

# RESIDENTIAL TENANCY AGREEMENT

## FIXED TERM OR PERIODIC

**This is a Residential Tenancy Agreement and the parties to this Agreement should consider obtaining legal advice about their rights and obligations under this Agreement.**

The Landlord agrees to let and the Tenant agrees to rent from the Landlord the Premises detailed below on the terms set out in this Agreement.

### LANDLORD

Name Example Landlord Name

Address 23 Example Street, Anytown SA 5000

### AGENT

Name Sophon Property Management Pty Ltd trading as Ray White St Peters

Address 49 Portrush Road, Payneham 5070

Mobile 0400 000 000

Phone 08 8166 0688

ABN 72 612 641 148

Email leasing1.stpeters@raywhite.com

RLA 278013

### TENANT/S

The Tenant/s consent to the below email being used for the purposes of service under the Act.

Tenant 1 Mr Tenant One

Date of Birth 23/01/1976

Email mrtenantone@gmail.com

Phone 0400 111 111

Tenant 2 Ms Tenant Two

Date of Birth 04/09/1975

Email mstenantone@gmail.com

Phone 0400 222 222

### PREMISES

12 Rental Property Street, Yourtown SA 5000

#### Reservation of any part of the Premises

Detail of that part of the Premises or property excluded by this Agreement and/or reserved for the Landlord's own use.

The garden shed will be excluded

### RENT

\$1,500 per fortnight

ONE THOUSAND FIVE HUNDRED DOLLARS

(in words)

#### Rent payable in instalments

1<sup>st</sup> instalment: \$1,500 due on 04/06/2024 (date)

2<sup>nd</sup> instalment: \$1,500 due on 18/06/2024 (date)

Thereafter \$1,500 every  week  fortnight  four weeks  monthly

#### Payment method

Internet Transfer  Direct Debit

Rent Card

Other \_\_\_\_\_

#### Manner of Payment of Rent

BSB: 06 5141 // ACC: 1029 0078 // NAME: Sophon PM Pty Ltd // REFERENCE: 0400 111 111

**FIXED TERM TENANCY**  No  Yes

From 04/06/2024 To 03/06/2025

**NB:** If the period is less than 90 days prepare a Notice (Form 1) and attach

OR

**PERIODIC TENANCY**  No  Yes

From N/A Until terminated in accordance with this Agreement

**RENT INCREASE PROVISIONS**

The parties agree to increase the rent on the following basis and times

the rent will increase to \$ \_\_\_\_\_ per \_\_\_\_\_ on \_\_\_\_\_ (date)

the rent increase will be calculated by the following method and on the following dates :

In any event and/or if no set rent increases are detailed above the parties agree that the Landlord may increase the rent in accordance with section 55 of the Act by giving Notice prior in accordance with and complying with section 55(2) (c) of the Act and as may be detailed in the additional conditions in the Annexures.

**BOND**

\$3,000 Max is 4 weeks' rent if rent is \$800p/w or less, OR 6 weeks' rent if rent is more than \$800p/w.

**WATER CONSUMPTION**

The Tenants are to pay water charges and allowances as detailed and as allowed under the Act

All quarterly supply charges & all water usage or group shared invoiced services (Community Title/Strata)

All water usage

All water usage over & above \_\_\_\_\_ annual allowances

No charge for water

Other \_\_\_\_\_

If the Property is not individually metered for a service, the Tenant will pay an apportionment of the cost of the service as set out below, where any services are in the name of Landlord. Refer to section 53 of the Act.

Service	Apportionment
<u>N/A</u>	<u>N/A</u>
<u>N/A</u>	<u>N/A</u>

**INSURANCE**

**Landlord** has responsibility for insurance of the building and premises and any contents owned by the Landlord.

**Tenant** has responsibility for insurance of contents of the premises (for property the tenant has possession of).

**PROSPECTIVE SALE**  No  Yes

The Landlord has a present intention to sell the Property. **If YES**, give details.

N/A

**PETS**

No       Yes – Refer to Pet Agreement (Stand Alone)       As per below

**DOMESTIC APPLIANCES & INFORMATION**

Information for appliances and devices will be reasonably given (and can be in writing or verbally) and may be provided via email by the Agent.

Facility	Model/Name (if applicable)
Oven	Landlord to provide details
Cooktop	Landlord to provide details
Rangehood	Landlord to provide details
Roller door	Landlord to provide details
Hot water service	Landlord to provide details
Air Conditioner	Landlord to provide details

**SPECIAL CONDITIONS**

Special Conditions relating to the Tenancy

1. We will only accept payments from a singular source (meaning if there are 3 tenants living in the house we require the total amount owing from one tenant's account, not split in 1/3).
2. All tenants must use their tenant ID for all money transfers.
3. The tenants have inspected the property and accept it in it's current condition.
4. Cost of lease transfer, if undertaken will be \$ 110.00, paid for by the tenant that is vacating the premises.

**ADDITIONAL TERMS**

See Additional Terms Annexure

## GENERAL CONDITIONS

### 1. Application of Act and Regulations

The provisions of the *Residential Tenancies Act 1995* (the “**Act**”) and the *Residential Tenancies Regulations 2010* (the “**Regulations**”) as amended from time to time apply to this Agreement and wherever there be any inconsistency or conflict between the terms of this Agreement and the Act or Regulations then the Act or Regulations will prevail and the terms and conditions herein will be read down but so as to preserve as far as possible the clauses or provisions of this Agreement.

### 2. Manner of Payment of Rent

The Tenant will pay rent to the Landlord for the Premises at the rate specified on page 1 and in the manner and place specified in this Agreement without setoff or abatement.

### 3. Rates Taxes and Charges

The Landlord will bear all statutory rates taxes and charges imposed in respect of the Premises. The Tenant is to pay water rates as set out above (as this may be amended by regulation from time to time) unless otherwise indicated in this Agreement.

### 4. Rent Review

The rent will be reviewed and increased from time to time in as expressly agreed and stated herein above in accordance with the Act and the parties agree that the Landlord can increase the rent during this Agreement otherwise subject to the provisions of section 55 of the Act and any provisions relating to Notice under the Act and such increases by Notice are limited to prior notice and not before any period limiting increases under section 55(2)(c) of the Act.

### 5. Subletting and Assignment

The Tenant cannot sublet the Premises or assign their interest under this Agreement without the prior written consent of the Landlord which consent will not be unreasonably withheld.

### 6. Termination

The Landlord may terminate this Agreement in accordance with the Act, by notice given should there be any breach of the terms of this Agreement. Such notice is to be given in a written form specifying the breach and informing the Tenant that if the breach is not remedied within the specified period (which must be period of at least 7 days) from the date the notice is given then the tenancy will be terminated by force of the Notice. Notice will be in the form prescribed under the Regulations. The Landlord may terminate the Agreement on the grounds of non-payment of rent where rent or any part thereof has been outstanding for a period of 14 days.

### 7. Tenant's Obligations

#### The Tenant must:

- 7.1 Pay for all services to the Premises which may include but not limited to gas, oil, electricity, water consumption, telephone, internet (including NBN) and any other amounts recoverable at law.
- 7.2 Keep the Premises clean and secure and notify the Landlord of any damage to the property and report immediately to the Landlord any breakdown or fault in equipment, water, electrical or other essential services to the property.
- 7.3 Keep all drains clear and only use sewers and plumbing in the normal course and use.
- 7.4 Use the Premises only as a place of residence and not for any other purpose without the Landlord's written consent.
- 7.5 Pay for the cost of any repairs to the Premises where damage to the Premises is a result of a breach by the Tenant or their invitees of this Agreement or caused by the wrongful and or negligent act of the Tenant and or their invitees.
- 7.6 Maintain the Premises the grounds and gardens to at least the same standard as presented at the commencement of the term of the tenancy.
- 7.7 Where the Premises comprise a unit under the *Strata Titles Act 1988* or the *Community Titles Act 1996* or are comprised in a form of multiple dwellings the Tenant will comply in all respects with the provisions of the Articles of the Corporation, its by-laws, and any directions of the Corporation or the management of rights of unit or lot holders.
- 7.8 The Tenant will comply with all reasonable directions of the Landlord in relation to the maintenance, care and use of the Premises.
- 7.9 Keep the Premises clear of rubbish and comply with any by-laws concerning rubbish collection.

**The Tenant will not:**

- 7.10 Alter or remove a lock or security device or add a lock or security device without the consent of the Landlord and the Tenant will insure all the Tenant's belongings against all risks.
- 7.11 Without the Landlord's written consent, make any alteration or addition to the Premises whatsoever.
- 7.12 Use or cause or permit the Premises to be used for any illegal or unauthorised purpose or cause or permit a nuisance. The Tenant must not cause or permit an interference with the reasonable peace, comfort or privacy of another person who resides in the immediate vicinity of the Premises.
- 7.13 Intentionally or negligently cause or allow damage to the Premises (including placing of nails plugs or screws and or fixing any adhesives to any part of the Premises whatsoever).
- 7.14 Fix any fixture, fitting, television antennae or other device to the Premises without the prior written consent of the Landlord.
- 7.15 Use any part of the Premises except in connection with the intended purpose of the fixture or fitting.
- 7.16 Keep any animals (to include birds, poultry, fish, mammals and reptiles) or Pets at or on the Premises without the prior written consent of the Landlord and as set out in clause 14 of this Agreement.
- 7.17 Interfere with any plant, equipment or machinery on the Premises other than in accordance with consent of the Landlord and the manufacturer's instructions.
- 7.18 Bring any bicycle, motorcycle or electric transport (including e-scooters) into the living areas of the Premises.
- 7.19 Erect or place any sign or notice on or in the Premises.

**If the Premises contains a swimming pool then the Tenant will :**

- 7.20 Maintain the pool in all things at the expense of the Tenant for chemicals, any maintenance and cleaning and labour costs.
- 7.21 Observe all maintenance instructions and regimes and all instructions of the Landlord relating to maintenance.
- 7.22 Not drain the pool or instruct any structural repairs or maintenance without the consent of the Landlord.
- 7.23 Advise the Landlord of any damage to equipment, malfunction of equipment or any deterioration of the pool requiring attention.

**8. Landlord's Obligations****The Landlord will:**

- 8.1 Deliver the Premises at the commencement of the term in a reasonable state of cleanliness.
- 8.2 Provide and maintain the Premises and ancillary property in a reasonable state of repair at the beginning of the tenancy and will keep them in a reasonable state of repair having regard to their age, character and prospective life and abide by all legal requirements regarding the buildings and health and safety in respect of the Premises.
- 8.3 Take reasonable steps to provide adequate locks and devices to ensure the Tenant is able to keep the Premises reasonably secure.
- 8.4 Grant the Tenant quiet enjoyment of the Premises during the term and not interfere with the peace, comfort or privacy of the Tenant and will take all reasonable steps to enforce this obligation upon any other tenant of the landlord in occupation of the Premises.

**9. Right of Entry****The Landlord may subject to the Act enter the Premises in the following circumstances:**

- 9.1 Immediately in an emergency.
- 9.2 To carry out necessary repairs or maintenance at the request of the Tenant, at a reasonable time where the Tenant has been given at least 48 hours notice.
- 9.3 As may be arranged with the Tenant but not more than once each week to collect rent.
- 9.4 To inspect the Premises but not more than once every 28 days and at a reasonable hour upon not less than 7 nor more than 14 days prior written notice.
- 9.5 For the purpose of showing the Premises to prospective tenants at a reasonable hour and on a reasonable number of occasions during a period of 28 days prior to the end of the tenancy.
- 9.6 For the purpose of showing prospective purchasers at such reasonable times upon giving reasonable notice to the Tenant.
- 9.7 At any time with the consent of the Tenant given immediately before the time of entry.

**10. Compensation for Damages**

If the Tenant causes damage to the Premises by removing a fixture, the Tenant must notify the Landlord and at the option of the Landlord repair the damage or compensate the Landlord for the costs of repairing the damage. The Tenant will indemnify and keep indemnified the Landlord against all claims whatsoever brought by any party against the Landlord or the occupier of the Premises arising from the Tenants breach of this Agreement and/or any negligence arising from the Tenants use of the Premises.

**11. Termination by Landlord****Periodic Tenancy Only**

If the tenancy is a periodic tenancy the Landlord may terminate this Agreement in accordance with the Act and Regulations and the form of Schedule 3 of the Regulations for cause. The Landlord may further give the Tenant at least 90 days notice of termination of this Agreement without specifying any grounds for the notice but again in the form regulated by Schedule 3 of the Regulations. Notice of termination can also otherwise be given of not less than 60 days if the Premises (property) is sold and of not less than 90 days if the Premises are required for personal use.

**Fixed Term**

If the tenancy is for a fixed term the Landlord can terminate for cause subject to the Act and Regulations and as in clause 6.

**12. Termination by Tenant – Periodic Tenancy**

If the tenancy is a periodic tenancy the Tenant may terminate this Agreement by giving a notice in writing to the Landlord of at least 21 days or a period equivalent to a single period of the tenancy (whichever is the longer) without specifying any ground for the notice.

**13. Re-letting**

If the Tenant breaches this Agreement during its term and the Landlord re-lets the Premises, the Tenant will pay the Landlord's reasonable re-letting costs including advertising out of pocket expenses and legal fees together with the rent until the property is re-let. The Landlord or its Manager may make a charge for processing an application for consent to sublet or re-let the property.

**14. Pets**

**The Landlord consents to the Tenant keeping a Pet at the Premises subject to the following terms and conditions:**

- 14.1 Pets must be kept outside at all times unless otherwise expressly stated in this Agreement.
- 14.2 This consent is expressly limited to the Pet detailed in this Agreement only and not others or substitute Pets.
- 14.3 All Pet waste is to be promptly cleaned up and properly disposed of.
- 14.4 All damage caused by the Pet is to be reported to the Landlord immediately and repaired at the cost of the Tenant.
- 14.5 The Tenant must ensure that the Pet does not restrict inspections or access for inspections.
- 14.6 The Tenant must comply with all Regulations in relation to keeping Pets and the Pet must not constitute or cause a nuisance to others or breach any by-laws or rules if in a unit complex and allowed inside.
- 14.7 No works will be undertaken for fencing and no warranties are given that the fencing or Premises is suitable. The Tenant accepts all liability if the Pet escapes from the Premises causing injury or damage to itself or others.
- 14.8 The Tenant signing this Agreement warrants that he/she has the authority of all other named Tenant/s to sign this Agreement on their behalf and all are bound by the terms and conditions.
- 14.9 Consent may be withdrawn by the Landlord in its absolute discretion.

**15. Definitions**

A reference to an Act of Parliament or to a section of an Act includes any amendment or re-enactment of that Act or section for the time being in force. Where 2 or more persons are named in this Agreement their liability will be joint and several. A **person** will mean and include a corporation. A reference to the **Landlord** will mean and include the Manager of the Landlord from time to time acting and will include the servant agents and employees of the Landlord and/or the Manager. **Premises** will mean and include the land together with any chattels included and ancillary property of the Landlord existing at the Premises. The **Manager** will be the party described in this Agreement being the Agent or other party acting for the Landlord in the management of the Premises.

**16. GST**

Rental will not include GST. The Tenant will pay all GST unless excluded by law. GST will mean any Goods & Services tax imposed to include *A New Tax System (Goods and Services Tax) Act 1999* (Cth) or any amending or replacing Act.

**17. Counterparts**

This Agreement may be executed in any number of counterparts, and this has the same effect as if the signatures on the counterparts were on a single copy of this Agreement. Without limiting the foregoing, if the signatures on behalf of one party are on different counterparts, this shall be taken to be, and have the same effect as, signatures on the same counterpart and on a single copy of this Agreement.

---

## ADDITIONAL TERMS ANNEXURE

---

### 1. Damage to Others

The Tenant indemnifies the Landlord and Agent against: (a) any injury, loss or damage which may be caused to the Premises; (b) the death or injury of the Tenant, the members of his family or household, his guests and invitees; and (c) loss of or damage to the Tenant's property or the property of the of other persons; where (a) (b) or (c) result from the use or misuse of the Premises by the Tenant or other persons on the Premises with consent of the Tenant.

---

### 2. Emergency Contact Information

In case of an emergency repair, maintenance, accident etc. outside of normal business hours 9am to 5pm Monday to Friday or Public Holidays the Tenant agrees to and will contact the Agent on the emergency afterhours number notified and give full details of the nature of the repair, maintenance or accident which is or could be detrimental to health, life or security of the Premises.

---

### 3. General Maintenance

The Tenant agrees and will maintain the Premises by keeping the Premises in a clean, neat & tidy condition at all times. No rubbish is allowed to be left in or around the Premises or units if in a group. All maintenance requests are to be reported via the Agent, Property Manager's email address advised.

The Tenant is responsible during the tenancy and in particular at the end of the tenancy to present the Premises in a clean, neat & tidy condition including all fixtures and fittings, windows, paths, driveways and gardens. Should there be any damage caused to walls, ceilings, curtains, blinds or flooring by smoking inside, the tenants will bear the cost of any cleaning, repairs or replacement of items as necessary.

\* Floating floorboards are to be washed with a damp mop ONLY. Over wetting causes damage, it will be at the Tenant's expense to repair any such damage caused by the Tenant, by an authorised tradesperson.

\* No Blu Tac, thumbnails or sticky tape is to be used on the walls or ceilings.

\* Chopping boards are to be used in the kitchen at all times.

\* The Tenant will provide an oil tray and not allow the car to drip oil on driveway or parking areas, and will keep the same free of rubbish or oil stains. Under no circumstances is the tenant/s to park any type of vehicle on any part of the garden area. The tenant/s is not permitted to keep unregistered or un-roadworthy vehicles of any type on the Premises.

\* The curtains, blinds and carpets are to be cleaned or vacuumed on a regular basis by the Tenant.

\* The Tenant is liable for any damage caused by their pot plants or pets to floors.

\* The Tenant will not under any circumstances use kerosene type heaters or Gas Bottle Cylinders in the Premises, nor store any dangerous goods or substances on the Premises.

\* The Tenant agrees to and will not place any sanitary items, paper towels, latex products, wet ones or excess toilet paper into the toilet. Should this be the cause of a blockage, the Tenant will be charged for the plumber's invoice.

\* No extra picture hooks are allowed on any walls unless approved by the Landlord in writing.

\* If the smoke alarm(s) at the Premises appear not to be working for any reason the Tenant will advise the Agent immediately. Where the Landlord has arranged an annual compliance check of the smoke alarm the Tenant will allow access. The service contractor will provide advance notice of their attendance.

\* The Tenant agrees to regularly dispose of any broken furniture, bottles and cans and general rubbish during the tenancy.

---

### 4. Inspections

At all periodic inspections the Premises is to be presented in a good clean, neat & tidy condition. The Agent will be checking all wet areas for mould & scum and all appliances (particularly the oven, griller and cooktops,) vents, range hoods, exhaust covers, light fittings, window sills & tracks. The agent is authorised



to and will take photos of the property during all periodic inspections, the tenant agrees to this and agrees not to hinder the agent during the inspection.

The Agent will look at air conditioning vents and filters and that lawns are mowed and edged and gardens are neat, tidy and weed free. Photos of the Premises will be taken during the inspection. The Agent will use spare keys to access the Premises at all periodic inspections and will confirm all inspections by letter or email between 7 and 14 days prior and as required under the Act

---

## 5. Late Payments of Rent

The Tenant is encouraged to ensure the rent is paid on time every time so that our business relationship remains beneficial for both parties. The Tenant should contact the agent if they have any queries or concerns regarding Rent Arrears Policy. In extreme cases of rent arrears the Agent may lodge details on the tenancy screening databases.

The Agent's Rent Arrears Policy is as follows:-

3 Days Late — The Agent may send you an automated SMS text message or email.

5 Days Late — A 'Friendly Reminder' email will be sent and the Agent will phone the Tenant.

7 to 8 Days Late — SMS text message will be sent and the Agent will phone the Tenant or visit the Premises.

10 Days Late — A 'Final Reminder' email will be sent and the Agent will phone the Tenant or visit the Premises.

15 to 16 Days Late - Breach of Tenancy Notice will be issued.

Eviction will follow if the problem is not remedied.

Where the Tenant is consistently late in rental payments the Landlord may elect not to renew the tenancy.

Any tenancy reference provided by the Agency as authorised by the Tenant, will include a summary of payment history.

The Agent encourages the Tenant to ensure their rent is paid on time, every time so that our business relationship remains beneficial for both parties.

---

## 6. Master Keys

Master keys will not be issued to the Tenant, therefore locking keys inside Premises and loss of keys after hours will result in the Tenant having to pay a call out fee to a Locksmith, plus the cost of changing the locks if required.

Neither the Landlord nor the Agent will be responsible for any afterhours call out fees. If locks are changed you are expressly required and agree to give a copy of the new keys to the Agent the next business day.

Failure to provide keys may result in penalties under the Act.

---

## 7. Pets

The Tenant agrees that no animals or pets will be kept in or on the Premises unless expressly approved and specified in writing with the Landlord and attached to this agreement as a separate pet agreement

No pets are allowed in or upon the Premises without prior written consent also from the strata managers and the Agent.

---

## 8. Regulations of Buildings

The Tenant agrees to abide by any strata regulations & rules if applicable.

The Tenant agrees to observe the "quiet enjoyment" and peace of all nearby neighbours.

---

## 9. Rental Payments

All future rent payments will be made as per our instructions to you:

- \* direct to our account either at a branch or via internet banking transfer. You MUST use your unique reference number as stated in the Tenancy Agreement
  - \* We do not accept cash under any circumstances.
  - \* No personal cheques will be accepted by this office.
- 

## 10. Services

The Tenant will notify the appropriate suppliers of services (power, water and gas) at commencement and departure dates at the end of tenancy.

The Landlord does not warrant that internet or other services work or are connected and any such services are the responsibility of the Tenant.

---

## 11. Smoking

The Tenant is aware and agrees that smoking is not permitted inside the Premises .

If the Tenant and/or visitors wish to smoke then this must be done outside of the Premises and all used wrappers, packets and butt ends are to be safely disposed of and no litter caused.

---

## 12. Sub- letting and Airbnb

The Tenant is expressly prohibited from subletting a part or whole of the Premises for any commercial endeavour such as Airbnb without the Landlord's written consent first being obtained.

The Tenant is aware the Landlord rents the Premises to the Tenant only and the Tenant agrees not rent , sublet or grant a licence to occupy part or whole of the Premises without prior written consent from the Landlord, for example the Tenant cannot list the Premises on Airbnb without express written consent and this is due in part to the damage and security risk imposed on the Landlord and the Premises and the fact that it is rented personally only.

The Tenant is not permitted to sublet the Premises for profit or reward at all nor part with possession of the Premises or any portion without consent in writing of the Landlord, unless expressly allowed at law.

Possession is not be granted over the Premises or any portion thereof to a third party on a Holiday or Short Term basis, directly or through any agent or booking service and or through on-line services such as Airbnb without express written consent of the Landlord.

The Tenant is not entitled and will not increase the number of occupants in the Premises (as per the Residential Tenancy Agreement) without first obtaining approval in writing from the Landlord.

---

## 13. Tenants to Maintain Gardens (to the extent of any)

The Tenant agrees to maintain the lawn and garden areas of the Premises which includes (to the extent of any garden) watering, regular lawn mowing and edging, and to keep all gardens, lawns, including the verge and shrubs healthy, neat, tidy and weed free at all times.

The Tenant agrees to water all gardens and lawns at a minimum of twice a week through the warmer months (November through to April) and once a week through a colder months (May through to October).

The tenant agrees to let the agent or landlord know immediately if they notice any part of the gardens looking unhealthy, discoloured or dry.

The Tenant agrees to be responsible for ensuring any fallen leaf matter is swept up and disposed of accordingly. If a BBQ is used on the Premises, the floor needs to be protected from any grease from the BBQ. Cobwebs in and around any external areas are to be regularly brushed down.

The Tenant will not install ponds, wading pools, swimming pools or spas on the Premises without the prior written permission from both the Landlord and Agent . Please Note that in the event that permission is granted the Tenant will bear the substantial cost of erecting a pool safety barrier as required by Law .

---

## 14. Vacating the Premises

The Premises are to be returned at the end of the Lease in the same condition and not less than that which it was at the commencement of the Lease (subject to any fair wear & tear).

The Agent recommends that the Tenant considers employing professional cleaners before the final inspection to ensure the Premises are cleaned to the same standard in the last month of tenancy.

The Tenant agrees to allow a "For Lease" signboard to be erected as necessary and to allow the agent access for open inspections.

The Tenant agrees to make sure the carpets are cleaned and to the same standard as when they entered the property.

The Tenant will not leave any personal belongings or rubbish on the Premises at the end of their Tenancy, as they may still be in possession and liable to rent and also costs of removal of any property.

If the Tenant does not follow any outgoing check lists and as a result or in any event the Premises is returned in an unsatisfactory condition, the Landlord is entitled to employ professional cleaners to rectify any issues and this expense will be deducted from the bond and or recovered from the Tenant.

At the end of the tenancy if keys and/or a rent card are not returned, the Tenant may be required to pay additional costs to have locks changed & replacement of rent card.

The Tenant may also be charged for replacement of lost or damaged "ancillary property" provided with the Premises at the commencement of the tenancy by example and not limited to: remote controls for air conditioners, roller doors, alarm systems, swipe cards for entry/exist doors, appliance manuals and any other ancillary property provided.

---

## 15. Lock Out Conditions

**Lock-Out Fees:** In the event that a tenant is locked out of their property during business hours then they can be collected from our office if we have a key available at no charge. A call-out fee of \$59 will be charged during business hours to deliver keys to you (9am-5pm, Monday to Friday) but we cannot guarantee the time taken to deliver the keys to you. If the tenant requires key delivery or key pickup from our office outside of business hours, a fee of \$129 will be charged.

**Availability:** While we make every effort to attend to lock-outs in a timely manner, please be aware that if we are unavailable outside of business hours, you may need to engage the services of a locksmith at your own cost. We recommend that you keep a spare key with a trusted friend or family member in case of emergencies.

**Changing Locks:** If you choose to change the locks on the property, you will be responsible for providing us with a full set of keys at your own cost. This is to ensure that we have access to the property in case of an emergency, such as a fire or other critical situation. You must notify and negotiate this with the property manager before changing any locks.

**Contacting Your Property Manager:** In case of a lock-out outside of business hours, it is important that you both call our emergency number (08 7092 3636) and send a text message to your property manager to inform them of the situation. This will ensure that we can respond to the emergency as quickly as possible and coordinate any necessary action. Please note that text messages should be sent as a supplementary measure, and should not be relied upon as the primary method of communication during an emergency.

\* Fees are subject to change

---

**PRIVACY STATEMENT**

The Agent uses personal information collected from you to act as the agent and to perform its obligations as agent. The Agent may disclose information to other parties such as its client, to potential purchasers of the property, or to clients of the Agent both existing and potential, as well as to tradespeople, strata corporations, government and statutory bodies and to other parties as required by law. The Agent will only disclose information in this way to other parties as required to perform their duties for the purposes specified above or as otherwise allowed under the *Privacy Act 1988* (Cth). If you would like to access this information you can do so by contacting the Agent at the address and contact numbers in this agreement. You can correct any information if it is inaccurate, incomplete or out-of-date. Real estate and tax law requires some of this information to be collected.

**ACKNOWLEDGEMENT AND CONSENT**

The parties acknowledge and consent to each signing this document (and any notices given under this document or legislation) themselves, or by their attorneys and/or representatives, by electronic and/or digital signatures pursuant to the *Electronic Communications Act 2000* (SA) and the *Electronic Transactions Act 1999* (Cth) as applicable, and delivering this document and giving and receiving any communications relating to this document electronically .

**EXECUTION**

**TENANT 1**

**DATED**

Mr Tenant One

**TENANT 2**

**DATED**

Ms Tenant Two

**The Tenant(s) acknowledge receipt of**

- Information Brochure - *Residential Tenancies Act 1995*  Yes  No
- Statutory Notice for Short Fixed Term Tenancy (if less than 90 days)  Yes  No
- Inspection Report  Yes  No
- Manuals and Instructions or internet directions to access  Yes  No

**SIGNED BY OR ON BEHALF OF THE LANDLORD**

**DATE**

- Landlord
- Agent as authorised

<b>OFFICE USE</b>	
Inspection Report sent	<input checked="" type="checkbox"/> Yes
Manuals or instructions (written or oral) for domestic facilities given	<input checked="" type="checkbox"/> Yes
A copy of this Agreement sent	<input checked="" type="checkbox"/> Yes
Security Bond Form	<input checked="" type="checkbox"/> Yes
Information regarding Water Charges	<input checked="" type="checkbox"/> Yes
Agents Tenant Information Annexure	<input checked="" type="checkbox"/> Yes
Keys given	<input checked="" type="checkbox"/> Yes

**NOTICE OF TENANCY DETAILS*****Residential Tenancies Act 1995***

Details pursuant to section 48 of the Act to be supplied at commencement of new tenancy.  
TO BE RETAINED BY THE TENANT

**INFORMATION REGARDING YOUR TENANCY****TENANT/S**

Tenant 1	<u>Mr Tenant One</u>	Date of Birth	<u>23/01/1976</u>
	Email <u>mtenantone@gmail.com</u>	Phone	<u>0400 111 111</u>
Tenant 2	<u>Ms Tenant Two</u>	Date of Birth	<u>04/09/1975</u>
	Email <u>mtenantone@gmail.com</u>	Phone	<u>0400 222 222</u>

The Tenants consent and will accept all Notices under the Act and other communications from the Agent being sent to their email addresses above.

**PROPERTY**

Address 12 Rental Property Street, Yourtown SA 5000

**AGENT**

Name Sophon Property Management Pty Ltd trading as Ray White St Peters

Address Level 1, 49 Portrush Road, Payneham 5070

Mobile \_\_\_\_\_ Phone 08 8166 0688 ABN 72 612 641 148

Email leasing1.stpeters@raywhite.com RLA 278013

The Agent will accept service of all Notices by email to this address.

**LANDLORD**

Name Example Landlord Name

Address 23 Example Street, Anytown SA 5000

If Company (registered address) \_\_\_\_\_

If Landlord not owner (Owner): \_\_\_\_\_

**RESIDENTIAL TENANCIES ACT 1995****Section 48—Information to be provided by landlords to tenants**

- (1) A landlord must ensure that a tenant is given, before or at the time the landlord and tenant enter into a residential tenancy agreement, a written notice setting out -
- (a) if an agent is acting for the landlord - the agent's name, telephone number and postal or email address for service of documents; and
  - (b) the landlord's full name and postal or email address for service of documents (which must not be the agent's address for service); and
  - (c) if no agent is acting for the landlord - the landlord's telephone number; and
  - (d) the full name and address of any person with superior title to the landlord; and
  - (e) if the landlord is a company - the address of the registered office of the company; and
  - (f) any other information required by the Commissioner.  
Maximum penalty: \$20,000.  
Expiation fee: \$1,200.

- (2) A landlord must take reasonable steps to ensure that a tenant is given, before or at the time the tenant commences occupation of the premises under a residential tenancy agreement, manufacturers' manuals, or written or oral instructions, about the operation of any domestic facilities requiring instructions.

**Note-**

Domestic facilities requiring instructions should also be listed in the tenancy agreement - see section 69(3a).

- (3) If a person succeeds another as the landlord, the new landlord must, within 14 days, ensure that the tenant is given a written notice setting out -
- (a) if an agent is acting for the new landlord - the agent's name, telephone number and postal or email address for service of documents; and
  - (b) the new landlord's full name and postal or email address for service of documents (which must not be the agent's address for service); and
  - (c) if no agent is acting for the new landlord - the new landlord's telephone number; and
  - (d) if the new landlord is a company - the address of the registered office of the company; and
  - (e) any other information required by the Commissioner.  
Maximum penalty: \$20,000.  
Expiation fee: \$1,200.
- (4) If a name, postal or email address or telephone number of which the landlord is required to notify the tenant under this section changes, the landlord must, within 14 days of becoming aware of the change, notify the tenant in writing of the change.  
Maximum penalty: \$20,000.  
Expiation fee: \$1,200.