

RESIDENTIAL TENANCY AGREEMENT FORM 24A

FIXED TERM TENANCY

A. THIS AGREEMENT is made between the OWNER(S).....

(full names)

of

(full address)

and the TENANT(S)

(full names)

B. THE OWNER AGREES TO LET to the TENANT who AGREES TO RENT the residential

premises situated at

(excluding those parts of the residential premises which the owner reserves

being)

C. FROM THE day of 20.....

TO THE day of 20.....

for a term of MONTHS

CONDITIONS

Application of Residential Tenancies Act and Regulations.

1. The OWNER and TENANT shall comply with the provisions of the Residential Tenancies Act 1987 and the Residential Tenancies Regulations 1989 as they apply to each party. The definition and interpretation of words used in this AGREEMENT shall be the same as the Residential Tenancies Act 1987.

Payment of Rent.

2. The **OWNER** lets and the **TENANT** takes the premises situated at

..... together with the furniture and chattels (if any) therein as set out in the attached schedule for use as a private dwelling to be occupied by not more than persons.

The Weekly/Fortnightly/Calendar Monthly rent is \$.....
(.....)

payable in advance with the first payment to be made on or before the.....day of 20.....

Owner to provide and maintain premises in reasonable repair.

3. The **OWNER** shall hand over the residential premises in a reasonable state of cleanliness and maintain the residential premises in a reasonable state of repair having regard to their age, character and expected life and shall comply with all requirements in respect of buildings, health and safety in respect of residential premises.

Tenant to maintain cleanliness and report damage.

4. The **TENANT** shall keep the residential premises in a reasonable state of cleanliness and shall notify the owner as soon as practicable but within 3 days of any damage to the residential premises and of any state of disrepair which arises during the term of the tenancy.

—Illegal purposes
—Nuisance
—Purposes other than dwelling.

5. The **TENANT** shall not use the premises or cause or permit the premises to be used for any illegal purposes or cause or permit a nuisance. The premises shall be used solely for the purposes of a residence and the **TENANT** shall not cause or permit the premises to be used for any other purpose.

Vacant possession without legal impediment to be given at commencement of agreement.

6. On the date of the commencement of the agreement, the **OWNER** will grant vacant possession to the **TENANT** of the residential premises and the **OWNER** states that at the time of entering the agreement there is no legal impediment either known or imputed to him to the occupation of the residential premises as a residence for the term of the tenancy.

Interference with tenant's peace and comfort and privacy.

7. The **OWNER** shall not cause or permit any interference with the reasonable peace, comfort or privacy of the **TENANT** in the use of the premises and shall take all reasonable steps to enforce this obligation upon any other **TENANT** of the **OWNER** in occupation of adjacent premises.

Owner's right of entry.

8. The **OWNER** may, subject to the obligations contained in paragraph 7 above, enter the premises in the following circumstances:

—with consent

(a) with the consent of the **TENANT** given at, or immediately before, the time of entry;

—emergency

(b) in any case of emergency;

—inspection

(c) for the purpose of inspecting the premises or any other purpose on a day and at a reasonable hour specified in a notice given to the **TENANT** between seven and fourteen days in advance;

—repairs

(d) for the purpose of carrying out necessary repairs to or maintenance of the premises, at any reasonable hour, after giving to the **TENANT** not less than seventy-two hours notice;

—prospective tenants

(e) for the purpose of showing the premises to prospective tenants, at any reasonable hour and on a reasonable number of occasions during the period of twenty-one days preceding the termination of this agreement, after giving the **TENANT** reasonable notice;

—prospective purchasers

(f) for the purpose of showing the premises to prospective purchasers, at any reasonable hour and on a reasonable number of occasions, after giving the **TENANT** reasonable notice.

Locks and security devices.

9. The **OWNER** shall provide and maintain such locks and other devices as are necessary to ensure that the premises are reasonably secure and neither the **OWNER** nor the **TENANT** shall alter, remove or add any such lock or device without the consent of the other given at or immediately before the time of alteration, removal or addition of any such lock or device.

—Fixtures
—renovations
—alterations or additions.

10. The **TENANT** shall not affix any fixture or make any renovation, alteration or addition to the residential premises, without the prior consent of the **OWNER**, provided that such consent shall not be unreasonably withheld.

Removal of fixtures.

11. Where the **OWNER** has given consent pursuant to paragraph 10 above the **TENANT** may remove any fixture that the tenant has affixed in the premises during the tenancy, unless the removal of the fixture would cause irreparable damage to the premises.

Compensation for damage caused by removal of fixtures.

12. Where the **TENANT** causes damage to the premises by the removal of any fixture installed by the **TENANT** the tenant shall notify the **OWNER**, at whose option the tenant will repair or compensate the **OWNER** for any reasonable expenses incurred by the **OWNER** in repairing the damage.

Rates, taxes and charges.
Water consumption.

13. The **OWNER** shall bear the cost of all rates, taxes or charges imposed in respect of the premises under any of the following Acts Local Government Act 1995, Land Tax Act 2002, any written law under which a rate, tax or charge is imposed for 'water services', as defined in the Water Agencies (Powers) Act 1984, other than a charge for water consumed. The **OWNER** shall pay% of charges for water consumed and the **TENANT** shall pay the balance.

Sub letting or assignment.

14. The **TENANT** may sub let the premises or assign the tenant's interest under the **AGREEMENT** subject to the prior consent of the **OWNER** which consent shall not be unreasonably withheld. No charge shall be made by the **OWNER** for that consent, other than reasonable expenses incidental thereto.

Notice of termination for breach of agreement by tenant (other than non-payment of rent).

15. If the **TENANT** does not keep his or her part of the agreement except for not paying rent, the **OWNER** may give a notice ('the first notice') requiring that the matter be put right. If the **TENANT** does not put the matter right, then not less than 14 days after the first notice was given the **OWNER** may give another notice ('the second notice') in the form of Form 1C of the Residential Tenancies Regulations to the **TENANT** ending the tenancy not less than seven days after the second notice is given.

Notice of termination for breach of agreement by tenant (non-payment of rent).

16. If the **TENANT** does not pay rent due under the agreement or gives a bad cheque in payment of rent due under the agreement, the **OWNER** may either—

- (i) give a notice ('the first notice') to the **TENANT** requiring payment of the outstanding rent and, if the rent is not paid, give another notice ('the second notice') to the **TENANT** in the form of Form 1A of the Residential Tenancies Regulations, not less than 14 days after the first notice was given, ending the tenancy not less than seven days after the second notice is given: or
- (ii) on the day after the rent was due or on the dishonouring of the cheque, give notice to the **TENANT** in the form of Form 1B of the Residential Tenancies Regulations ending the tenancy not less than seven days after the notice is given.

In the case of (ii) the tenancy shall not end if the **TENANT** pays the rent due under the agreement before the day specified in the notice for vacation of the premises. In addition, an application by the **OWNER** to a competent court to end the tenancy shall not be continued if the **TENANT** pays the rent due together with the amount of any court application fee at least one day before the scheduled court hearing.

Termination for breach of agreement by owner.

17. Where the **OWNER** has breached any term of this **AGREEMENT** the **TENANT** may apply to a competent court for an order terminating the **AGREEMENT**.

Termination by Owner.

18. If, with the approval of the **OWNER**, the **TENANT** shall remain in occupation of the premises after the expiration of the term of this **AGREEMENT** or of an extension thereof of this **AGREEMENT** shall continue subject to the conditions set out herein until determined by either party in accordance with the provisions of the Residential Tenancies Act.

Termination by mutual agreement.

19. The agreement may be terminated if both the **OWNER** and the **TENANT** agree in writing signed by both parties that the tenancy agreement be ended and the date it is to be ended.

Contracting out of provisions in the Residential Tenancies Act.

20. Owners and Tenants should be aware that it is an offence to contract out of certain provisions of the Residential Tenancies Act 1987 and should seek advice from the Department of Commerce (Department) before doing so. Advice regarding residential tenancies can be obtained free of charge from the Department's Telephone Advice Line 1300 30 40 54.

