

Standard form residential tenancy agreement (NSW)

This agreement is made on dd/mm/yyyy at Urbanest Darling Square Leasing Pty Ltd between

Item 1**1.1 Landlord**

Urbanest Darling Square Leasing Pty Ltd (ABN 67113 853 245) ATF Urbanest Darling Square Leasing Trust

Address for service

41 Darling Drive, Sydney, NSW 2000

1.2 Landlord Contact Details

Telephone in Australia	Telephone from outside Australia
1800 260 801	+61 2 8091 9959

Email address

darlingsquare@urbanest.com.au

Item 2**2.1 Tenant**

tenant name

2.2 Address for service (if different from address of the premises in item 5.1)

	Postcode:

Telephone number	Mobile or cellphone number
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Email address

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Item 3**3.1 Tenant's agent details/Tenant's Representative for Notices/Emergency Contact**

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Address for service

	Postcode:

3.2 Telephone numbers

Email address

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Item 4**Term**

4.1	The term of the agreement is fixed.		
4.2	Starting on (Start Date):		Ending on (End Date):

Item 5**Residential Premises****5.1 Accommodation Details**

Room number		
Accommodation Type		

5.2 Inclusions provided.

The Rent is inclusive of the following services and facilities: Fully furnished room and apartment including cooktop and oven, fridge/freezer, microwave oven, vacuum cleaner, ironing board, mop and bucket and dustpan and brush in shared living, dining and kitchen area;

Utility services including water and energy (see Fair Use Policy contained in the House Rules);

Air-conditioning/heating: allowance of 56 hours cooling/heating per room per week;

Wireless Internet: Unlimited wireless internet (as per Terms and Conditions available upon sign-on); and

Contents insurance: up to AU\$3,000 contents sum insured per tenant (subject to excesses and limitations; refer to contents insurance policy terms for details).

Utility services for which the Tenant must pay:

As requested by the Landlord, supply of air-conditioning/heating and broadband services in excess of any allowances listed above.

NOTE: As the Rent is inclusive of the utilities listed in this Item 5.2, **clause 10** of this agreement is not applicable.

Item 6**Rent****6.1 Weekly Rate**

The rent is	AU	a week (GST inclusive)
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6.2 Payment terms

Your Payment Terms:

Rent payable in advance starting on

The Tenant is not required to pay more than 2 weeks rent in advance (unless the Tenant elects to do so).
The Tenant has elected to pay Rent in advance in accordance with the following payment schedule:

6.3 Rent Package:

The Rent is payable in respect of the accommodation specified in item 5.1 and the services specified in item 5.2.

6.4 Method of rent payment

The Tenant will pay the Rent to the Landlord by:

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Paying by credit card will incur a surcharge per transaction, the cost of which is determined by the card issuer.

If the Tenant elects to make the rent payments by EFTPOS or Credit Card, the place of rent payment will be Darling Square, 41 Darling Drive, Sydney, AUSTRALIA NSW 2000

Item 7**Rental Bond**

A rental bond of

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must be paid by the tenant on signing this agreement. The amount of the rental bond must be no more than 4 weeks rent.

Item 8**Important information****Maximum number of occupants**

No more than 1 person may ordinarily live in the premises at any one time.

Urgent repairs

Nominated tradespeople for urgent repairs:

For electrical, plumbing or other repairs, contact the in-house maintenance team:

Telephone: 1800 260 801

Office address: 41 Darling Drive, Sydney, AUSTRALIA NSW 2000

Water usage

Will the tenant be required to pay separately for water usage? ~~Yes~~ No

If yes, see clauses 11 and 12.

Strata by-laws

Are there any strata or community scheme by-laws applicable to the residential premises?

~~Yes~~ No

If yes, see clause 35.

Condition report

A condition report relating to the condition of the premises must be completed by or on behalf of the landlord before or when this agreement is signed.

Tenancy laws

The Residential Tenancies Act 2010 and the Residential Tenancies Regulation 2010 apply to this agreement. Both the landlord and the tenant must comply with these laws.

Right to occupy the premises

1. The landlord agrees that the tenant has the right to occupy the residential premises during the tenancy. The residential premises include the additional things (if any) noted under Residential premises.

Copy of Agreement

2. The landlord agrees to give the tenant:
 - 2.1. a copy of this agreement before or when this agreement is signed and given by the tenant to the landlord or a person on the landlord's behalf, and
 - 2.2. a copy of this agreement signed by both the landlord and the tenant as soon as is reasonably practicable.

Rent

3. **The tenant agrees:**
 - 3.1. to pay rent on time, and
 - 3.2. to reimburse the landlord for the cost of replacing rent deposit books or rent cards lost by the tenant, and
 - 3.3. to reimburse the landlord for the amount of any fees paid by the landlord to a bank or other authorised deposit-taking institution as a result of funds of the tenant not being available for rent payment on the due date.
4. **The landlord agrees:**
 - 4.1. to provide the tenant with at least one means to pay rent for which the tenant does not incur a cost (other than bank fees or other account fees usually payable for the tenant's transactions) and that is reasonably available to the tenant, and
 - 4.2. not to require the tenant to pay more than 2 weeks rent in advance or to pay rent for a period of the tenancy before the end of the previous period for which rent has been paid, and
 - 4.3. not to require the tenant to pay rent by a cheque or other negotiable instrument that is post-dated, and
 - 4.4. to accept payment of unpaid rent after the landlord has given a termination notice on the ground of failure to pay rent if the tenant has not vacated the residential premises, and
 - 4.5. not to use rent paid by the tenant for the purpose of any amount payable by the tenant other than rent, and

4. 4.6. to give a rent receipt to the tenant if rent is paid in person (other than by cheque) and to make a rent receipt available for collection by the tenant or to post it to the residential premises if rent is paid by cheque, and
- 4.7. to keep a record of rent paid under this agreement and to provide a written statement showing the rent record for a specified period within 7 days of a request by the tenant (unless the landlord has previously provided a statement for the same period).

Note. The landlord and tenant may, by agreement, change the manner in which rent is payable under this agreement.

Rent increases

5. **The landlord and the tenant agree** that the rent cannot be increased after the end of the fixed term (if any) of this agreement or under this agreement unless the landlord gives not less than 60 days written notice of the increase to the tenant. The notice must specify the increased rent and the day from which it is payable.

Note: Section 42 of the Residential Tenancies Act 2010 sets out the circumstances in which rent may be increased during the fixed term of a residential tenancy agreement. An additional term for this purpose may be included in the agreement.

6. **The landlord and the tenant agree:**
 - 6.1. that the increased rent is payable from the day specified in the notice, and
 - 6.2. that the landlord may cancel or reduce the rent increase by a later notice that takes effect on the same day as the original notice, and
 - 6.3. that increased rent under this agreement is not payable unless the rent is increased in accordance with this agreement and the *Residential Tenancies Act 2010* or by the Consumer, Trader and Tenancy Tribunal.

Rent reductions

7. **The landlord and the tenant agree** that the rent abates if the residential premises:
 - 7.1. are destroyed, or become wholly or partly uninhabitable, otherwise than as a result of a breach of this agreement, or
 - 7.2. cease to be lawfully usable as a residence, or
 - 7.3. are compulsorily appropriated or acquired by an authority.
8. **The landlord and the tenant may**, at any time during this agreement, agree to reduce the rent payable.

Payment of council rates, land tax, water and other charges

9. The landlord agrees to pay:

- 9.1. rates, taxes or charges payable under any Act (other than charges payable by the tenant under this agreement), and
- 9.2. the installation costs and charges for initial connection to the residential premises of an electricity, water, gas, bottled gas or oil supply service, and
- 9.3. all charges for the supply of electricity, gas (except bottled gas) or oil to the tenant at the residential premises that are not separately metered, and
- 9.4. the costs and charges for the supply or hire of gas bottles for the supply of bottled gas at the commencement of the tenancy, and
- 9.5. all charges (other than water usage charges) in connection with a water supply service to separately metered residential premises, and
- 9.6. all charges in connection with a water supply service to residential premises that are not separately metered, and
- 9.7. all charges for the supply of sewerage services (other than for pump out septic services) or the supply or use of drainage services to the residential premises, and
- 9.8. all charges for the availability of gas to the residential premises if the premises do not have any appliances, supplied by the landlord, for which gas is required and the tenant does not use gas supplied to the premises for any purpose.

10. The tenant agrees to pay:

- 10.1. all charges for the supply of electricity, gas (except bottled gas) or oil to the tenant at the residential premises if the premises are separately metered, and
- 10.2. all charges for the supply of bottled gas to the tenant at the residential premises, and
- 10.3. all charges for pumping out a septic system used for the residential premises, and
- 10.4. any excess garbage charges relating to the tenant's use of the residential premises, and
- 10.5. water usage charges, if the landlord has installed water efficiency measures referred to in clause 11 and the residential premises:
 - 10.5.1. are separately metered, or
 - 10.5.2. are not connected to a water supply service and water is delivered by vehicle.

11. The landlord agrees that the tenant is not required to pay water usage charges unless:

- 11.1. the landlord gives the tenant a copy of the part of the water supply authority's bill setting out the charges, or other evidence of the cost of water used by the tenant, and
 - 11.2. the landlord gives the tenant at least 21 days to pay the charges, and
 - 11.3. the landlord requests payment of the charges by the tenant not later than 3 months after the issue of the bill for the charges by the water supply authority, and
 - 11.4. the residential premises have the following water efficiency measures:
 - 11.4.1. all internal cold water taps and single mixer taps for kitchen sinks or bathroom hand basins on the premises have a maximum flow rate of 9 litres per minute,
 - 11.4.2. all showerheads have a maximum flow rate of 9 litres per minute,
 - 11.4.3. there are no leaking taps at the commencement of this agreement or when the water efficiency measures are installed, whichever is the later.
12. **The landlord agrees** to give the tenant the benefit of, or an amount equivalent to, any rebate received by the landlord for water usage charges payable or paid by the tenant.

Possession of the premises

13. The landlord agrees:

- 13.1. to make sure the residential premises are vacant so the tenant can move in on the date agreed, and
- 13.2. to take all reasonable steps to ensure that, at the time of signing this agreement, there is no legal reason why the premises cannot be used as a residence for the term of this agreement.

Tenant's right to quiet enjoyment

14. The landlord agrees:

- 14.1. that the tenant will have quiet enjoyment of the residential premises without interruption by the landlord or any person claiming by, through or under the landlord or having superior title to that of the landlord (such as a head landlord), and
- 14.2. that the landlord or the landlord's agent will not interfere with, or cause or permit any interference with, the reasonable peace, comfort or privacy of the tenant in using the residential premises, and
- 14.3. that the landlord or the landlord's agent will take all reasonable steps to ensure that the landlord's other neighbouring tenants do not interfere with the reasonable peace, comfort or privacy of the tenant in using the residential premises.

Use of the premises by tenant**15. The tenant agrees:**

- 15.1. not to use the residential premises, or cause or permit the premises to be used, for any illegal purpose, and
- 15.2. not to cause or permit a nuisance, and
- 15.3. not to interfere, or cause or permit interference, with the reasonable peace, comfort or privacy of neighbours, and
- 15.4. not to intentionally or negligently cause or permit any damage to the residential premises, and
- 15.5. not to cause or permit more people to reside in the residential premises than is permitted by this agreement.

16. The tenant agrees:

- 16.1. to keep the residential premises reasonably clean, and
- 16.2. to notify the landlord as soon as practicable of any damage to the residential premises, and
- 16.3. that the tenant is responsible to the landlord for any act or omission by a person who is lawfully on the residential premises if the person is only permitted on the premises with the tenant's consent and the act or omission would be in breach of this agreement if done or omitted by the tenant, and
- 16.4. that it is the tenant's responsibility to replace light globes and batteries for smoke detectors on the residential premises.

17. The tenant agrees:, when this agreement ends and before giving vacant possession of the premises to the landlord:

- 17.1. to remove all the tenant's goods from the residential premises, and
- 17.2. to leave the residential premises as nearly as possible in the same condition, fair wear and tear excepted, as at the commencement of the tenancy, and
- 17.3. to leave the residential premises reasonably clean, having regard to their condition at the commencement of the tenancy, and
- 17.4. to remove or arrange for the removal of all rubbish from the residential premises, and
- 17.5. to make sure that all light fittings on the premises have working globes, and
- 17.6. to return to the landlord all keys, and other opening devices or similar devices, provided by the landlord.

Landlord's general obligations for residential premises**18. The landlord agrees:**

- 18.1. to make sure that the residential premises are reasonably clean and fit to live in, and

- 18.2. to make sure that all light fittings on the residential premises have working light globes on the commencement of the tenancy, and
- 18.3. to keep the residential premises in a reasonable state of repair, considering the age of, the rent paid for and the prospective life of the premises, and
- 18.4. not to interfere with the supply of gas, electricity, water, telecommunications or other services to the residential premises (unless the interference is necessary to avoid danger to any person or enable maintenance or repairs to be carried out), and
- 18.5. to comply with all statutory obligations relating to the health or safety of the residential premises.

Urgent repairs**19. The landlord agrees** to pay the tenant, within 14 days after receiving written notice from the tenant, any reasonable costs (not exceeding \$1,000) that the tenant has incurred for making urgent repairs to the residential premises (of the type set out below) so long as:

- 19.1. the damage was not caused as a result of a breach of this agreement by the tenant, and
- 19.2. the tenant gives or makes a reasonable attempt to give the landlord notice of the damage, and
- 19.3. the tenant gives the landlord a reasonable opportunity to make the repairs, and
- 19.4. the tenant makes a reasonable attempt to have any appropriate tradesperson named in this agreement make the repairs, and
- 19.5. the repairs are carried out, where appropriate, by licensed or properly qualified persons, and
- 19.6. the tenant, as soon as possible, gives or tries to give the landlord written details of the repairs, including the cost and the receipts for anything the tenant pays for.

Note: The type of repairs that are urgent repairs are defined as follows:

- (a) a burst water service,
- (b) an appliance, fitting or fixture that uses water or is used to supply water that is broken or not functioning properly, so that a substantial amount of water is wasted,
- (c) a blocked or broken lavatory system,
- (d) a serious roof leak,
- (e) a gas leak,
- (f) a dangerous electrical fault,
- (g) flooding or serious flood damage,
- (h) serious storm or fire damage,
- (i) a failure or breakdown of the gas, electricity or water supply to the premises,
- (j) a failure or breakdown of any essential service on the residential premises for hot water, cooking, heating, cooling or laundering,
- (k) any fault or damage that causes the premises to be unsafe or insecure.

Sale of the premises**20. The landlord agrees:**

- 20.1. to give the tenant written notice that the landlord intends to sell the residential premises, at least 14 days before the premises are made available for inspection by potential purchasers, and
- 20.2. to make all reasonable efforts to agree with the tenant as to the days and times when the residential premises are to be available for inspection by potential purchasers.

21. The tenant agrees not to unreasonably refuse to agree to days and times when the residential premises are to be available for inspection by potential purchasers.

22. The landlord and tenant agree:

- 22.1. that the tenant is not required to agree to the residential premises being available for inspection more than twice in a period of a week, and
- 22.2. that, if they fail to agree, the landlord may show the residential premises to potential purchasers not more than twice in any period of a week and must give the tenant at least 48 hours' notice each time.

Landlord's access to the premises

23. **The landlord agrees:** that the landlord, the landlord's agent or any person authorised in writing by the landlord, during the currency of this agreement, may only enter the residential premises in the following circumstances:

- 23.1. in an emergency (including entry for the purpose of carrying out urgent repairs),
- 23.2. if the Consumer, Trader and Tenancy Tribunal so orders,
- 23.3. if there is good reason for the landlord to believe the premises are abandoned,
- 23.4. if there is good reason for serious concern about the health of the tenant or any other person on the residential premises and a reasonable attempt has been made to obtain consent to the entry,
- 23.5. to inspect the premises, if the tenant is given at least 7 days written notice (no more than 4 inspections are allowed in any period of 12 months),
- 23.6. to carry out, or assess the need for, necessary repairs, if the tenant is given at least 2 days' notice each time,

- 23.7. to carry out, or assess the need for, work relating to statutory health and safety obligations relating to the residential premises, if the tenant is given at least 2 days' notice each time,
- 23.8. to show the premises to prospective tenants on a reasonable number of occasions if the tenant is given reasonable notice on each occasion (this is only allowed during the last 14 days of the agreement),
- 23.9. to value the property, if the tenant is given 7 days' notice (not more than one valuation is allowed in any period of 12 months),
- 23.10. if the tenant agrees.

24. **The landlord agrees:** that a person who enters the residential premises under clause 23.5, 23.6, 23.7, 23.8 or 23.9 of this agreement:

- 24.1. must not enter the premises on a Sunday or a public holiday, unless the tenant agrees, and
- 24.2. may enter the premises only between the hours of 8.00 a.m. and 8.00 p.m., unless the tenant agrees to another time, and
- 24.3. must, if practicable, notify the tenant of the proposed day and time of entry.

25. **The landlord agrees** that, except in an emergency (including to carry out urgent repairs), a person other than the landlord or the landlord's agent must produce to the tenant the landlord's or the landlord's agent's written permission to enter the residential premises.

26. **The tenant agrees** to give access to the residential premises to the landlord, the landlord's agent or any person, if they are exercising a right to enter the residential premises in accordance with this agreement.

Alterations and additions to the premises**27. The tenant agrees:**

- 27.1. not to install any fixture or renovate, alter or add to the residential premises without the landlord's written permission, and
- 27.2. not to remove, without the landlord's permission, any fixture attached by the tenant that was paid for by the landlord or for which the landlord gave the tenant a benefit equivalent to the cost of the fixture, and
- 27.3. to notify the landlord of any damage caused by removing any fixture attached by the tenant, and
- 27.4. to repair any damage caused by removing the fixture or compensate the landlord for the reasonable cost of repair.

28. **The landlord agrees** not to unreasonably refuse permission for the installation of a fixture by the tenant or to a minor alteration, addition or renovation by the tenant.

Locks and security devices

29. **The landlord agrees:**

- 29.1. to provide and maintain locks or other security devices necessary to keep the residential premises reasonably secure, and
- 29.2. to give each tenant under this agreement a copy of the key or opening device or information to open any lock or security device for the residential premises or common property to which the tenant is entitled to have access, and
- 29.3. not to charge the tenant for the cost of providing the copies except to recover the cost of replacement or additional copies, and
- 29.4. not to alter, remove or add any lock or other security device without reasonable excuse (which includes an emergency, an order of the Consumer, Trader and Tenancy Tribunal, termination of a co-tenancy or an apprehended violence order prohibiting a tenant or occupant from having access) or unless the tenant agrees, and
- 29.5. to give each tenant under this agreement a copy of any key or other opening device or information to open any lock or security device that the landlord changes as soon as practicable (and no later than 7 days) after the change.

30. **The tenant agrees:**

- 30.1. not to alter, remove or add any lock or other security device without reasonable excuse (which includes an emergency, an order of the Consumer, Trader and Tenancy Tribunal, termination of a co-tenancy or an apprehended violence order prohibiting a tenant or occupant from having access) or unless the landlord agrees, and
- 30.2. to give the landlord a copy of the key or opening device or information to open any lock or security device that the tenant changes within 7 days of the change.

31. A copy of a changed key or other opening device need not be given to the other party if the other party agrees not to be given a copy or the Consumer, Trader and Tenancy Tribunal authorises a copy not to be given or the other party is prohibited from access to the residential premises by an apprehended violence order.

Transfer of tenancy or sub-letting by tenant

32. **The landlord and tenant agree** that:

- 32.1. the tenant may, with the landlord's written permission, transfer the tenant's tenancy under this agreement or sub-let the residential premises, and

- 32.2. the landlord may refuse permission (whether or not it is reasonable to do so) to the transfer of the whole of the tenancy or sub-letting the whole of the residential premises, and
- 32.3. the landlord must not unreasonably refuse permission to a transfer of part of a tenancy or a sub-letting of part of the residential premises, and
- 32.4. without limiting clause 32.3, the landlord may refuse permission to a transfer of part of the tenancy or to sub-letting part of the residential premises if the number of occupants would be more than is permitted under this agreement or any proposed tenant or sub-tenant is listed on a residential tenancy database or it would result in overcrowding of the residential premises.

Note: Clauses 32.3 and 32.4 do not apply to social tenancy housing agreements.

33. **The landlord agrees** not to charge for giving permission other than for the landlord's reasonable expenses in giving permission.

Change in details of landlord or landlord's agent

34. **The landlord agrees:**

- 34.1. if the name and telephone number or contact details of the landlord change, to give the tenant notice in writing of the change within 14 days, and
- 34.2. if the address of the landlord changes (and the landlord does not have an agent), to give the tenant notice in writing of the change within 14 days, and
- 34.3. if the name, telephone number or business address of the landlord's agent changes or the landlord appoints an agent, to give the tenant notice in writing of the change or the agent's name, telephone number and business address, as appropriate, within 14 days, and
- 34.4. if the landlord or landlord's agent is a corporation and the name or business address of the corporation changes, to give the tenant notice in writing of the change within 14 days.

Copy of certain by-laws to be provided

35. Not Applicable

Mitigation of loss

36. The rules of law relating to mitigation of loss or damage on breach of a contract apply to a breach of this agreement. (For example, if the tenant breaches this agreement the landlord will not be able to claim damages for loss which could have been avoided by reasonable effort by the landlord.)

Rental bond

37. The landlord agrees that where the landlord or the landlord's agent applies to the Rental Bond Board or the Consumer, Trader and Tenancy Tribunal for payment of the whole or part of the rental bond to the landlord, then the landlord or the landlord's agent will provide the tenant with details of the amount claimed and with copies of any quotations, accounts and receipts that are relevant to the claim and a copy of a completed condition report about the residential premises at the end of the residential tenancy agreement.

Smoke alarms

38. **The landlord agrees** to ensure that smoke alarms are installed and maintained in the residential premises in accordance with section 146A of the Environmental Planning and Assessment Act 1979 if that section requires them to be installed in the premises.
39. **The landlord and tenant each agree** not to remove or interfere with the operation of a smoke alarm installed on the residential premises unless they have a reasonable excuse to do so.

Additional terms

SEE ANNEXURE ADDITIONAL TERMS

Notes

1. Definitions

In this agreement:

landlord means the person who grants the right to occupy residential premises under this agreement, and

includes a successor in title to the residential premises whose interest is subject to that of the tenant.

landlord's agent means a person who acts as the agent of the landlord and who (whether or not the person carries on any other business) carries on business as an agent for: (a) the letting of residential premises, or (b) the collection of rents payable for any tenancy of residential premises.

rental bond means money paid by the tenant as security to carry out this agreement.

residential premises means any premises or part of premises (including any land occupied with the premises) used or intended to be used as a place of residence.

tenancy means the right to occupy residential premises under this agreement.

tenant means the person who has the right to occupy residential premises under this agreement, and includes the person to whom such a right passes by transfer or operation of the law and a sub-tenant of the tenant.

2. Continuation of tenancy (if fixed term agreement)

Once any fixed term of this agreement ends, the agreement continues in force on the same terms as a periodic agreement unless the agreement is terminated by the landlord or the tenant in accordance with the Residential Tenancies Act 2010 (see notes 3 and 4). Clause 5 of this agreement provides for rent to be able to be increased if the agreement continues in force.

3. Ending a fixed term agreement

If this agreement is a fixed term agreement it may be ended by the landlord or the tenant by giving written notice of termination. The notice may be given at any time up until the end of the fixed term but cannot take effect until the term ends. The landlord must give at least 30 days' notice and the tenant must give at least 14 days' notice.

4. Ending a periodic agreement

If this agreement is a periodic agreement it may be ended by the landlord or the tenant by giving written notice of termination. The notice may be given at any time. The landlord must give at least 90 days' notice and the tenant must give at least 21 days' notice.

5. Other grounds for ending agreement

The Residential Tenancies Act 2010 also authorises the landlord and tenant to end this agreement on other grounds. The grounds for the landlord include sale of the residential premises, breach of this agreement by the tenant and hardship. The grounds for the tenant include sale of the residential premises (not revealed when this agreement was entered into), breach of this agreement by the landlord and hardship. For more information refer to that Act or contact NSW Fair Trading on 13 32 20.

6. Warning

It is an offence for any person to obtain possession of the residential premises without an order of the Consumer, Trader and Tenancy Tribunal if the tenant does not willingly move out. A court can order fines and compensation to be paid for such an offence.

ADDITIONAL TERMS

To the maximum extent permitted by law, the following Additional Terms form part of this agreement.

1. Definitions: In this Agreement:

- a. "Act" means the Residential Tenancies Act 2010 (NSW).
- b. apartment means the apartment in which the room is located including its fixtures and fittings, floor coverings, doors, services and where applicable includes any apartment common areas.
- c. apartment common areas" means the apartment, other than the room and other rooms within the apartment occupied by other tenants of the apartment.
- d. building means the building described in Item 5 in which the room is situated and includes any building common areas.
- e. building common areas' means any entrance area, reception area, stairs, corridors, courtyard, lifts, bicycle store, laundry and any other common areas within the building provided for the benefit of all tenants.
- f. common areas means the apartment common areas and the building common areas.
- g. contents' means the furnishings and effects to be found in the room or apartment as listed in the inventory provided to the Tenant on moving in to the room.
- h. "House Rules" means the house rules for the building as determined by the Landlord from time to time and which are taken to be included as terms of this agreement.
- i. "personal information" has the meaning given by the Privacy Act.
- j. "Privacy Act" means the Privacy Act 1988 (Cth) including the privacy principles applicable to the private sector (being the Australian Privacy Principles).
- k. "room" means the premises, being the room described in Item 5 or any other alternative accommodation provided to the Tenant by the Landlord pursuant to Additional Term 22 from time to time, and a reference to the room includes a reference to any inclusions for the room stated in this agreement in Item 5.2.

Entry condition report

2. The Tenant must mark a copy of the condition report to show any parts the Tenant disagrees with, and sign and return the copy to the Landlord not later than 3 business days after commencing occupation. The Tenant acknowledges that it will generate the condition report through an online system (if made available by the Landlord).
3. The Tenant shall accept the room and the apartment as being in good repair and condition as at the Start Date unless the Tenant informs the Landlord in writing of any defects in the condition and repair within 3 business days of commencing occupation, in accordance with Additional Term 2.
4. The Tenant shall accept that all the contents as listed on the condition report are present in the room and apartment unless the Tenant informs the Landlord in writing that items are missing from the inventory within 3 business days of commencing occupation, in accordance with Additional Term 2.

Tenant's obligations

5. The Tenant acknowledges receiving a copy of the House Rules.
6. The Tenant shall:
 - a. comply with the House Rules;
 - b. use the Tenant's room and common areas only as a place of residence;
 - c. not carry on any profession, trade or business in the room, apartment or building;
 - d. not use the Tenant's room, apartment or any other part of the building for an illegal purpose;
 - e. not keep pets in the room or elsewhere in the apartment;
 - f. not interfere with, and to take reasonable care to ensure the Tenant's guests do not interfere with, the reasonable peace, comfort or privacy of another tenant, or another tenant's use of the other tenant's room or the common areas;
 - g. maintain the Tenant's room and the rest of the apartment in a condition that does not give rise to a fire or health hazard;
 - h. not attach any fixture or other property to any part of the room, the apartment, the building, or any of the contents, without the Landlord's prior written consent;
 - i. not intentionally or recklessly damage or destroy, or allow the Tenant's guests to intentionally or recklessly damage or destroy, any part of the room, apartment or building, or any facility contained therein;
 - j. notify the Landlord or agent as soon as practicable upon becoming aware of any defects or damage in the room, the apartment, or the common areas that might injure a person or cause damage to the building or any part of it (including, without limitation, any blockages or defects in drains, water services or sanitary systems);
 - k. pay a fair and reasonable proportion, as determined by the Landlord acting reasonably, of the costs incurred by the Landlord in making good defects, damage or blockages in, or undertaking any excessive cleaning required to, the room, the apartment, or the building and/or replacing any fixtures or fittings damaged therein which arises due to any act of the Tenant, or any invitee of the Tenant, or any failure by the Tenant to observe and comply with the obligations of the Tenant under this agreement;
7. If there is no evidence to the contrary, then the cost of repairing any damage referred to in Additional Term 6(k) shall be apportioned as if:
 - a. the Tenant caused the damage to the room; and
 - b. all the tenants of the apartment caused the damage to the apartment common areas.
8. The Tenant will not smoke in any part of the building or in any area surrounding the building designated as a 'no smoking' area from time to time or in any other area where smoking is otherwise prohibited by law (**No Smoking Area**). The Tenant acknowledges and agrees that the Landlord may notify the relevant authority of any suspected breach by the Tenant of this Additional Term 8 and, in doing so, may grant the relevant authority access to the building or any area surrounding the building for the purpose of allowing the relevant authority to administer and enforce any applicable smoking laws. If the Tenant is caught smoking in a No Smoking Area, then without limiting any other rights or remedies available to the Landlord, the Tenant will be required to pay a cleaning fee of \$250, which must be paid within 14 days of the Landlord's request.
9. If, due to the actions of the Tenant, a fire alarm within the building is triggered and, as a result, the relevant fire authority charges the Landlord a false call-out charge or any other charge associated with the triggered alarm, the Tenant will reimburse to the Landlord the full

9. extent of those charges within 14 days of receipt of an invoice from the Landlord.
10. The Tenant must not make a copy of the key or access card without the Landlord's permission. The Tenant must not tamper with a door lock in the room, apartment or building.
11. If, at any time between 10 pm and 8 am (or such other times notified by the Landlord to the Tenant from time to time), the Tenant misplaces their access card and is unable to gain access to the building, the Landlord may charge the Tenant \$30 for the Landlord's reasonable costs in providing the Tenant with access to the building, which must be paid within 14 days of the Landlord's request.
12. If, at any time during the term of this agreement, the Tenant damages or loses their access card or keys the Tenant will reimburse to the Landlord the costs incurred by the Landlord in arranging for, and providing the Tenant with, a new access card or keys.
13. The Tenant uses and occupies the room, the apartment and the common areas at his or her risk. The Tenant releases the Landlord from any claim for injury or loss of property which the Tenant has, claims or suffers during the term of this agreement except where it is caused as a result of the negligence of the Landlord.
14. Despite clause 16.4 and 17.5 of the standard terms, the Landlord acknowledges that it will be responsible for the provision and repair of light globes.

Rental Bond

15. The Tenant will pay to the Landlord a rental bond of the amount and at the time as set out in the table in Item 6.2. The bond is intended to be available to financially protect the Landlord if the Tenant breaches this agreement. The Tenant acknowledges the Tenant must not refuse to pay rent on the ground that the Tenant intends to regard as rent paid by the Tenant, the bond or any part of the bond paid in respect of the room.
16. Subject to any required notice first being given to the Tenant pursuant to the Act, if any payment owing by the Tenant to the Landlord is not paid to the Landlord, the Tenant acknowledges and agrees that the Landlord may, without prejudice to any other rights it may have under this agreement:-
 - a. apply to the relevant authority for a refund of the whole or a portion of the bond amount to be applied towards the amount owing by the Tenant to the Landlord;
 - b. use the Tenant contact information provided by the Tenant for the purposes of locating and pursuing the Tenant for payment of the amount owing by the Tenant (including without limitation contacting those people that the Tenant has disclosed to the Landlord as their emergency contacts);
 - c. refer all contact information provided by the Tenant to the Landlord pursuant to this agreement or any other ancillary document to a debt collection agency for recovery of the payment owing; and
 - d. refer the Tenant to any or all credit registers,
16. and the Landlord may recover from the Tenant any costs incurred by the Landlord in recovering that debt pursuant to this Additional Term 16.
17. The Tenant acknowledges and accepts that a referral by the Landlord of the Tenant to a credit register, pursuant to Additional Term 16, may affect the Tenant's credit rating and may impact on the Tenant's ability to qualify for credit generally.

Number of people in accommodation**Cluster Apartments**

18. Only 1 person is allowed to occupy the room, except in the case of a Twin Share Room or a Double Share Room, which can be occupied by a maximum of 2 people (provided that both people have entered into an agreement in respect of that Twin Share Room or Double Share Room).
19. The number of persons occupying rooms in the apartment must not exceed the number of agreements in place for the same apartment.

Studio Apartments

20. The amount of people occupying the apartment must not exceed the number of persons who have entered into an agreement in respect of that apartment at any particular time.
21. Without limiting Additional Term 20, only 2 people are allowed to occupy a Studio Apartment at any particular time.

Alternative Premises

22. The Landlord reserves the right during the term of this agreement to move the Tenant to alternative accommodation which is of a reasonably comparable standard to the room occupied by the Tenant under this agreement (and which may be in a hotel) only in the case of an emergency, or for the purpose of completing essential building work, provided that:
 - a. the Tenant is given reasonable notice; and
 - b. the Tenant will occupy the alternative accommodation on the terms of this agreement (as far as those terms are applicable to the alternative room).

Notices

23. Notices may be given to the Landlord, Tenant and Tenant's nominated emergency contacts by mail and email.

Personal Information

24. The Tenant acknowledges and agrees that the Landlord will handle the Tenant's personal information (and all third party personal information provided by the Tenant) in accordance with the Privacy Act and the Landlord's privacy policy located at www.urbanest.com.au/ (**Privacy Policy**), including that:
 - a. the Landlord will collect personal information in the course of the application process and in the course of the tenancy (such as the Tenant's name, gender, nationality, contact details, educational institution in Australia, course name and duration and contact details of the Tenant's emergency contacts); and
 - b. the Landlord will generally collect personal information directly from the Tenant, except in limited circumstances (for example, from the Tenant's educational institution in Australia to verify the details of course enrolment); and
 - c. the Landlord will use and disclose personal information for the purposes of the tenancy, for related secondary purposes and as otherwise permitted or required by law; and
 - d. the Landlord may disclose personal information to its related entities and to its agents, contractors and other third parties who provide services to the Landlord.
25. If the Tenant gives the Landlord personal information about a third party, the Tenant warrants that it has the consent of that third party to provide their information to the Landlord, and for

25. the Landlord to handle their personal information in accordance with this agreement and the Privacy Policy.
26. The Tenant may seek access or correction to the personal information the Landlord holds, or make a complaint to the Landlord if the Tenant believes that the Landlord has breached its obligations under the Privacy Act. The Privacy Policy sets out further information on seeking access or correction and about the complaints process.
27. The Tenant consents to the Landlord disclosing their personal information outside of Australia to the Landlord's related entities and any third party service providers, to the Tenant's nominated emergency contacts and as otherwise required or permitted by law.

Ending the agreement

28. This agreement is a fixed term agreement. Neither party can end this agreement prior to the End Date in Item 4.2 (except where they are permitted to do so under the Act).
29. Subject to the Act, if the Tenant wishes to end this agreement before the End Date in Item 4.2, and the Landlord agrees to the early termination, or if this agreement is otherwise ended early as a result of the act or omission of the Tenant, the Landlord is entitled to recover (including, without limitation, by claiming on the bond in accordance with Additional Term 16) its reasonable costs incurred (or likely to be incurred) by the Landlord as a result of that early termination including, but not limited to:
 - a. the costs of reletting the room;
 - b. cleaning, advertising and documentation costs; and
 - c. loss of rent until the room is relet.
30. Without limiting Additional Term 29, if the Tenant ends this agreement before the Start Date or does not commence occupation of the room on the Start Date (or on some other date agreed with the Landlord) the Landlord may (to the extent permitted by law) recover its reasonable costs associated with the Tenant's early termination of this agreement (including, without limitation, by retaining any rent in advance, and by claiming on the bond in accordance with Additional Term 16).
31. At the end of this agreement, the Tenant must:
 - a. leave the Tenant's room and inclusions in the same condition they were in at the start of this agreement, fair wear and tear excepted;
 - b. take all of the Tenant's belongings from the room and elsewhere in the apartment. If the Tenant leaves behind belongings, the Landlord may immediately dispose of such belongings if they are of no monetary value, or are perishable foodstuffs or dangerous, or if the estimated cost of the removal, storage and sale of all those goods combined is greater than the total value of the goods combined; and
 - c. return to the Landlord all keys and access cards provided to the Tenant in respect of the building.

Variation to Additional Terms of the Residential Tenancy Agreement (NSW)

Parties

Name: DMI%Tenancy.property.landlord.knownAs%

Short form name: **Landlord**

Name: _____

Short form name: **Tenant**

Agreed Terms

This document varies the Additional Terms of the Residential Tenancy Agreement (NSW) entered into by the Landlord and the Tenant on or around the date of this document (**Agreement**).

The parties agree that:

(a) clause 24 of the Additional Terms to the Agreement is deleted and replaced with the following clauses; and

(b) to the extent permitted by law, in the event of any inconsistency between this document and the Additional Terms of this Agreement, this document will prevail to the extent of the inconsistency.

1. Confidential Information

1.1. Each party must keep all Confidential Information confidential and may use such information for the purpose of performing the obligations under this agreement.

1.2. For the purposes of this clause 'Confidential Information' means confidential, proprietary and commercially-sensitive information (irrespective of the form or the manner in which the information is disclosed, or the time of such disclosure) including information which:

(a) is identified as confidential or ought to have been known to be confidential; or

(b) relates to the business affairs and practices, including financial information, business opportunities, business plans, business processes and methodologies,

but does not include information which is in, or comes into, the public domain other than by a breach of this agreement, or which is independently known to the other party as evidenced by its written record.

1.3. Neither party may use or disclose the Confidential Information except:

(a) to that party's employees or advisers on a need-to-know basis and that party must ensure that such persons understand and comply with the obligations imposed by this agreement;

(b) as required or permitted by law, subject to that party notifying the other party immediately if that party becomes aware that such disclosure may be required;

(c) with the other party's prior written consent;

(d) in the case of the Landlord, for the purposes of the tenancy, for related secondary purposes and as otherwise permitted or required by law;

(e) in the case of the Landlord, to its related entities, to the Tenants educational institution, to the Tenant's parents/guardians and to its agents, contractors and other third parties who provide services to the Landlord; and

(f) in relation to Personal Information, as otherwise permitted by the Landlord's privacy policy located at www.urbanest.com.au (**Privacy Policy**).

2. Personal Information

2.1. The Tenant acknowledges and agrees that the Landlord will handle the Tenant's personal information (and all third party personal information provided by the Tenant) in accordance with the Privacy Act and the Privacy Policy, including that:

(a) the Landlord will collect personal information in the course of the application process and in the course of the tenancy (such as the Tenant's name, gender, nationality, contact details, educational institution in Australia, course name and duration and contact details of the Tenant's emergency contacts);

(b) the Landlord will generally collect personal information directly from the Tenant, except in limited circumstances (for example, from the Tenant's educational institution in Australia to verify the details of course enrolment);

(c) the Landlord will use and disclose personal information for the purposes of the tenancy, for related secondary purposes and as otherwise permitted or required by law; and

(d) the Landlord may disclose personal information to its related entities, to the Tenants educational institution, to the Tenant's parents/guardians and to its agents, contractors and other third parties who provide services to the Landlord.

2.2. If the Tenant gives the Landlord personal information about a third party, the Tenant warrants that it has the consent of that third party to provide their information to the Landlord, and for the Landlord to handle their personal information in accordance with this agreement and the Privacy Policy.

2.3. The Tenant may seek access or correction to the personal information the Landlord holds, or make a complaint to the Landlord if the Tenant believes that the Landlord has breached its obligations under the Privacy Act. The Privacy Policy sets out further information on seeking access or correction and about the complaints process.

2.4. The Tenant consents to the Landlord disclosing their personal information outside of Australia to the Landlord's related entities and any third party service providers, to the Tenant's nominated emergency contacts and as otherwise required or permitted by law.

Signing page

THE LANDLORD AND TENANT ENTER INTO THIS DOCUMENT AND AGREE TO ALL ITS TERMS.

SIGNED BY THE LANDLORD

Signature of Attorney

Signed by

as attorney of Urbanest Darling Square Leasing Pty Ltd (ABN 67 113 853 245) ATF Urbanest Darling Square Leasing Trust under power of attorney dated who states that he has no notice of revocation of said power of attorney in the presence of

Signature of Witness

Name of Witness (print)

On the day of 20

SIGNED BY THE TENANT

Name of the Tenant

Signature of the Tenant

In the presence of Guardian / Parent for Tenants under 18

Signature of the Guardian / Parent

Name of the Guardian / Parent (print)

On the day of 20

The Tenant acknowledges that, at or before the time of signing this residential tenancy agreement, the Tenant was given a copy of an information statement published by NSW Fair Trading.

New tenant checklist

What you must know before you sign a lease

At the start of every tenancy, your landlord or agent should give you:

- a copy of this information (the *New tenant checklist*)
- a copy of your lease (tenancy agreement)
- 2 copies of the premises condition report (more on that later)
- an invitation to lodge the bond using Rental Bonds Online (RBO). Or, if you are unable to use RBO, a bond lodgement form for you to sign, so that it can be lodged with NSW Fair Trading
- keys to your new home.

If applicable, you should also receive:

- a certificate of compliance for a swimming pool (more on that later)
- a copy of the by-laws, if the property is in a strata complex
- notification if the premises has been listed on the Loose-Fill Asbestos Insulation Register (more on that later)
- notification of any other material fact relating to the premises (more on that later).

Before you sign the lease, make sure you read it thoroughly. If there is anything in the lease that you do not understand, ask questions.

Remember, you are committing to a legally binding contract with no cooling-off period. You want to be certain you understand and agree to what you are signing.

You should only sign the lease when you can answer Yes to the following statements.

The lease

- I have read the lease and asked questions if there were things I did not understand.
- I know the length of the lease is negotiated before I sign, which means it can be for 6 months, 12 months, or some other period.

- I know that I must be offered at least **one** way to pay the rent that does not involve paying a fee to a third party.
- I know that any additional terms to the lease must be negotiated before I sign.
- I have checked that all additional terms to the lease are legal. For example, the lease does **not** include a term requiring me to have the carpet professionally cleaned when I leave, unless I have agreed to that as part of a condition to allow me to keep a pet on the premises.

Promised repairs

For any promises made by the landlord or agent (for example, replace the oven, paint a room, clean up the backyard, etc.):

- I have made sure these have already been done
- or
- I have an undertaking in writing (before signing the lease) that they will be done.

Upfront costs

I am **not** being required to pay:

- more than 2 weeks rent in advance, unless I freely offer to pay more
- more than 4 weeks rent as a rental bond.

I am **not** being charged for:

- the cost of preparing my lease
- the initial supply of keys and security devices to each tenant named on the lease.

Tel: 13 32 20 www.fairtrading.nsw.gov.au



Managing your bond online

Your landlord or agent **must** give you the option to use Rental Bonds Online (RBO) to pay your bond. You can use RBO to securely pay your bond direct to NSW Fair Trading using a credit card or BPAY, without the need to fill out and sign a bond lodgement form. Once registered, you can continue to use your RBO account for future tenancies.

If you decide not to use RBO, you can ask your agent or landlord for a paper bond lodgement form for you to sign, so that it can be lodged with NSW Fair Trading.

Swimming and spa pools

Does the property have a swimming or spa pool? If so, the landlord or agent must give you a copy of a valid certificate of compliance or occupation certificate issued in the past 3 years. This does not apply if you are renting in a strata or community scheme of more than 2 lots.

Property containing loose-fill asbestos insulation

Properties in NSW that test positive for loose-fill asbestos insulation will have the property address included in a public register (available on the NSW Fair Trading website). If a property has been listed on this public register, the agent or private landlord must disclose this information to new tenants. The following section lists the other information that must be provided to tenants before they sign a lease.

What tenants must be told

Sometimes a residential property has something in its history that you should know. If the landlord or agent is aware of any of the following facts, they must inform you:

- if the property:
 - has been affected by flooding or bushfire in the previous 5 years
 - has significant health or safety risks (unless they are obvious when you inspect the property)
 - has been the scene of a violent crime in the previous 5 years

- is affected by zoning or laws that will not allow you to obtain a parking permit and only paid parking is available in the area
- is provided with council waste services on a different basis to other premises in the area
- is listed on the loose-fill asbestos insulation register
- if other people are entitled to share the driveway or walkway.

After you move in

- Fill in your part of the condition report and make sure you return a copy to the landlord or agent within 7 days. This is an important piece of evidence. If you do not take the time to complete it accurately, money could be taken out of your bond to pay for damage that was already there when you moved in.
- If you lodged the bond using RBO, make sure you receive an email or SMS notification from Fair Trading confirming your bond has been received. If the bond was not lodged using RBO, make sure you get a letter from Fair Trading sometime during the first 2 months saying that your bond has been received and advising you of your Rental Bond Number.

If you do not receive an email, SMS notification or letter, call NSW Fair Trading to make sure the bond has been lodged.

Top tips for problem-free renting

Follow these useful tips to help avoid problems while you are renting:

- Photos are a great way to record the condition of the property when you first move in. Take date-stamped photos of the property, especially areas that are damaged or unclean. Keep these photos in case the landlord objects to returning your bond at the end of your tenancy.
- Keep a copy of your lease, condition report, rent receipts, Rental Bond Number and copies of letters/emails you send or receive in a safe place where you can easily find it later.

Tel: 13 32 20 www.fairtrading.nsw.gov.au



- Never stop paying your rent, even if the landlord is not complying with their side of the agreement (e.g. by failing to do repairs). You could end up being evicted if you do.
- Comply with the terms of your lease. In particular, never make any alterations, keep a pet or let other people move in without asking the landlord or agent for permission first.
- Keep a diary of your dealings with the landlord or agent - record all the times and dates of conversations, who you spoke to and what they agreed to do. If repairs are needed, put your request in writing to the landlord or agent and keep a copy. This type of evidence is very helpful if a dispute arises that ends up in the NSW Civil and Administrative Tribunal (NCAT).
- Consider taking out home contents insurance. It will cover your belongings in case of theft, fires and natural disasters. The landlord's building insurance, if they have it, will not cover your things.
- If the property has a pool or garden, be clear about what the landlord or agent expects you to do to maintain them.
- Be careful with what you sign relating to your tenancy and do not let anybody rush you. Never sign a blank form, such as a 'Claim for refund of bond' form.
- If you are happy in the place and your lease ends, consider asking for the lease to be renewed for another fixed term. This will remove the worry about being unexpectedly asked to leave and can help to lock in the rent for the next period of time.

www.tenants.org.au for details of your nearest service or check your local phone directory.

Landlords and agents must give a copy of this information statement to all new tenants before they sign a residential lease. Fines can be imposed if this is not done.

Further information

Go to the Fair Trading website or call 13 32 20 for more information about your renting rights and responsibilities.

The NSW Government funds a range of community based Tenants Advice and Advocacy Services across NSW to provide advice, information and advocacy to tenants. Go to the Tenants Union website at

www.fairtrading.nsw.gov.au
Fair Trading enquiries 13 32 20
TTY 1300 723 404
Language assistance 13 14 50

This fact sheet must not be relied on as legal advice. For more information about this topic, refer to the appropriate legislation.

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