

## RESIDENTIAL TENANCY AGREEMENT

*Residential Tenancy Act 1997 (Tas)*

### STANDARD LEASE AGREEMENT

#### IMPORTANT INFORMATION

Please read this before completing the Lease Agreement

- This form is your written record of your lease agreement. This is a binding contract under the *Residential Tenancy Act 1997 (Tas)*, so please read all terms and conditions carefully.
- If you need advice on your rights and responsibilities, please call:
  - Tenants' Union of Tasmania on 1300 652 641 statewide or (03) 6223 2641 Hobart
  - Consumer Affairs and Fair Trading on 1300 654 499 or
  - Legal Aid Commission of Tasmania advice line on 1300 366 611
- Both the landlord and tenant should keep signed copies of the completed lease for future reference. The landlord must supply the tenant with a copy of the completed lease within 14 days of the tenant signing this lease.
- This lease is printed on carbonless paper and will produce copies for both landlord and tenant. To fill out the lease, place on a hard surface and write firmly. Do not fold the lease while writing.
- If you require extra space to list additional items and terms, attach a separate sheet (Schedule A). All attachments should be signed and dated by both the landlord and all tenants to show that both parties have read and agreed to any attachments. Both the landlord and tenant should keep a copy of any attachments for future reference.
- The landlord must give the tenant 2 copies of a condition report completed by the landlord at the start of each tenancy. The tenant then needs to make their own comments on the condition of the property, complete the form and return a copy to the landlord within 2 days.
- A security deposit (bond) should be paid directly by the tenant to a Service Tasmania office if the landlord is private. If there is an agent, the tenant can pay the bond directly to the agent who has to lodge it with the Rental Deposit Authority within 3 days and provide the tenant with a receipt.

This Lease is made on \_\_\_\_ day of \_\_\_\_ (year)\_\_\_\_\_

Between: (Landlord) \_\_\_\_\_

Of: (postal address) \_\_\_\_\_

AND: (Tenant/s)\_\_\_\_\_

1. Premises

The landlord agrees to lease the premises known as: (address) \_\_\_\_\_

Together with the fixtures and fittings as detailed in Schedule A

2. Residential Tenancy Act 1997 (Tas)

- a. The provisions of the *Residential Tenancy Act 1997* (TAS) ('the Act') form part of this lease.
- b. Where there is inconsistency between the Act and the lease the provisions of the Act prevail.

3. Lease period

- a. The lease commences on the (date)\_\_\_\_\_.
- b. The lease is for a fixed period of \_\_\_\_ (months/years). The change date for the lease is \_\_\_\_\_. OR
- c. Lease is for a non-fixed period.

4. Rent

- a. The rental amount for the lease is \_\_\_\_\_ per week.
- b. The tenant agrees to pay rent weekly/fortnightly in advance until the end of the lease.
- c. The method of payment agreed is \_\_\_\_\_.
- d. The landlord will provide a receipt to the tenant if rental payments are made by cash or cheque.

5. Security Deposit

- a. A security deposit of \$\_\_\_\_\_ is to be paid by the tenant and held with the Rental Deposit Authority (via Service Tasmania) as security until the end of the lease.
- b. The landlord will provide two copies of a condition report upon payment of the security deposit.
- c. The tenant will add their comments on the state of the property and return it to the landlord within 2 days of receiving the condition report.
- d. On termination of the lease the landlord must provide the tenant with a signed claim form within 3 working days after the termination, along with a notice as to any withholding of the security deposit.
- e. The tenant agrees to leave the premises in the same condition as at the commencement of this agreement, apart from reasonable wear and tear.

6. General

- a. The tenant will notify the landlord of the need for repairs or maintenance to the premises within 7 days of the need arising.
- b. The landlord is required to carry out general repairs and maintenance within 28 days of being notified of the need for such.

- c. The landlord is required to carry out or arrange repairs to essential services (urgent repairs) or emergency repairs within 24 hours of being notified of the need for repairs, if the need for repair is not the fault of the tenant.
- d. The landlord agrees that if the need for an urgent or emergency repair arises and they cannot be contacted within 24 hours for the tenant to contact one of the nominated repairers.
  - i. In the event of the tenant needing to contact a nominated repairer the landlord agrees that the invoice will be forwarded directly to them.

Electrical: \_\_\_\_\_  
 Plumbing: \_\_\_\_\_  
 Glass: \_\_\_\_\_

Carpenter: \_\_\_\_\_  
 Handyman: \_\_\_\_\_

- ii. The tenant agrees to explain to the nominated repairer that the repair is only to ensure that the service is functional.
- e. The tenant agree to carry out repairs needed as a result of damage caused by the tenant.
- f. A landlord is to ensure that the premises are equipped with the required working smoke alarms and maintain these during the tenancy.

#### 7. Minimum Standards

- a. The landlord must ensure the premises is:
  - i. Weatherproof and structurally sound
  - ii. Clean and in good repair
- b. The landlord must ensure the premise is equipped with:
  - i. Bathroom and working toilet
  - ii. Required cooking facilities
  - iii. Heating in the main living area
  - iv. Safe and sufficient electricity and water supply
  - v. Window coverings for bedrooms and living areas
  - vi. Adequate ventilation

#### 8. Notice to Terminate by the Tenant

- a. If the lease is for a non-fixed period the tenant may terminate the lease if they wish.
- b. the tenant may terminate the lease if the landlord has breached any obligation of the lease.
- c. If the tenant wishes to terminate the lease they must serve a notice to terminate upon the landlord, giving at least 14 days notice, before the vacation of the premises. The notice to terminate must comply with Section 40 of the Act.

#### 9. Notice to Vacate by the owner

- a. The landlord may serve a notice to vacate if the tenant has breached any obligation of the lease.

- b. The landlord may serve a notice to vacate upon the tenant if the lease is due to expire or has expired. Such a notice must be served within 42 days of the expiration of the lease.
- c. A notice to vacate must comply with Section 44 of the Act and must give the tenant at least 14 days notice.
- d. If the notice to vacate is served on the grounds that the tenant have breached an obligation of the lease, the tenant may remedy that breach within 14 days, and the notice to vacate ceases to have effect.
- e. The landlord may serve a notice to vacate for a number of reasons if the lease is not for a fixed period of time giving at least 42 days notice. Refer to the Act for the reasons.

10. Subletting

- a. The tenant agrees not to sublet the property or any part of the property without the prior written consent of the landlord.
- b. The landlord agrees not to withhold consent unreasonably.

11. Use of the Property

- a. The tenant agrees that the property will not be used for anything other than a residence.
- b. The tenant agrees not to cause or permit a nuisance to be made on or from the property.

12. Privacy and Right of Entry

- a. The Landlord agrees to ensure the tenant's privacy and quiet enjoyment of the property.
- b. Both parties agree that access to the property by the landlord will only be between the hours of 8.00am and 6.00pm and will require a minimum of 24 hours notice. Both parties will attempt to make a mutually suitable time.
- c. The landlord must not without written consent from the tenant, display to the public a photo, film or video recording of the premises that may identify the tenant.

13. Locks and Security Devices

- a. The landlord agrees to ensure that all locks and security devices are fit for the purpose for which they are intended and to maintain these throughout the tenancy.
- b. Both parties agree that neither party will add, alter or remove any lock or security device without either the consent of the other party or a Court Order, a copy of which is to be given to the other party.

14. Approved Pets

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SIGNED by the Tenant/s \_\_\_\_\_  
 In the presence of: (witness) \_\_\_\_\_  
 SIGNED by the Landlord \_\_\_\_\_  
 In the presence of: (witness) \_\_\_\_\_  
 THIS DAY \_\_\_\_\_ of \_\_\_\_\_ 20 \_\_\_\_\_