazovite Službu tumača i prevoditelja (Translating and Interpreting Service - TIS) na 130 55 81 81 i zamenite to za Vaše potrebe sa Službom za informacije (Information Officer) u Vijećnikoj za potrošačku pitanja (Consumer Affairs Victoria) na 1300 55 81 81.

Dari
اگر شما مشکل در یادگیری زبان انگلیسی دارید، با خدمات ترجمه‌ای تماس بگیرید و شماره 131 450 (با شرایط عادی) را می‌توانید در مورد نامه‌ها و نوشته‌ها با شما را کار دهند. در مورد ویکتوریا، شماره 1300 55 81 81 را برای کسب مشورت مورد استفاده قرار می‌دهید.

Croatian Ako ne razumijete dovoljno engleski, nazovite Službu tumača i prevoditelja (TIS) na 131 450 (po cijeni mjensnog poziva) i zamolite da vas spoje sljednjom za obavijesti u Consumer Affairs Victoria na 1300 55 81 81.

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Postcode: 

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whose agent is (if applicable)

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Postcode: 

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and TENANT(S)

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Postcode: 

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**Name of TENANT 2:**

Current address: 

Postcode: 

**Name of TENANT 3:**

Current address: 

Postcode: 

**Name of TENANT 4:**

Current address: 

Postcode: 

---

**1. Premises**

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Address: 

Postcode: 

Together with those items indicated in the Schedule (strike out if not applicable)

**2. Rent**

The rent amount is ($): 

Date first rent payment due: / / 

Pay period

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Fortnightly: 

Monthly: 

Day of each month (e.g. 15th): 

Place of payment: 

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<table>
<thead>
<tr>
<th>Name of TENANT</th>
<th>Bond amount ($)</th>
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<tbody>
<tr>
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</tr>
<tr>
<td></td>
<td></td>
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</table>

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and ends on: / / 

unless the agreement terminates in accordance with the *Residential Tenancies Act 1997*, the agreement will continue as a periodic tenancy

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TENANT(S)
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Signature of TENANT 2:

Signature of TENANT 3:

Signature of TENANT 4: