

Residential Tenancy Agreement - Fixed Term or Periodic

Residential Tenancies Act 1995 (SA)
Residential Tenancies Regulations 2010 (SA)

- This is your residential tenancy agreement. It is a binding contract under the **Residential Tenancies Act 1995 (SA) (Act)**.
- Parts C, Part A, Part B and Part D contain the terms of your agreement.
- All parties to this agreement should consider obtaining legal advice about their rights and obligations.

PART A – BASIC TERMS

This agreement is between the Landlord(s) and the Tenant(s) listed on this form.

1. Date of agreement

This is the date the agreement is signed: _____

If the agreement is signed by the parties on different days, the date of the agreement is the date the last person signs the agreement.

2. Premises let by the Landlord

Address of premises

Street: 30 Victoria Street
Suburb: Adelaide State: SA Postcode: 5000

Reservations

Detail any part of the premises excluded from this agreement or reserved for the Landlord's sole use or use in common with the Tenant:

3. Landlord's details

Full name or company name: AUSTRALIAN EDUCATION HOLDINGS 3 PTY LTD as trustee for METRO TRUST

ABN/ACN (if applicable): _____

Address of registered office (if landlord is a company)

Address: _____
Suburb: _____ State: _____ Postcode: _____

Address for service of documents (must not be the agent's address)

Address: C/O 30 Victoria Street
Suburb: Adelaide State: SA Postcode: 5000

Full name or Company name: _____

ABN/ACN (if applicable): _____

Address for service of documents (must not be the agent's address)

Address: _____
Suburb: _____ State: _____ Postcode: _____

Landlord's agent's details

Company name: UniLodge Metro Adelaide

Trading name: UniLodge South Australia Pty Ltd

Agent name: Melissa Tracey

Address: 30 Victoria Street
Adelaide State: SA Postcode: 5000

Phone number: 08 8385 9000 ABN/ACN (if applicable): 90 111 718 140

Email address: metroadelaide@unilodge.com.au

Registration number (RLA): 214036

Note: The Landlord must notify the Tenant within 14 days if any of this information changes.

Details of any person with superior title to the Landlord

Full name: _____

Address: _____
_____ State: _____ Postcode: _____

4. Tenant details

Each Tenant that is a party to the agreement must provide their details here.

Full name of **Tenant 1**: TEST TEST
Phone number: _____ ABN/ACN: _____
Email for service of notices or documents: csm.metroadelaide@unilodge.com.au

Full name of **Tenant 2**: _____
Phone number: _____
Email for service of notices or documents: _____

Full name of **Tenant 3**: _____
Phone number: _____
Email for service of notices or documents: _____

Full name of **Tenant 4**: _____
Phone number: _____
Email for service of notices or documents: _____

Note: If there are more than four tenants, include details on an extra page.

5. Length of the agreement

Fixed term agreement
Start date: _____
(this is the date the agreement starts and you may move in)
End date: _____

Note: If the term is 90 days or less, include a Short Fixed Term Tenancies Notice (Form 1).

Periodic agreement (monthly) Start date: _____

Note: A periodic (e.g. month by month) tenancy agreement will be formed at the end of the fixed term agreement if the Landlord and Tenant do not sign a new fixed term agreement and the Tenant stays in the property.

6. Rent

Rent amount (\$) (payable in advance) _____

To be paid per week fortnight calendar month

Day rent is to be paid _____
(e.g. each Thursday or the 11th of each month)

Date first rent payment due: _____

Does a rent control notice apply in respect of the premises? Yes No

7. Bond

The maximum bond is:

- (a) if the rent is less than \$800 per week – four weeks' rent; or
- (b) if the rent is more than \$800 per week – six weeks' rent.

Bond amount (\$): 0.00

Date bond payment due: _____

8. Domestic appliances requiring instructions

(List the appliances here. Manufacturers manuals, or written or oral instructions must be provided to the Tenant.)

9. Details of embedded electricity network

Is electricity supplied to the premises via a connection point that is part of an embedded network? Yes No

If yes, the Landlord must provide the following information –

(a) General information about the nature, benefits and potential consequences of participating in an embedded network:

(b) Details of the retailer for the embedded network

Name: _____ ABN: _____

Phone: _____ Email: _____

Website: _____


Tariffs that apply: _____

(c) Metering arrangements and potential costs of participating in the embedded network:

(d) Cost apportionments per kilowatt hour for any bundled utilities arising from participation in the embedded network:

10. Method of rent payment

(Landlord to tick available methods of rent payment. At least one method must be electronic.)

direct deposit bank deposit cash cheque or money order 

other electronic form of payment Console Pay - Direct Debit

Payment details (if applicable): _____

~~BSB no. 105000 Account no. 160401040~~
~~Account name UNILODGE SOUTH AUSTRALIA PTY LTD METRO ADELAIDE RENTAL TRUST ACC~~
~~Payment reference~~

11. Water consumption

The Tenant is required to pay water charges as detailed and as allowed under the Act:

All water use and supply charges Water use only Supply charge only
 All water usage over and above _____ kL per _____ No charge for water
 Other (specify)

12. Utilities

The following utilities/services are separately metered or supplied to the premises and the Tenant will pay rates and charges as consumed:

electricity other: _____
 gas other: _____
 water other: _____

The following utilities/services are not separately metered or supplied to the premises and the Tenant will pay a portion of the rates and charges using the following method of apportionment:

Service	Apportionment
_____	_____
_____	_____
_____	_____

13. Inspection sheet

The Landlord or Landlord's agent must give each Tenant a signed copy of the inspection sheet at the time the Tenant commences occupation of the premises.

(Landlord (or landlord's agent) to tick as appropriate)

- The inspection sheet has been provided.
- The inspection sheet will be provided to the Tenant on or before the date the agreement starts.

14. Notice of Landlord's intention to offer premises for sale

The Landlord has advertised or intends to advertise the premises for sale or has entered into a sales agency agreement for the sale of the premises: Yes No

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1. Residential Tenancies Act 1995

- 1.1 This agreement is subject to the *Residential Tenancies Act 1995 (SA) (Act)* and *Residential Tenancies Regulations 2010 (SA) (Regulations)*.
- 1.2 If there is any inconsistency between a provision of this agreement and the Act or Regulations, unless the Act or Regulations permit otherwise, the Act or Regulations will prevail to the extent of the inconsistency.

2. Rent

- 2.1 The Tenant must pay the rent at the times and in the manner set out in Part A of this agreement.
- 2.2 The Landlord must give the Tenant written notice of a proposed rent increase in accordance with the Act.
- 2.2 Rent cannot be increased more than once every 12 months.

3. Utilities

The Tenant must pay for all services to the premises including electricity, gas, telecommunications and water (unless provided otherwise in Part A of this agreement) as consumed.

4. Tenant's obligations

The Tenant must not:

- 4.1 use the premises for any other use than its place of residence;
- 4.2 permit, cause or use the premises for any illegal or unauthorised purpose;
- 4.3 damage the premises or permit or allow any of its invitees to damage the premises (other than fair wear and tear);
- 4.4 make any modifications or alterations to the premises without the Landlord's written consent unless the modification or alterations are prescribed under the Act. The Landlord must comply with the Act in granting or refusing its consent;
- 4.5 use any of the Landlord's fixtures or fittings for any other use than the intended use;
- 4.6 cause or permit any interference, nuisance or an invasion of peace or privacy to any neighbouring premises;
- 4.7 park any vehicles, motorcycles, bicycles or scooters inside the premises and only park such vehicles in an area allocated specifically for the Tenant for such use or as agreed to by the Landlord;
- 4.8 use any machinery or equipment owned by the Landlord and left on the premises other than in accordance with the Landlord's or manufacturer's instructions;
- 4.9 permit any other person than the persons agreed by the Landlord to remain on the premises for more than 14 days; or
- 4.10 smoke or permit any invitee to smoke within the premises.

5. Condition of the premises

5.1 The Landlord:

- 5.1.1 must ensure that the premises comply with any minimum housing standards, and are vacant and reasonably clean when the Tenant moves in;
- 5.1.2 must maintain the premises and ancillary property in a reasonable state of repair having regard to their age, character and prospective life; and
- 5.1.3 will comply with requirements in relation to minimum efficiency standards for appliances, fittings or fixtures.

5.2 The Tenant:

- 5.2.1 must replace any ancillary property lost or destroyed while in the care of the Tenant;
- 5.2.2 must take all reasonable care not to damage the premises;
- 5.2.3 must promptly notify the Landlord of damage to the premises;
- 5.2.4 must keep the premises in a reasonably clean condition (subject to reasonable wear and tear);
- 5.2.5 must replace at its own cost all blown or damaged light bulbs, LED lights and fluorescent tubes throughout the tenancy and ensure that all lighting is in a working condition at the end of the tenancy;
- 5.2.6 must make good any damage to the premises caused by the Tenant or its invitees (other than fair wear and tear);
- 5.2.7 must keep the premises clear of any rubbish;
- 5.2.8 must dispose of rubbish in accordance with council rules/guidelines and use the appropriate bins provided by or recommended by council;

- 5.2.9 must regularly maintain the gardens (including but not limited to mowing lawns, removing weeds and watering plants, shrubs, trees and flowers) to the same standard as at the commencement of this agreement;
- 5.2.10 must not do anything which may damage or block any drains (including but not limited to gutters, downpipes and stormwater drains);
- 5.2.11 must keep the premises clean and free from mould, fungi and damp caused by the Tenant's use of the premises; and
- 5.2.12 must (if the premises contains a swimming pool) regularly maintain at its own cost the pool and associated equipment to the same standard as at the commencement of this agreement.

6. Repairs by Landlord

- 6.1 The Tenant must notify the Landlord, in writing, as soon as practicable of a defect requiring repair, including:
 - 6.1.1 damage to the premises.
 - 6.1.2 a breakdown of facilities, fixtures, furniture or equipment supplied by the Landlord.
- 6.2 The Landlord must carry out urgent repairs promptly and non-urgent repairs in a reasonable time having regard to the nature of the repair.

7. Emergency repairs

In the case of an accident or damage occurring outside of normal business hours and which may pose a risk to life, health or security of the premises, the Tenant must comply with the Landlord's agent's procedures for after-hours emergencies notified to the Tenant from time to time.

8. Alterations

- 8.1 The Tenant:
 - 8.1.1 must obtain the Landlord's consent before making any alteration or addition to the premises;
 - 8.1.2 will be responsible for the cost of the alteration or addition;
 - 8.1.3 must, at the end of the tenancy, return the premises to its former state as if the alteration or addition had not been made (unless otherwise agreed with the Landlord);
 - 8.1.4 may only remove a fixture the Tenant has installed if removing it would not cause damage to the premises; and
 - 8.1.5 must repair, or compensate the Landlord for repairing, any damage caused by the Tenant in making an alteration or addition, or in removing a fixture.
- 8.2 The Landlord:
 - 8.2.1 will not unreasonably withhold consent if the alteration or addition is:
 - (a) minor in nature;
 - (b) necessary to provide infrastructure of a prescribed kind;
 - (c) reasonable and necessary for a Tenant with a disability and would not significantly change the premises; or
 - (d) reasonable and necessary for a Tenant with mobility needs relating to their age and would not significantly change the premises; and
 - 8.2.2 may refuse consent if:
 - (a) the alteration would significantly change the premises;
 - (b) the alteration would require modifications to any common areas;
 - (c) the alteration would result in noncompliance with any law;
 - (d) any action required to restore the premises would not be reasonably practicable; or
 - (e) a valid notice of termination has been given to the Tenant.

9. Security of premises

- 9.1 The Landlord will provide and maintain locks and other security devices to ensure the premises are reasonably secure.
- 9.2 Neither the Landlord nor the Tenant may alter, remove or add a lock or security device without the consent of the other party (other than locks on the letterbox), except in the case of domestic abuse in accordance with the Act. Consent will not be unreasonably withheld.

10. Access and entry

- 10.1 The Landlord (or Landlord's agent) may enter the premises:
- 10.1.1 in an emergency;
 - 10.1.2 to collect rent by arrangement with the Tenant, if required;
 - 10.1.3 to inspect the premises up to four times per year (provided that at least 7 days prior to an inspection, the Landlord must give written notice specifying the purpose of the entry, date and 2-hour window within which the inspection will occur);
 - 10.1.4 to carry out garden maintenance at the request of, or by arrangement with, the Tenant or by giving notice between 7 and 14 days prior to the entry;
 - 10.1.5 to carry out maintenance at the request of the Tenant or after giving 48 hours' notice;
 - 10.1.6 to carry out the requirements of a housing assessment order or housing improvement order after giving 48 hours' notice;
 - 10.1.7 to show the premises to prospective tenants during the 28 days prior to the end of the Tenancy after giving the Tenant reasonable notice;
 - 10.1.8 to show the premises to prospective purchasers no more than twice per week, at times as arranged with the Tenant (or as ordered by the Tribunal if parties cannot agree);
 - 10.1.9 after issuing a notice of breach, to determine if the breach has been remedied after giving the prescribed notice to the Tenant between 7 and 14 days prior to the entry;
 - 10.1.10 for other genuine purposes with consent of the Tenant or by giving notice between 7 and 14 days prior to the entry; and
 - 10.1.11 if the premises have been abandoned.
- 10.2 The Tenant:
- 10.2.1 must allow entry to the premises where the Landlord has followed proper procedure; and
 - 10.2.2 may request to be present when the Landlord or agent is at the premises and reasonable efforts will be made to accommodate the request.

11. Pets

- 11.1 The Tenant must apply to the Landlord for approval to keep a pet on the premises (other than an exempt animal under the Act).
- 11.2 The Landlord may:
- 11.2.1 refuse the application on the grounds specified in the Act;
 - 11.2.2 give approval subject to conditions; and
 - 11.2.3 impose, vary or revoke a condition of approval at any time by giving notice to the Tenant.

12. Assignment or sub-letting

- 12.1 The Tenant must not assign (transfer to another person) or sub-let the whole or any part of the premises without the written consent of the Landlord.
- 12.2 The Landlord may give the Tenant notice to vacate if the Tenant assigns or sub-lets the premises without consent.
- 12.3 The Landlord:
- 12.3.1 cannot unreasonably withhold consent to sub-let the premises.
 - 12.3.2 must not demand or receive a fee or payment for consent (but may recover expenses reasonably incurred by the Landlord because of the assignment or subletting).

13. Landlord's obligations

The Landlord will:

- 13.1 if the Landlord determines to sell the premises:
- 13.1.1 give the tenant written notice of the Landlord's intention to sell the premises within 14 days of entering into a sales agency agreement or determining to make the premises available for inspection by prospective purchasers;
 - 13.1.2 will not advertise the premises for sale or make the premises available for inspection by prospective purchasers until 14 days after the Tenant is notified; and
 - 13.1.3 if a contract is entered into for the sale, will notify the Tenant of the name of the purchaser and the date from which rent is to be paid to them;
- 13.2 bear all statutory charges in respect of the premises; and
- 13.3 allow the Tenant quiet enjoyment of the premises without interference by the Landlord.

14. Insurance

- 14.1 The Landlord will insure the premises.
- 14.2 In relation to insurance policies taken out by the Landlord in respect of the premises, the Tenant must not do any act or omission which would make an insurance policy invalid.
- 14.3 The Tenant acknowledges that it will be responsible to insure its contents (at its own cost).

15. Strata or Community Title

- 15.1 If the premises are part of a strata scheme under the *Strata Titles Act 1988* (SA) or a community scheme under the *Community Titles Act 1996* (SA) the Landlord must give the Tenant a copy of the articles or by-laws of the strata scheme or community scheme at the commencement of the tenancy.
- 15.2 The Tenant must comply with the articles or by-laws at all times during the tenancy.

16. Termination

Subject to the Act and without limiting any other rights of termination the Landlord or Tenant may have under the Act:

16.1 Termination at end of fixed term

- 16.1.1 If this agreement is a fixed term agreement the Landlord may terminate this agreement at the expiry of the fixed term by providing at least 60 days' notice to the Tenant (subject to any requirements of the Regulations).
- 16.1.2 If this agreement is a fixed term agreement the Tenant may terminate this agreement at the expiry of the fixed term by providing at least 28 days' notice to the Landlord.
- 16.1.3 If this agreement is not terminated by either party, it continues as a periodic tenancy otherwise on the terms of this agreement until terminated by either party.

16.2 Termination by Landlord for failure to pay rent

If the rent is overdue by at least 14 days, the Landlord may issue the Tenant with a notice of termination for breach.

16.3 Termination by either party for breach

If either party breaches this agreement (and that breach is capable of being remedied), the other party may issue a notice of breach detailing the breach and that if the breach is not remedied within the time specified (being not less than seven days) the tenancy will end. If the breach is not remedied within the time specified in the notice, the tenancy will end on the date specified in the notice.

16.4 Reletting costs

If the Landlord terminates this agreement before the end of the fixed term for breach by the Tenant, the Tenant will be liable to pay the Landlord's reasonable costs of reletting the premises including advertising and reletting fees.

17. End of occupancy

At the expiration or earlier determination of this agreement, the Tenant must:

- 17.1 deliver vacant possession of the premises to the Landlord;
- 17.2 deliver to the Landlord or its agent all keys and security devices;
- 17.3 leave the premises in the same condition (fair wear and tear excepted) as set out in the inspection sheet, including thoroughly cleaning the premises; and
- 17.4 remove all of the Tenant's property and belongings (including fixtures and modifications where required) from the premises and rectify any damage (at the Tenant's cost) caused by such removal.

18. Privacy

- 18.1 As part of the Landlord leasing the premises to the Tenant, the Tenant will be required to give the Landlord or its agent Personal Information (as defined in the *Privacy Act 1998* (Cth)).
- 18.2 Subject to the *Privacy Act 1998* (Cth), the Tenant consents to providing such information and permits the Landlord and/or its agent to:
 - 18.2.1 disclose the information to third parties for the purpose of marketing and sales campaigns, for any purpose stated in the privacy statement given to the Tenant (or the privacy policy of the Landlord's agent), and for any matters, issues or disputes related to this agreement or the tenancy;
 - 18.2.2 to keep on its database for future marketing and sales campaigns or similar (including where the Landlord is not marketing or selling a property);
- 18.3 If the Landlord or its agent is required to maintain a privacy policy in accordance with the *Privacy Act 1998* (Cth), upon request from the Tenant, the Landlord or its agent must provide the Tenant with a copy of its privacy policy.

19. Counterparts

- 19.1 This agreement (identical in form and context) may be executed in any number of counterparts. All counterparts together will be taken to constitute one instrument of the relevant agreement.
- 19.2 Each party consents to this agreement and any notices provided under this agreement being signed by any other party in accordance with an electronic communication method and being given or produced by electronic communication, including by link emailed to a party to download an electronic copy.

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PART C - ADDITIONAL TERMS

List any additional terms to this agreement. The terms listed must not exclude, restrict or modify any of the rights and duties included in the Act or Regulations.

Note: If you need extra space, attach a separate sheet. Both the Landlord and Tenant should sign and date all attachments.

1. Residential Handbook:

a) Upon signing this agreement the TENANT acknowledges they have been issued with a Resident Handbook containing additional terms and conditions of the Residential Tenancy Agreement. The TENANT must comply with all the conditions contained in the handbook. All conditions are enforceable as if they are part of this AGREEMENT. The TENANT must not permit any visitor to breach any of the terms and conditions.

b) The LANDLORD may create or vary terms and conditions from time to time in accordance with the ACT. The TENANT will be notified in writing of any changes to the terms and conditions.

2. Schedule of Contents - The attached schedule of Contents from part of this agreement

4. Special Conditions

5. Summary of Community Corporation 25494 Inc. By Laws (Annexure A)

Special Conditions

1. Induction - Residents are required to attend compulsory inductions within the first 72 hours of moving in. Inductions cover fire safety, maintenance, the Residential Life Program, onsite support etc. to ensure Resident safety, security and wellbeing.

2. Cleaning - Upon acceptance of your lease you are bound to take the premises in the condition as seen at the time of your inspection. The tenant agrees to keep the property in a reasonable clean and tidy condition throughout the tenancy. It is a term of the Residential Tenancy Agreement that at the end of the tenancy the tenant(s) must give back the premises to the landlord in a reasonable condition and in a reasonable state of cleanliness. If the carpets in our opinion are not in a reasonable state of cleanliness at the end of your tenancy, professional carpet cleaners may need to be engaged, with the invoice payable by the tenant. Any cleaning required once keys have been returned for the apartment will be charged to the tenant.

3. Alcohol - The Tenant agrees that the consumption of alcohol is strictly prohibited in any common areas of the building. Alcohol must not be consumed immediately outside the property or any of its entrances, exits including fire doors at anytime.

4. Damages - The Landlord is entitled to reimbursement where damage has occurred other than fair wear and tear.

5. Unless otherwise pre-arranged with UniLodge Metro, all tenants are to vacate the apartment and return keys to reception by 11AM on the day the Tenancy Agreement expires.

6. Hooks and Nails - The Tenant agree not to insert any hooks or nails into the walls without written permission from the Landlord. Blu-tak should not be used as removal may damage the walls.

7. Maintenance - The Tenant agrees to report all maintenance and damage in writing as soon as possible. We cannot act on any repairs until we have your written instructions and authorization. You can report any maintenance via the QR code located in the building.

8. Noise - All Tenants must observe consideration for their neighbours. NO excessive noise is permitted after 10pm to 7am on a weekday and 11pm to 8am on the weekends. Noise disturbances can potentially lead to eviction and / or legal prosecution.

9. Pets- Subject to the Act, a person bound by these by-laws must not without the consent of the Corporation, keep any animal in, or in the vicinity of, a Lot. (By-law 11)

10. Room Move - If Tenant would like to move to another room during the tenancy, the Tenant will need to inform the agent and acknowledge the additional condition for the room moving during the tenancy. There is an administration cost of \$160.00.

11. Smoking - Smoking is prohibited inside the premises at all times.

12. Community Corporation By-Laws - The Tenant agrees to abide by all Community Corporation By-Laws. A summary of the by-laws is attached and a full copy is available to view at any time from our office.

13. Common Areas - The Tenant agrees that the common areas are intended for use by all residents.

14. Inventory - The Inventory forms part of the lease.

15. Student Hand Book - The terms and conditions contained in the student hand book which was issued with the letter of offer form part of the lease. The TENANT must comply with all the conditions contained in the handbook. All conditions are enforceable as if they are part of this AGREEMENT.

PART D - EXECUTION

Signatures

This agreement is made under the **Residential Tenancies Act 1995 (SA)**.

Landlord

Signature of Landlord 1 (or Landlord's agent)

Signature of Landlord 2 (or Landlord's agent)

Dated _____

Dated _____

Tenant

All Tenants listed must sign this agreement.

I/we acknowledge receipt of the *Tenant Information Guide* provided by the Landlord

Signature of Tenant 1

Signature of Tenant 2

Dated _____

Dated _____

Signature of Tenant 3

Signature of Tenant 4

Dated _____

Dated _____

Note: Each Tenant who is a party to the agreement must sign and date here. If there are more than four Tenants, include details on an extra page.

Any alterations to this agreement must be in writing, signed and dated by the parties.

Annexure A

By-Laws Community Corporation 25494 Inc. (Summary)

30 Victoria Street, Adelaide

Common Property is the term used to describe areas that are shared by everyone here and includes the foyer, all hallways, lifts and indoor and outdoor common areas. These areas are meant to be shared and enjoyed by all UniLodge Metro Residents. Please make sure that you and any guests look after these areas and let everyone else enjoy these areas also. If you find that something is broken or not working please let us know. If somebody is breaking any rules in the area again please let us know. A full copy of the By laws is available from Reception.

Some important By-laws that you need to understand are:

5.3 - play cricket or golf or any other game in such a manner as to interfere with the safety or comfort of any other person

5.7 - use any language or behave in a manner likely to cause offence or a nuisance or embarrassment to others

5.8 - cause or allow loud noise or any other nuisance or disturbance to be made

5.10 - interfere with others use or enjoyment

8.5 - interfere with any fire alarms, sprinkler system, air conditioning or other machinery installed in the lot or in the building

11 - a person bound by these by-laws must not without the consent of the Corporation, keep any animal in, or in the vicinity of, a Lot.

16.3 - interfere, or allow visitors to interfere, with others in the enjoyment of their rights in relation to lots or Common Property

16.5 - throw, roll or discharge any stone substance or missile to the danger of any person on the common Property

16.6 - deface, paint, write, cut names or letters or make marks on or fix bills or advertisement to any part of the Common Property

16.7 - consume alcohol in ANY shared or designated area

20 - the Corporation may remove any person from a part of the Community Parcel who is found committing a breach of a by-law. If you are breaking any of these rules you may be fined up to \$1,000. More serious breaches can be as high as \$15,000.

