

Name:

Room number:

Room style:

UniLodge NT Pty Ltd

Trading as UniLodge Darwin

Residential Tenancy Agreement

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RESIDENTIAL TENANCY AGREEMENT - PART A

This agreement is made between

Owner

Organisation Name | Casuarina Investment Fund Pty Ltd as trustee for the Casuarina Investment Fund

and

Tenant 1

Full Name |

Tenant 2

Full Name |

Owner's Agent

Agent	UniLodge NT Pty Ltd		
Trading Name	UniLodge Darwin		
Address	6 Dripstone Road		
Suburb	Casuarina	State	NT
Telephone	(08) 8942 0706		
Email	reception.darwin@unilodge.com.au		

Term of Agreement

This residential tenancy agreement is fixed starting on	insert date Date: _____
and ending on	insert date Date: _____
Note: The start date for the agreement should not be a date prior to the date on which the tenant is entitled to enter into occupation of the premises.	

Giving of Notices and Information by Electronic Means

Subject to the Law, a notice may be given by:

- (i) delivering it to the person, or leaving it at the person's previous residential or business address with a person over the age of 16 years of age, residing or employed at that place, or sent by post to the person's last known residential address.
- (ii) In case of a body corporate:
 - i. for a company within the meaning of *Corporations Act 2001* (Cth), the notice must be served in accordance with section 109X of that Act;
 - ii. for a company within the meaning of *Corporations Act 2001* (Cth), the notice must be served in accordance with section 109X of that Act;
- (iii) email or text under the *Electronic Transactions (Northern Territory) Act 2000*.

Owner	reception.darwin@unilodge.com.au	Email: Yes <input checked="" type="checkbox"/> /No <input type="checkbox"/>	Text: Yes <input type="checkbox"/> /No <input checked="" type="checkbox"/>
Tenant 1		Email: Yes <input checked="" type="checkbox"/> /No <input type="checkbox"/>	Text: Yes <input checked="" type="checkbox"/> /No <input type="checkbox"/>
Tenant 2		Email: Yes <input checked="" type="checkbox"/> /No <input type="checkbox"/>	Text: Yes <input checked="" type="checkbox"/> /No <input type="checkbox"/>
Agent's property manager	Email: Yes <input checked="" type="checkbox"/> /No <input type="checkbox"/>	Text: Yes <input type="checkbox"/> /No <input checked="" type="checkbox"/>	
Same as above.			

Residential Premises

The residential premises are					
Address 1	Unit				
Address 2	6 Dripstone Road				
Suburb	Casuarina		State	NT	Postcode
Postal Address (If different from above)					
PO Box		Town/City			Postcode
Address 1					
Address 2					
and					
The residential premises include/exclude*					
(*delete as appropriate - include any additional matters, such as parking space or furniture provided, or any exclusions, such as sheds)					
Refer to the Entry condition report for details.					

Maximum Number of Occupants

Only approved tenant(s) listed on this tenancy agreement are authorised occupant(s) of the premises.

Rent

The rent is	\$	per week	payable fortnightly
starting on	insert date Date: _____		
The method by which the rent must be paid:			
(a) by direct debit, (b) via authorised online payment platform nominated by the Owner, or (c) any other authorised payment method as nominated by the Owner			
Payment reference:			

Bond

A security deposit of	\$
*must be paid by the tenant on signing this Agreement.	
*is currently held by Owner/Agent under a previous Agreement.	
<i>Note: The security deposit must not exceed the sum of 4 weeks rent.</i>	
Payment to be made in the same method as per the Rent	
Payment reference:	
Proportioning of bond between co-tenants (*delete as appropriate)	
Section 33 of the Residential Tenancies Act allows for the bond to be paid in different portions by each tenant if agreed - specify proportions of the security deposit for each tenant below:	
A security deposit of	\$
must be paid by Tenant 1 on signing this Agreement.	
A security deposit of	\$
must be paid by Tenant 2 on signing this Agreement.	
<i>Note: The security deposit must not exceed the sum of 4 weeks rent.</i>	

Rent Increase

Any rent increase will be no earlier than 6 months after the commencement of this Agreement and the date of the last increase. The Owner must give at least 30 days' notice of the increase.

In the case of this tenancy, the rent increase will be:

(Insert maximum increase or method of calculating increase, e.g. CPI or percentage)

Water Consumption Charges

The tenant must pay for water consumption as provided in Part C.

By-Laws or House Rules

By-laws or house rules are applicable to the residential premises.

A copy of the by-laws/rules are attached: Yes No N/A

Pets

No pet is permitted at the premises.

Violation of this rule may result in a final warning letter. Residents will be liable for any charges related to cleaning, maintenance, or other costs.

Exceptions are made for approved trained guide animals (e.g., guide dogs, hearing dogs). The Management may request appropriate documentation or professional referrals.

See the Resident Handbook for details.

Alterations to the Premises

The Owner expressly consents to the Tenant making the following safety or security modifications and/or other alterations or additions to the Property (*specify any relevant matter or specify 'Not Applicable'):

NOT APPLICABLE

Property Condition Reports

A Property Condition Report has been completed in accordance with the Residential Tenancy Act.

Residential Tenancy Agreement - Part B**STANDARD TERMS APPLICABLE TO ALL RESIDENTIAL TENANCY AGREEMENTS**

The *Residential Tenancies Act* and the *Residential Tenancies Regulations* apply to this Agreement

Both the Owner and the Tenant must comply with these laws

Some of the rights and obligations in that legislation are outlined below

Property Condition Report**1. Property Condition Report**

1.1 The Owner and Tenant acknowledge that:

- (a) A property condition report (report) detailing the condition of the premises must be completed by or on behalf of the Owner, signed and a copy given to the tenant no later than 3 business days after:
 - (i) the tenant takes possession of the premises; or
 - (ii) the start of a continuation of the tenancy that complies with section 25(2) of the *Residential Tenancies Act* (the Act).
- (b) The report must be filled out in the presence of the tenant (or tenants' representative) except in circumstances contained in section 25(3) of the Act.
- (c) If the tenant disagrees with any information contained in the report, the tenant must note his or her modifications or disagreement on a copy of the report, initial the modification or disagreement and return this to the Owner within 5 business days of receipt of the property condition report from the landlord.
- (d) If the tenant does not give a copy of the report back to the Owner in accordance with clause 1.1(c), the tenant is to be taken to have accepted the report.
- (e) If the Owner disagrees with any information contained in the report, the Owner and tenant must either agree the modifications (and initial the changes) or reach agreement on any other modifications (and initial the changes) or apply to NTCAT under section 27 of the Act.
- (f) If a further report is not prepared for a tenancy agreement for residential premises which is a continuation of an earlier tenancy agreement for those premises the report for the original tenancy continues to have effect for the new tenancy agreement.

Rent and Security Deposit**2. Payment of Rent and Security Deposit**

2.1 The Tenant agrees to pay the rent duly and punctually without any variation or deduction whatsoever in the manner set out or in such other manner as the Owner may direct in writing.

2.2 The Tenant will pay to the Owner the security deposit, when signing this Tenancy Agreement and the Owner (or the Agent) will hold the Security Deposit:

- (a) in a Trust Account for that purpose in accordance with the provisions of the Law (and in the case of the Agent holding the Security Deposit, in accordance with the provisions of the Agents Licensing Act), and:
- (b) where there is more than one person named as the Tenant, the Security Deposit will be refunded to those persons in equal shares unless otherwise specified.

Public Utility Services**3. Included in Rent**

3.1 The following utilities are included in the Rent:

- (a) electricity;
- (b) gas (if applicable); and
- (c) water consumption.

Payment of Council Rates and Taxes**4. Owner to Pay**

4.1 The Owner must pay all rates and taxes in respect of the Property.

Right to Occupy the Premises**5. Vacant Possession and Quiet Enjoyment**

5.1 The Owner agrees:

- (a) to provide vacant possession of the Property to the Tenant upon the commencement of this tenancy.
- (b) that while the Tenant pays the rent and performs and observes the covenants and agreements of this Agreement, the Tenant shall peaceably hold and enjoy the Property without any interruption by the Owner or any person claiming through or under the Owner or with a superior title to the Owner's title.
- (c) that there is no legal impediment known to the Owner to prevent the Tenant from occupying the Property as a place of residence during the term of this tenancy.
- (d) not to cause an interference with the reasonable peace or privacy of the Tenant in the Tenant's use of the Property.

Permitted Use and Assignment of Lease**6. Permitted Use**

6.1 The Tenant must use the Property solely for private residential purposes and not for any other purpose without the written consent of the Owner.

7. Assignment and Subletting

7.1 The Tenant must not assign the Tenant's interest in the tenancy or to sublet the Property without the written consent of the Owner.

7.2 The Owner must not unreasonably withhold consent to the Tenant's request in clause 8.1.

What the Owner Must Do**8. Fire Alarms**

8.1 The Owner agrees that it has within 30 days of the commencement of this Agreement:

- (a) tested each smoke alarm in the Property in accordance with the Fire and Emergency Regulations; and
- (b) replaced any and all smoke alarm that did not function when tested;
- (c) replaced any stand-by battery in a wired smoke alarm in the Property in accordance with the manufacturer's instructions.

8.2 The Owner agrees that where it has complied with clause 9.1 and where:

- (a) the battery was spent; or
- (b) the Owner was aware the battery was almost spent;

the Owner has cleaned each smoke alarm in the Property (in accordance with the relevant manufacturer's instructions) and given the tenant written information about testing and maintaining the smoke alarms (referred to as 'Information Statement').

8.3 The Owner must as soon as practicable after receiving advice from the tenant that any smoke alarm in the Property does not function when tested:

- (a) test the smoke alarm; and
- (b) replace the smoke alarm if it does not function when tested.

9. Tenantable Repair

9.1 The Owner must provide and maintain the Property in good and tenantable repair and fit for human habitation subject to the obligations of the Tenant under this Agreement and having regard to the age, character and prospective life of the Property.

10. Health and Safety

10.1 The Owner must comply with all lawful requirements in regard to health and safety standards with respect to the Property.

11. Locks and Security

11.1 The Owner must comply with all lawful requirements in regard to health and safety standards with respect to the Property.

What the Owner Must Not Do**12. Locks and Security**

- 12.1 The Owner must not add, alter or remove a lock or security device on the Property without the consent of the Tenant.
- 12.2 If the Owner adds, alters or removes a lock or security device on the Property without the consent of the Tenant, the Owner must provide the key to the lock or security device to the Tenant within 24 hours after the alteration or addition.
- 12.3 The Tenant may advise the Owner, in writing, to not give the key to the lock or security device to a nominated person, in the absence of the Tenant, if the Tenant or any other occupant of the Property is under a reasonable apprehension of experiencing domestic violence from the nominated person.
- 12.4 If the Owner is required to provide a key to the premises to a person in order to carry out an obligation under the Law or this Agreement, the Owner must not give the key to any person nominated under clause 13.3.

13. Images of Property for advertising purposes

- 13.1 The Owner may, in connection with inspections by prospective tenants or purchasers, enter the Property for the purposes of showing it to prospective tenants or purchasers in accordance with the Law and may capture image or video of it for use in advertising the Property for sale or lease.
- 13.2 The Owner must not without the consent of the Tenant publish or publicly display images or videos of the Property for the purpose of advertising the premises for sale or lease if:
 - (a) the image or video shows a possession of the Tenant that:
 - (i) directly identified the Tenant or co-tenants of the Property;
 - (ii) reveals sensitive information about the Tenant or co-tenants of the Property;
 - (iii) is valuable and would increase the risk of theft at the Property; or
 - (iv) it would be unreasonable to expect the Tenant to remove it or conceal it;
 - (b) the image or video may identify the Tenant or co-tenant of the Property who has experienced domestic violence or is at risk of domestic violence.
- 13.3 Any consent provided by the Tenant in clause 13.2 is valid for 12 months unless a shorter period is specified in writing by the Tenant.

14. Assignment and Subletting

- 14.1 The Owner must not unreasonably withhold consent to an assignment of the Tenant's interest in this tenancy or to the subletting of the Property.

Acknowledgements - Equipment, Rules and Agents**15. Acknowledgements - Equipment and Appliances**

- 15.1 It is the Owner's responsibility to ensure that the Tenant knows how to operate all equipment and appliances.

16. Acknowledgements - Rules

- 16.1 The Owner may make such rules and regulations (rules) in the Owners discretion from time to time for:

- (a) the safety and cleanliness of the Property and
- (b) for the preservation of good order therein,

but such rules will not bind the Tenant:

- (c) until they are made known to the Tenant in writing; and
- (d) provided they are not inconsistent with the Tenant's rights under this Agreement.

17. Acknowledgements - Agents, Tenants and Owners

- 17.1 Where an Agent has been appointed by the Owner to manage the Property, all notices, communications, keys and payments to be given or made to the Owner under this Agreement shall be addressed, delivered, given or paid to the Agent; and
- 17.2 The Agent must issue all receipts on behalf of the Owner, provide any consents requested by the Tenant and authorised by the Owner, and sign and deliver all notices on behalf of the Owner.
- 17.3 Unless and until the Tenant is notified that the Agent appointed by the Owner to manage the Property has ceased to act on the Owner's behalf (and the Owner has not appointed a replacement Agent), the Tenant shall not contact the Owner in relation to the Property.

Maintenance, Repair and Inspection**18. Tenant to Notify**

- 18.1 The Tenant must, subject to clause 18.3, notify the Owner in writing of any accident, damage or defect, or the need for any repairs and maintenance to the Property as soon as practicable after the Tenant becomes aware of it.
- 18.2 The Tenant is not required to notify the Owner under clause 18.1 where it is of a trivial kind.
- 18.3 The Tenant is not required to provide written notice in clause 18.1 in the case of emergencies.

19. Tenant to Permit Entry to Inspect and Repair on Notice

- 19.1 The Tenant must allow the Owner and the Agent at all reasonable times to enter the Property, as prescribed in the Law:
 - (a) to inspect and view the state of repair of the Property;
 - (b) to show the Property to prospective tenants or purchasers; and
 - (c) with workmen to carry out repairs to the Property, or to meet the requirements of any Public Authority in respect of the Property,

20. Tenant to Permit Entry to Inspect and Repair without Notice

- 20.1 The Owner or the Agent may enter the Property at any time if they believe on reasonable grounds:
 - (a) that the wellbeing of the Tenant requires it or
 - (b) that the entry is necessary to protect the Property from imminent or further significant damage.

21. Tenants Refusal of Entry

- 21.1 If access for the purposes of carrying out repairs and maintenance is denied or delayed, the Tenant will be held responsible for any further damage.

22. Tenant's Damage

- 22.1 Any repairs carried out to as a result of a notification by the Tenant in accordance with clause 19 that is proven to be due to the Tenant's:
 - (a) misuse of the Property;
 - (b) negligence; or
 - (c) removal or installation of a fixture by the Tenantmust be paid by the Tenant upon being provided with the account.

What the Tenant Must Do**23. Smoke Alarms**

- 23.1 The Tenant must:
 - (a) test each smoke alarm in the Property at intervals of not more than 12 months in accordance with the Fire and Emergency Regulations; and
 - (b) advise the Owner (as soon as practicable) if a smoke alarm does not function when tested; and
 - (c) replace each stand-by battery in a wired smoke alarm (in accordance with the information statement provided by the Owner pursuant to clause 8.2); and:
- 23.2 The Tenant must if the battery is spent; or the tenant is aware the battery is almost spent following the Tenant's compliance with clause 23.1, clean each smoke alarm (in accordance with the Information Statement provided by the Owner pursuant to clause 8.2) which might include cleaning the smoke alarm with a vacuum cleaner to remove dust, etc.

24. Clean and Sanitary Condition of All the Property

24.1 The Tenant must as far as is reasonable and practicable:

- (a) keep the Property in a reasonably clean and sanitary condition and maintain the premises free from dirt, mould, oils, grease, insects and vermin.

25. Broken Glass

25.1 The Tenant must pay the cost of replacement of any broken or cracked glass caused by the wilful neglect, negligent conduct or accidental damage by the Tenant or other persons in the Property with his consent.

26. Other Tenant Damage

26.1 The Tenant may repair/rectify any damage caused to the Property by wilful, accidental or negligent conduct of the Tenant or persons coming into or upon the property with the Tenant's consent.

26.2 The Owner must consent to the repair of any damage (which consent may be given or refused in the Owner's absolute discretion) and upon such terms as the Owner thinks is in the best interest in maintaining the financial and visual viability of the Property.

26.3 If the Tenant is unable or unwilling to make good the repair, the Owner may make or undertake repairs for any damage caused by the Tenant and recover damages for the cost of same from the Tenant as permitted under the Law.

27. Light Globes

27.1 The Tenant must maintain and replace electric light globes, tubes and starters.

28. Household Rubbish

28.1 The Tenant must:

- (a) put all household rubbish and recyclable in wheelie bins or receptacles that are provided for such purpose; and
- (b) not allow the storing on the Property of any items the Owner believes is unsightly or not appropriate to be kept on the Property; and
- (c) ensure Rubbish bins are left empty at the end of the tenancy and in a sanitary condition.

29. Leaving Property Vacant

29.1 The Tenant must notify the Owner before leaving the Property unoccupied for more than 30 days.

30. End of Lease

30.1 The Tenant must:

- (a) at the end of the tenancy or
- (b) upon the earlier termination of the tenancy,

quietly yield up to the Owner possession of the Property by:

- (c) securely locking up the Property;
- (d) ensuring the Property is in the same condition as described in the Property condition report (reasonable wear and tear accepted); and
- (e) returning all keys to the Owner.

30.2 The Tenant agrees it remains in possession of the Property until:

- (a) all keys have been returned to the Owner; or
- (b) The landlord has formed the opinion that the tenant has apparently abandoned the property.

What the Tenant Must Not Do**31. Alterations to Premises**

31.1 The Tenant must not make or permit to be made any alterations or additions to the Property:

- (a) without the written consent of the Owner (which may be given or refused in the Owner's absolute discretion) and upon such terms as the Owner thinks fit; and
- (b) which is not otherwise permitted under the Law

31.2 The Tenant must not:

(a) erect or affix any television antenna upon the Property;

(b) put any nails, screws, tape, blue tack, stickers or any other fasteners into any of the walls, floors, doors, ceilings or timbers of the Property

without the Owners written consent.

31.3 Subject to clause 31.5, the Tenant must not without the consent of the Owner:

(a) alter or remove a lock or security device; or

(b) add a lock or security device;

on the Property.

31.4 The Owner must consider a request for consent under clause 31.3 and without delay grant or not unreasonably refuse it (subject to reasonable conditions) within ten (10) business days of receiving it, otherwise consent will be deemed given immediately thereafter.

31.5 The Tenant does not require the Owner's consent to make any alterations and/or additions referred to in clause 31.3 if the Tenant has:

(a) a reasonable excuse for not requesting the Owners consent; or

(b) a safety or security modification (as defined by the Law) is required urgently due to an immediate safety or security issue.

31.6 The Tenant must give the Owner a key to the lock or security device within two (2) business days after making the alteration or addition unless the Owner:

(a) consents otherwise; or

(b) has committed, or the Tenant or another occupant of the Property believes on reasonable grounds that the Owner may commit domestic violence against the Tenant or occupant.

32. Interfere with Equipment and Drains

32.1 The Tenant must:

(a) not interfere with any plant or equipment forming part of the Property.

(b) not use the drains, toilets or other apparatus for any purpose other than for which they were constructed and not to deposit rubbish or other unsuitable matter therein; and

pay the cost of repairs of any damage or blockage resulting from such misuse.

33. Locks and Keys

33.1 Subject to clause 31, the Tenant must:

(a) not tamper with, change or add any locks or have keys cut; or

(b) in the case of an alteration to or the addition of a lock or security device as provided in clause 31:

(i) give the Owner a key to lock or security device as provided in clause 31; and

(ii) where the replacement of keys or changes to locks results in loss of keys by the Tenant, the Tenant will pay the costs thereof and also give the Owner copies of any gate keys.

34. Parking and Common Property Damage

34.1 The Tenant must not park any vehicle upon the Property other than on the space allotted (if any) without the Owners written consent.

34.2 The Tenant must not damage the common property where the Property is a unit within the meaning of the *Unit Titles Act*, or forms part of a building or a group of buildings.

35. Outside Areas, Plants and Gardens

35.1 The Tenant must not:

(a) damage or remove flowers, shrubs, palms or trees or cause any damage to the garden or lawns on the property.

(b) use leaves, palm fronds or any other matter as mulch unless authorised by the Owner.

35.2 The Tenant must not:

(a) plant trees or shrubs upon the Property;

- (b) place any flowerbox or pot plants on any windowsill or balustrade of a balcony or passageway of the Property or on any common area;
- (c) allow any damage or staining to be caused by pot plants.
- (d) place any obstruction of any description in the yard space.
- (e) display any placard advertisement sign letters or design in or upon the exterior of the Property;
- (f) hang or place clothes or other articles on the outside of the Property except in the areas provided without the Owners written consent.

36. Animals

36.1 The Tenant must not keep any animals or birds including reptiles and mammals upon the Property without the Owners written consent.

37. Illegality, Nuisance and Interference

37.1 The Tenant must not:

- (a) use the Property for any illegal purpose.
- (b) cause a nuisance or annoyance to occupiers of adjoining properties.
- (c) cause or permit ongoing or repeated interference with the reasonable peace or privacy of another person in their use of the premises or land in the immediate vicinity of the Property.

38. Insurance

38.1 The Tenant must:

- (a) not create or suffer to be done anything that might render void or voidable or otherwise prejudice any insurance on the property or cause any premiums on the Property to be increased.
- (b) pay the Owner on demand all sums paid by the Owner by way of increased insurance premiums due to a breach of clause 38.1(a) by the Tenant.

Owner and Tenant Acknowledgements**39. Tenant's Acknowledgements**

39.1 The Tenant warrants that the Tenant has not knowingly given any false information about the Tenant's identity which is material to the Owner's decision to grant this tenancy to the Tenant, and the Tenant agrees that where information is required to be given by the Tenant to the Owner in relation to this Agreement under the Law, the Tenant will not knowingly give false information.

Ending a Fixed Term Agreement**40. Owner Notice**

40.1 The Owner must give no less than sixty 60 days' notice in writing in accordance with the Law to the Tenant:

- (a) prior to the tenancy expiry date that the tenancy is terminated as at midnight of the tenancy expiry date; and
- (b) that consent is not given for the Tenant to remain as a periodic Tenant; and
- (c) the Tenant is required to vacate the Property by midday the day after the expiry date of the tenancy.

Periodic Agreement**41. Periodic Tenancy**

41.1 If the Tenant remains in occupation of the Property after the expiration of the term, the parties are deemed to have entered into a periodical tenancy in accordance with the Law on the terms and conditions (other than the clause relating to the term of the tenancy) of this Agreement.

Ending an Agreement**42. Ending a Fixed Term or Periodic Tenancy**

42.1 If the Tenant wishes to vacate the Property at any time on or after the expiration of the term, the Tenant must first give to the Owner not less than 14 days' notice in writing in accordance with the Law of his intention to do so.

43. Termination by Tenant in the event of domestic violence

43.1 If the Tenant or the dependent of the Tenant has experienced domestic violence at the Property, the Tenant may immediately (or on a later specified date) terminate the Agreement by providing a written notice to the Owner and to any co-tenants

43.2 If the Tenant terminates the Agreement under clause 47.1, the Tenant is not liable under the Agreement after the agreed termination date, but will be liable for any liabilities that have been accrued by the Tenant under the Agreement immediately before terminating the tenancy.

43.3 The Agreement remains in place in respect of any remaining co-tenant after a termination under clause 47.1 unless all remaining co-tenants elect within seven (7) days to terminate the tenancy.

Termination by Landlord**44. Termination by Landlord**

44.1 If the Tenant fails to perform or observe any obligation contained in this Agreement, the Owner may terminate this tenancy in accordance with the Law.

44.2 The Owner may terminate a periodic tenancy, without specifying a ground for the termination, by giving sixty (60) days notice to the Tenant in accordance with the Law.

44.3 The Owner may terminate a fixed term tenancy that is due under the Agreement to terminate on a particular day by giving the Tenant a notice of intention to terminate at least sixty (60) days before that particular day.

44.4 If the Owner gives the Tenant a notice of termination under clause 48.1 or 48.2 the Tenant may terminate the Agreement before the date specified in the Owner's notice by a written notice to the Owner stating an earlier date and by giving up vacant possession of the Property by the earlier date.

If the Tenant gives up vacant possession under clause 48.4 the Agreement terminates on the date possession is given up.

Destroyed or Damaged Premises**45. Destroyed or Damaged Premises**

45.1 If the Property is destroyed or damaged from any cause (other than the act or default of the Tenant his servants, agents or any other person in the Property with his consent), so as to render the Property or a substantial part of it unfit for occupation, the rent or a fair proportion of the rent according to the nature and extent of the damage sustained shall be suspended.

45.2 The amount of the suspension must be ascertained in case the parties differ by reference to a single arbitrator to be appointed pursuant to the provisions of the *Commercial Arbitration (National Uniform Legislation) Act 2011*.

The rent shall be suspended (and not payable) as determined by the single arbitrator until either the Property is rendered fit for habitation, or this tenancy is terminated.

Definitions and Interpretation**46. Definitions and Interpretation**

46.1 In this Agreement the following words and references apply:

- (a) The word 'Owner' wherever it appears in this Agreement includes the heirs / executors /administrators and assigns of the Owner and the word 'Tenant' wherever it appears in this Agreement includes the executors administrators and permitted assigns of the Tenant.
- (b) Where two or more persons are parties hereto either as Agent, Owner or as Tenants the agreements on their parts respectively to be performed or observed in this Agreement shall be binding upon them jointly and upon each of them severally to the extent permitted by the Law.
- (c) 'Property' means the premises and ancillary property as the context permits.
- (d) The words 'Agent', 'Owner' and 'Tenant' and any other words having reference to a person or one person include the plural.
- (e) Any words, or expressions in this Agreement that are defined in or by reference to the Law shall have that meaning.
- (f) Any words, expressed in the singular include the plural and any words in the plural include the singular.
- (g) Words importing one gender include all other genders.
- (h) Words referring to a person include a company.
- (i) A reference to 'the Law' is a reference to the Residential Tenancies Act as amended from time to time and includes any other legislation governing residential tenancies in the Northern Territory of Australia whether enacted in addition to or to replace the Residential Tenancies Act.
- (j) Where there is any conflict or inconsistency between a term of this tenancy and a term specified under the Law to be a term of a tenancy agreement, the term specified under the Law shall prevail to the extent the conflict or inconsistency.

Unfair Contract Terms**47. Unfair Contract Terms - Application of the Australian Consumer Law**

47.1 If any part of this Agreement is deemed to be an unfair term or void for the purpose of the Australian Consumer Law, then that part will be severed from this Agreement and all parts which are not deemed to be an unfair term and/or void for the purposes of the legislation remain in effect.

Advice, Complaints and Disputes**48. Disputes: NTCAT**

48.1 From 1 June 2015, applications in relation to the *Residential Tenancies Act* are heard by the Northern Territory Civil and Administrative Tribunal (NTCAT).

49. Complaints and Advice

49.1 Northern Territory Consumer Affairs will provide assistance with information and advice on all tenancies matters and notices, excluding Residential Tenancy Applications and processes.

If a Dispute cannot be Resolved**50. NTCAT**

50.1 Applications raising a tenancy dispute are required to be lodged on a NTCAT form.

50.2 This form, as well as advice on NTCAT procedures and processes, can be found on the NTCAT website: www.ntcat.nt.gov.au.

Residential Tenancy Agreement - Part C**IMPORTANT INFORMATION**

Additional terms may be included in this Agreement if:

- (a) both the Owner and Tenant agree to the terms; and
- (b) they do not conflict with the Residential Tenancies Act, the Residential Tenancies Regulations or any other law; and
- (c) they do not breach the provisions about unfair contract terms in the Consumer Affairs & Fair Trading Act; and
- (d) they do not conflict with the standard terms of this Agreement.

ADDITIONAL TERMS ARE NOT REQUIRED BY THE RESIDENTIAL TENANCIES ACT

HOWEVER, ONCE THE PARTIES SIGN THIS AGREEMENT, THE ADDITIONAL TERMS ARE BINDING UPON THE PARTIES UNLESS THE TERM IS FOUND TO BE UNLAWFUL.

Additional terms:

Please refer to the attached Resident Handbook which forms part of the Residential Tenancy Agreement.

A copy of the Resident Handbook is also available at:

<https://document-tc.galaxy.tf/wdpdf-16xnw53ifcwpm3yfdaj661y5q/2026-resident-handbook.pdf>

Additional terms:

1. Rent must be paid duly and punctually two weeks in advance without any variation or deduction whatsoever in the manner set out or in such other manner as the Owner may direct in writing. The Owner may contact Charles Darwin University or Other education provider to report if the tenant is delinquent in rent for disciplinary action. If the tenant is attending college, the Owner reserves the right to contact the relevant Department for disciplinary action if the tenant is delinquent in rent.

In the event of a rental payment being returned unpaid or having to be re-presented, the TENANT agrees to pay any bank fees that the Owner incurs.

2. Legal Use of Name and Information: The Tenant warrants that he/she has not knowingly given any false information about the Tenant's identity which is material to the Owner's decision to grant this tenancy to the Tenant, and the Tenant agrees that where information is required to be given by the Tenant to the Owner in relation to the Tenancy Agreement under the Law, the Tenant will not knowingly give false information. Nicknames or assumed names are not permitted for signature documents regarding rental of the premises. Only use of names as appears on legal identification (i.e., passports, driver's licence and birth certificates are permitted for this rental agreement and associated documents from all Tenants as submitted to the Owner.

3. Care of Property: To replace any item or repair immediately any damage caused to the Property by wilful, accidental, or negligent conduct of the Tenant or persons, coming into or upon the property with his/her consent. Consent to the repair of any damage may be given or refused at the Owner's absolute discretion and upon such terms as the Owner deems is in the best interest in maintaining the financial and visual viability of the Property.

- a. To notify the Owner of any accident, damage or defect, or the need for any repairs and maintenance to the Property as soon as practicable after the Tenant becomes aware of the accident, damage or defect or the need for repairs or maintenance, other than damage of a trivial kind. All maintenance items and repairs must be advised in writing to the Owner. Emergency repairs that endanger the safety of the Tenant or others or cause extensive damage to the premises (i.e., flooding, health risk, etc.) are to be brought to the attention of the Landlord and/or appointed staff at the front office during business hours. Or if the incident occurs after hours, to contact the emergency residential advisers immediately. The tenant is to also follow up with report of the repair in writing to the Landlord.

- b. That if repairs are carried out because of a notification by the Tenant and it is proven the need for those repairs was due to the Tenant's misuse of the Property or negligence, false report or to the removal or installation of a fixture by the Tenant, the Tenant shall pay the account incurred upon request.

- c. To maintain and replace electric light globes, tubes, and starters.

- d. Not to interfere with any plant or equipment forming part of the Property.
4. Not Jeopardize Insurance of Premises: Not to create or suffer to be done anything that might render void or voidable or otherwise prejudice any insurance on the property or cause any premiums on the Property to be increased.
 - a. To pay the Owner on demand all sums paid by the Owner by the way of increased insurance premiums due to a breach of this agreement by the Tenant.
5. Indemnify the Owner and Landlord: To indemnify the Owner and Landlord against:
 - a. any injury, loss or damage which may be caused to the property.
 - b. the death or injury of the Tenant the members of his family or household, his guests, and invitees.
 - c. loss of or damage to the Tenant's property or the property of another person resulting from use or misuse of the Property by the Tenant or the other persons on the Property with his consent.
6. The TENANT acknowledges having received before entering into occupation of the premises, two copies of the condition report in the prescribed form signed by or on behalf of the LANDLORD and will access an online copy of the UniLodge Darwin handbook regarding building specific issues and agrees to abide by its rules and conditions fully. A hard copy is available for perusal at reception.
7. The TENANT acknowledges he/she must not refuse to pay rent on the ground that the TENANT intends to regard the bond as rent paid. The tenant must not refuse to pay rent in relation to maintenance.
8. Internet Charges: The TENANT shall pay all charges in respect of the connection and consumption of their internet. The Owner may from time to time provide promotional offers of free internet service. Conditions apply at the discretion of the Owner to determine the amount of internet usage and length of time the promotional offer is available. Such promotional offers can be changed or withdrawn at any time by the Owner.
9. Notices and Signage by the Owner: The TENANT shall allow the LANDLORD or the agent to put on the premises a notice or notices 'to let' during the last month of the tenancy agreement. The TENANT shall also allow the LANDLORD or the agent to put on the premises a notice or notices 'for sale' or 'auction' at any time during the term of this agreement and permit access to the premises by the LANDLORD or his agent to present the property to prospective purchasers or TENANTs upon 24 hours' notice or by agreement with the TENANT and the LANDLORD or the LANDLORD's agent. In accordance with the Northern Territory Residential Tenancies Act 1999.
10. Misleading Information: The TENANT acknowledges that no promises, representations, warranties, or undertakings have been given by the LANDLORD or agent in relation to the suitability of the premises for the TENANT's purposes or in respect of the furnishings, fittings or appurtenances of the premises otherwise than provided herein in this rental agreement.
11. Enforcement: No consent or waiver of any breach by the TENANT of the TENANT's obligations under the Northern Territory Residential Tenancies Act 1999 shall prevent the LANDLORD from subsequently enforcing any of the provisions of the agreement.
12. Amendments to this Lease Agreement: This agreement may be amended only by an agreement in writing signed by the LANDLORD and the TENANT.
13. Limit of Liability:
 - a. This clause 13 applies where this document specifies that the Owner enters into this document in its capacity as trustee of a trust or is described in this document as a trustee of a trust ('the Trust').
 - b. The Owner enters into this document solely in its capacity as trustee of the Trust and in no other capacity.
 - c. A liability arising under or in connection with this document can be enforced against the Owner only to the extent to which it can be satisfied out of the property of the Trust out of which the Owner is actually indemnified for the liability.
 - d. This limitation of the Owner's liability applies notwithstanding any other provisions of this document and extends to all liabilities and obligations of the Owner in connection with this document.
 - e. All other parties to this document may not sue the Owner in any capacity other than as trustee of the Trust, including seeking the appointment to the Owner of a receiver, a liquidator, administrator or any other similar person.
 - f. The provisions of this clause 13 will not apply to any liability or obligation of the Owner to the extent that as a result of the Owner's own fraud, negligence or breach of trust in relation to that obligation or liability, there is a reduction in the extent of its indemnification out of the assets of the Trust because of the operation of the law or the application of any provision of the constitution of the Trust.

14. Smoking & Fire Detection Equipment:

- a. UniLodge Darwin is smoke free. The TENANT is only to smoke in designated areas (outside the Lodge premises). Smoking is not permitted on balcony per NT Legislation.
- b. Ensure that the sprinkler head(s) and smoke detectors are clear of any item which might adversely affect its use. Do not hang anything from the sprinkler head as they are extremely sensitive. TENANT agrees to pay costs for repair or replacement of sprinkler head(s) and/or smoke detectors removed, or damage caused by the TENANT. The TENANT must as soon as practical notify the LANDLORD in writing if a smoke detector is not in proper working order.
- c. Should the TENANT activate the fire alarm or sprinkler system, caused by any other reason than a fire is present, then the TENANT agrees that they will be responsible for all associated charges incurred including, cleanup, replacement furniture, fittings, personal belongings and call out fees of \$1400 or more charged by the fire brigade and fire services and that the Owner may deduct such costs from the tenant's rental monies.

15. UniLodge Darwin Residential Life Program

- a. The TENANT is responsible for the payment of Residential Life Program fees. Paid membership is required to attend events. Fees are non-refundable.
- b. A key aspect of our Residential Life Program is social responsibility and helping others in our community. The Owner or UniLodge Darwin may therefore at times organise events which support not for profit organisations such as those involved in medical research. Please note that at times a small contribution may be made from your Residential Life Program funds to such charities.
- c. I consent to UniLodge Darwin using or retaining any image of myself in UniLodge Darwin marketing materials.
- d. In consideration for participation in any Residential Life Program Event, I hereby release, waive, discharge and covenant not to sue, UniLodge Darwin their officers, agents, servants, or employees (hereinafter referred to as releases) 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.
- e. I am fully aware of the possible risks involved and hazards connected with this activity, including but not limited to travel risks. Should I hereby elect to participate in said activity I admit with full knowledge that said activity may be hazardous to me and my property. I VOLUNTARILY ASSUME FULL RESPONSIBILITY FOR ANY RISKS OF LOSS, PROPERTY DAMAGE OR PERSONAL INJURY, INCLUDING DEATH that may be sustained by me, or any loss or damage of property owned by me, as a result of being engaged in such activity, WHETHER CAUSED BY THE NEGLIGENCE OF RELEASEES OR OTHERWISE.
- f. I ACKNOWLEDGE AND REPRESENT THAT I have fully read each section of this agreement, understand it and sign it voluntarily as my own free act and deed; no oral representations, statements, or inducements, apart from the foregoing written agreement, have been made; I am at least sixteen (16) years of age and fully competent; and I execute this Release for full, adequate and complete consideration fully intending to be bound by same.

Special Conditions

It is understood and agreed by both parties that:

FREE UNLIMITED INTERNET OFFER

The TENANT is entitled to unlimited internet for the entire duration of this lease. The free internet offer is not transferrable between users or units or locations and is voided if the lease is transferred or ended before the lease expiry date of this agreement. The free internet offer will be voided if users unauthorised by SERVICE PROVIDER are linked to the service.

THE OWNER AND TENANT ENTER INTO THIS AGREEMENT AND AGREE TO ALL ITS TERMS.

Executed by the Tenant (if a corporation, the Tenant executes this document pursuant to its constitution and the *Corporations Act*)

	Tenant's Name	Tenant's Signature	Date
1			
2			

Executed by the Owner (if a corporation, the Owner executes this document pursuant to its constitution and the *Corporations Act*)

Owner's Agent	Owner's Agent Signature	Date
UniLodge NT Pty Ltd		

A true copy of:

(1) The Residential Tenancy Agreement Parts A, B & C has been received by the Tenant:

(Signed by Tenants)

(2) The Relevant By-Laws, Rules and Terms have been received by the Tenant:

(Signed by Tenants)

For information about your rights and obligations as an owner or tenant, contact Northern Territory Consumer Affairs on:

Telephone: (08) 8999 1999 or 1800 019 319

Fax: (08) 8935 7738 - SMS: 040 111 6801

or visit www.consumeraffairs.nt.gov.au