

TENANCY AGREEMENT

This Agreement is in 2 parts:

Part 1 - Sets out the terms of the agreement.

Part 2 - Contains the residential premises condition report.

IMPORTANT NOTE ABOUT THIS AGREEMENT

The tenant is entitled to have time to read this agreement (and the completed condition report referred to in this agreement) and to obtain appropriate advice if necessary.

PART 1 TERMS OF AGREEMENT

THIS AGREEMENT is made on/...../..20..... at the University Housing Office, University of New South Wales, Sydney, NSW, 2052.

BETWEEN

THE UNIVERSITY: The University of New South Wales, Sydney, NSW, 2052, care of the University Housing Office, Ground Floor, Quadrangle Building, University of New South Wales.

AND

TENANT: (Name/s)

PREMISES: The University gives the tenant the right to occupy the premises at:

/46 HIGH STREET, RANDWICK, 2031

comprising exclusive use of Room and use of the kitchen, bathroom and living/dining room in common with the other tenants of the unit. The premises is furnished. The furniture and furnishings set out in the condition report are included. No more than ___ person/s may occupy the room.

RENT: The rent is \$00 per week payable from/...../ 2010.

The tenant pays two weeks in advance on Friday of every other week at any branch of the bank nominated by the University, using only the Deposit Book provided for the purpose, or any other reasonable place the University may name in writing or into an account named by the University.

TERM: The term of this agreement is **WEEKS** beginning on

...../...../..2010 and ending on **14 / 01 / 2011**.

RENTAL BOND: A rental bond of \$.....:00. must be paid to the University on or before signing this agreement.

THE AGREEMENT

1 The University agrees to give the tenant:

- 1.1 a copy of this agreement at or before the time the agreement is signed and given by the tenant to the University or a person on the University's behalf; and
- 1.2 a copy of the agreement, signed by both the University and the tenant, as soon as reasonably practicable.

RENT

2 The tenant agrees to pay rent on time.

3 The University agrees to provide a receipt for any rent paid to the University. If the rent is not paid in person, the University agrees only to make the receipt available for collection by the tenant or post it to the tenant. (The University is not required to provide or make available a receipt if rent is paid into the University's account.)

PAYMENT OF COUNCIL RATES, WATER RATES, LAND TAX AND OTHER CHARGES

4 The University agrees to pay:

- 4.1 council rates;
- 4.2 for water, other than water that the tenant has agreed to pay for under clauses 5.1 and 5.2 of this agreement;
- 4.3 land taxes;
- 4.4 the cost of installing any meters to measure the supply of water, electricity or gas; and
- 4.5 charges under any other Act for the residential premises.

5 The tenant agrees to pay:

- 5.1 for excess water used during the term of this agreement;
- 5.2 any other charge for water set out in the additional terms of this agreement if the charge for water is calculated according to the metered amount of water consumed and there is no minimum rate chargeable;
- 5.3 any excess garbage or sanitary charges; and
- 5.4 any charges for pumping out a septic system.

POSSESSION OF THE PREMISES

6 The University agrees:

- 6.1 to make sure the premises are vacant so the tenant can move in on the date agreed; and
- 6.2 there is no legal reason that the University knows about, or should know about when signing this agreement, why the premises cannot be used as a residence for the term of this agreement.

TENANT'S RIGHT TO QUIET ENJOYMENT

7 The University agrees:

- 7.1 that the tenant will have quiet enjoyment of the premises without interruption by the University or any person claiming by, through or under the University or having superior title to that of the University; and
- 7.2 that the University will not interfere, or cause or permit any interference with the reasonable peace, comfort or privacy of the tenant in using the premises.

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USE OF PREMISES

8 The tenant agrees:

- 8.1 not to use the premises, or cause or permit the premises to be used, for any illegal purpose;
- 8.2 not to cause or permit a nuisance;
- 8.3 not to interfere, or cause or permit interference, with reasonable peace, comfort or privacy of neighbours or any other tenants resident in the premises;
- 8.4 not to dry washing on the balcony; and
- 8.5 not to smoke or allow smoking inside the building or stairwells.

LANDLORD'S ACCESS TO THE PREMISES

9 The University, any agent of the University or any person authorised in writing by the University, during the currency of this agreement, may only enter the premises in the following circumstances:

- 9.1 in an emergency (including entry for the purpose of carrying out urgent repairs);
- 9.2 if a court so orders;
- 9.3 if there is good reason for the University to believe the premises are abandoned;
- 9.4 to inspect the premises, if the tenant gets 7 days' notice;
- 9.5 to carry out necessary repairs, if the tenant gets 2 days' notice on each occasion;
- 9.6 to show the premises to prospective buyers or mortgagees on a reasonable number of occasions, if the tenant gets reasonable notice on each occasion;
- 9.7 to show the premises to prospective tenants on a reasonable number of occasions if the tenant gets reasonable notice on each occasion. (This is only allowed during the last 14 days of the agreement); or
- 9.8 if the tenant agrees.

10 If a person has power to enter the premises under clause 9.4, 9.5, 9.6 or 9.7 of this agreement, the person:

- 10.1 must not enter the premises on a Sunday or a public holiday, unless the tenant agrees; and
- 10.2 may enter the premises only between the hours of 8.00am and 8.00pm, unless the tenant agrees to another time.

11 Except in an emergency (including to carry out urgent repairs), a person other than the University or the University's agent must produce to the tenant the University's or the University's agent's written permission to enter the premises.

CLEANLINESS, REPAIRS AND DAMAGE TO THE PREMISES

12 The University agrees:

- 12.1 to make sure the premises are reasonably clean and fit to live in; and
- 12.2 to keep the premises in reasonable repair, considering the age of, the amount of rent paid for and prospective life of the premises.

13 The tenant agrees:

- 13.1 to keep the premises reasonably clean;
- 13.2 to notify the University as soon as practicable of any damage to the premises;
- 13.3 not to intentionally or negligently cause or permit any damage to the premises; and

- 13.4 when the agreement ends, to leave the premises as nearly as possible in the same condition (fair wear and tear excepted) as set out in the premises condition report (see Part 2).

NOTE: The condition report that forms part of this agreement is the condition report set out in Part 2 of this agreement unless:

- the agreement is a renewed agreement;
- the University and tenant have agreed that clause 28 of this agreement applies; and
- a date has been inserted in clause 28, in which case the specified earlier agreement forms part of this agreement.

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ALTERATIONS AND ADDITIONS TO THE PREMISES

14 The tenant agrees:

- 14.1 not to attach any fixture or renovate, alter or add to the premises without the University's written permission;
- 14.2 not to remove, without the University's written permission, any fixture attached by the tenant;
- 14.3 to notify the University of any damage caused by removing any fixture attached by the tenant; and
- 14.4 to repair any damage caused by removing the fixture or compensate the University for the cost of repair, if the University asks.

- 15 **The University agrees** to compensate the tenant as soon as possible for the value of a fixture attached by the tenant, where the University has agreed in writing to the affixing of the fixture, if the University refuses to allow its removal.

URGENT REPAIRS

- 16 **The University agrees** to pay the tenant, within 14 days after receiving written notice from the tenant, any reasonable costs (not exceeding \$500 or any other amount agreed to by the University) the tenant has incurred for making urgent repairs (of the type set out below) so long as:

- 16.1 the damage was not caused as a result of a breach of this agreement by the tenant;
- 16.2 the tenant gives or makes a reasonable attempt to give the University notice of the damage;
- 16.3 the tenant gives the University a reasonable opportunity to make the repairs;
- 16.4 the tenant makes a reasonable attempt to have any appropriate tradesperson named in this agreement to make the repairs;
- 16.5 the repairs are carried out, where appropriate, by licensed or properly qualified persons; and
- 16.6 the tenant, as soon as possible, gives or tries to give the University written details of the repairs, including the cost and the receipts for anything the tenant pays for.

- 17 **The type of urgent repairs** to the premises for which the University agrees to make payment are repairs to:

- 17.1 a burst water service;
- 17.2 a blocked or broken lavatory system;
- 17.3 a serious roof leak;
- 17.4 a gas leak;
- 17.5 a dangerous electrical fault;
- 17.6 flooding or serious flood damage;
- 17.7 serious storm or fire damage;
- 17.8 a failure or breakdown of the gas, electricity or water supply to the premises;
- 17.9 a failure or breakdown of any essential service on the premises for hot water, cooking, heating or laundering; or
- 17.10 any fault or damage that causes the premises to be unsafe or not secure.

Tradesperson/s:

LOCKS AND SECURITY DEVICES

18 The University agrees:

- 18.1 to provide and maintain locks or other security devices necessary to keep the premises reasonably secure;
- 18.2 not to alter, remove or add any lock or other security device without reasonable excuse (which includes an emergency or an order from a court) unless the tenant agrees; and
- 18.3 to give the tenant a copy of the key or opening device or information to open any lock or security device which is added or altered, except where the tenant agrees not to be given a copy or a court so orders.

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19 The tenant agrees:

- 19.1 Not to alter, remove or add any lock or other security device without reasonable excuse (which includes an emergency or an order of a court) unless the University agrees; and
- 19.2 to give the University a copy of the key or opening device or information to open any lock or security device which is altered or added, except where the University agrees not to be given a copy or a court so orders.

TENANT'S RESPONSIBILITY FOR THE ACTION OF OTHERS

- 20 The tenant agrees to be responsible to the University for any act or omission by any person the tenant allows on the premises who breaks any of the terms of this agreement.

LANDLORD'S CHANGE OF ADDRESS

21 The University agrees:

- 21.1 if the residential address of the University changes, (and the University does not have an agent), to give notice in writing of the change within 14 days;
- 21.2 if the name or business address of the University's agent changes, or the University appoints an agent, to give the tenant notice in writing of the change, or the agent's name and business address, as the case may be, within 14 days; and
- 21.3 if the University or the University's agent is a corporation and the name of the secretary or other responsible agent of the corporation changes or the address of the registered office of the corporation changes, to give the tenant notice in writing of the change within 14 days.

COPY OF CERTAIN BY-LAWS OR AGREEMENTS

22 The University agrees:

- 22.1 to give the tenant, within 7 days of entering into this agreement, a copy of the by-laws applying to the premises if they are premises under the Strata Titles Act 1973, the Strata Titles (Leasehold) Act 1986, the Community Land Development Act 1989 or the Community Land Management Act 1989; and
- 22.2 where the University is leasing the premises, the tenant agrees to take no action that would affect the obligations of the University under that lease. Where that lease is in writing the University shall make a copy available to the tenant on demand.

MITIGATION OF LOSS

23 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 University will not be able to claim damages for loss which could have been avoided by reasonable effort by the University.)

RENTAL BOND

24 The University agrees that where the University applies to the Rental Bond Board or the Residential Tenancies Tribunal for payment of the whole or part of the rental bond to the University, then the University 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.

AGREEMENT TO USE PREVIOUS CONDITION REPORT

25 The University and tenant agree that the condition report included in a residential tenancy agreement entered into by the tenant and dated (insert a date if the University and tenant agree to this clause) forms part of this agreement.

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CARE AND USE OF THE PREMISES

WATER USAGE

26 The tenant agrees to pay for all water used during the term of the agreement (in addition to any excess water for which the tenant has agreed to pay under clause 5.3) where the charge for the water is calculated according to the metered amount of water consumed and there is no minimum rate chargeable.

27 Further to clause 13, the tenant agrees:

- 27.1 to clean the premises at least once a week, paying special attention to the kitchen, bathroom and appliances;
- 27.2 to put nothing down any sink, toilet or drain which is likely to cause obstruction or blockage;
- 27.3 to place household garbage in bags in a suitable container and to transfer all garbage to the bins provided, for collection by the local council;
- 27.4 to keep the grounds and gardens tidy and free from rubbish;
- 27.5 to take special care of the items leased with the premises including the furniture, fittings and appliances;
- 27.6 to make no alterations or additions to the premises, and to erect no sign or antenna without the written permission of the University;
- 27.7 to do no decorating which involves painting, marking or defacing any part of the premises or fixing posters or pictures by means of nails or pins, without the written consent of the University;
- 27.8 to keep no pets or other animals or birds at the premises without the prior written permission of the University;
- 27.9 to ensure nothing is done which might prejudice the insurance held by the University in respect of the premises;
- 27.10 to notify the University promptly of any loss, damage or defect in the premises; and
- 27.11 to notify the University promptly of the presence of any rats, cockroaches or other pests.

COMMON AREAS

28 The tenant agrees:

- 28.1 not to cause, or permit to be caused, any damage to the common areas, including stairways, gardens, plants, external lights, footpaths or car parking areas;

- 28.2 not to permit any child under his or her control to play in the common areas unless supervised by an adult; and
- 28.3 not to use common areas in such a way as to cause disturbance, annoyance or offence to other residents or neighbours.

NOISE AND DISTURBANCE

29 The tenant agrees:

- 29.1 not to cause or create any disturbance or nuisance or annoyance to other residents or neighbours by way of noise, behaviour, obstruction or other actions on the part of the tenant or other persons on the premises with the tenant's consent; and
- 29.2 to comply with any request by the University's staff or agents to modify or cease any activity creating disturbance, nuisance or annoyance.

TELEPHONE SERVICE

30 The tenant agrees:

- 30.1 to leave in the same way that it was connected or operating any telephone service installed in the premises at the start of the agreement;
- 30.2 not to alter or tamper with the wiring and sockets provided on the premises for the telephone service;

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- 30.3 to compensate the University as soon as possible for any reconnection expenses incurred as the result of the tenant's actions or omissions; and
- 30.4 to sign and deliver a transfer of the service as the University may direct on termination of this agreement.

RENTAL BOND

- 31 **The tenant agrees** not to apply any rental bond towards payment of the rent without the prior written consent of the University.

TERMINATION

32 Termination of the tenancy

- 32.1 The tenant agrees, upon termination of the agreement, to promptly and peacefully deliver up vacant possession of the premises, which shall include the handing over of all keys, and to notify the University of the tenant's forwarding address.
- 32.2 Notwithstanding any termination of the agreement, the tenant acknowledges that they may be liable to pay, as compensation to the University, an amount equivalent to the rent until such time as all keys are returned to the University.
- 32.3 The University may terminate this agreement on 14 days notice if the tenant breaches a term of the agreement including if the tenant is more than 14 days in arrears of rent. The tenant agrees to vacate the premises at the expiry of any 14 day notice to vacate given by the University .
- 32.4 If a breach referred to in 32.3 is serious and the University in its absolute discretion believes that harm to the premises or any tenant resident in the premises is likely to occur the University may immediately terminate this agreement and upon receiving a notice from the University pursuant to this clause the tenant agrees to immediately vacate the premises.

32.5 The tenant is not obliged to remain in the premises if, for no fault of the tenant the premises become uninhabitable. In those circumstances, the University agrees to allow the tenant to immediately terminate this agreement and deliver up the premises to the University.

33 A notice of termination must:

- 33.1 be in writing;
- 33.2 state the address of the rented premises;
- 33.3 be signed and dated;
- 33.4 allow the required period of time;
- 33.5 give the date the tenant intends to, or is requested to, move out;
- 33.6 give the reasons for ending the agreement (if any); and
- 33.7 be properly given.

34 How notice is properly given

A notice of termination given to the tenant may be:

- 34.1 posted to the tenants home;
- 34.2 given to the tenant personally;
- 34.3 given to a person aged over 16 who normally pays the rent; or
- 34.4 given to a person aged over 16 at the premises to pass on to the tenant.

A notice of termination given to the University may be:

- 34.5 posted to the University's address;
- 34.6 given to the University (or to the University's agent) personally;
- 34.7 posted or faxed to the University's agent's place of business; or
- 34.8 given to a person aged over 16 who normally collects the rent.

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35 The University and tenant agree that:

- 35.1 any action by the University or the tenant to terminate the agreement shall not affect any claim for compensation in respect of a breach of the agreement; and
- 35.2 the acceptance of or demand for rent or other money by the University after service of a termination notice does not operate as a waiver of that notice nor does it evidence the creation of a new tenancy.

36 At the expiry of the Term referred to in Part 1:

- 36.1 subject to this clause, the tenant must vacate the premises;
- 36.2 if the tenant wishes to continue in the premises and the University consents, the terms of a new written lease (including any term as to rent) will be negotiated between the tenant and the University;
- 36.3 If the tenant remains in the premises with the consent of the University (until any new lease is signed) the tenant will remain as a tenant from week to week and the terms of this agreement will apply as far as they may be applicable. Either the tenant or the University may terminate the tenancy on two weeks notice at any time.

37 Tenant Transferring the Lease

- 37.1 During University holiday periods only, the tenant may assign or sub-let the whole or part of his or her interest in this agreement with the prior written permission of the University.
- 37.2 If the University has to incur expenses to give the permission the University may seek payment of any reasonable expenses from the tenant.

- 37.3 The tenant acknowledges that it is not unreasonable for the University to not permit a transfer by the tenant to a person who is not a student or otherwise associated with the University or who is unacceptable to any other tenants living in the premises.

ENROLMENT STATUS

38 The tenant:

- 38.1 warrants that the tenant is a student enrolled in a full-time undergraduate or full-time post graduate course of tuition at the University of New South Wales (a "Full Time Student");
- 38.2 acknowledges that the University has entered into this agreement relying upon the warranty contained in clause 38.1;
- 38.3 acknowledges that the University entered into this agreement on the basis that the tenant is, and will at all times during the term of the Agreement, be a Full Time Student;
- 38.4 agrees that if, for any reason, the tenant is not enrolled (or becomes disentitled to be enrolled) as a Full Time Student at any time during the term of this agreement, the tenant must provide the University's Housing Office immediate notice in writing of this change; and
- 38.5 the University may, in its absolute discretion, terminate this agreement in accordance with clause 32.3 if the tenant ceases to be a full-time student during the term of this agreement.

GST

39 In this clause:

- 39.1 **GST, GST law** and other terms defined in GST law have, where used in this Agreement, the meaning given to those terms in *A New Tax System (Goods and Services Tax) Act 1999*;

GST Amount in the case of any taxable supply means an amount equal to 10% of the value of that supply; and

Value means (subject to the GST law) the GST exclusive amount payable under this Agreement.

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In this Agreement the expression "amount payable" in relation to a taxable supply shall be deemed to be a reference to the consideration (as that term is defined in the GST law) for the taxable supply.

- 39.2 Notwithstanding any other provision of this Agreement, the amount payable for any taxable supply under this Agreement, whether expressed as an amount of money or otherwise, is exclusive of GST.

- 39.3 To the extent any supply:

- (a) made, or to be made, under; or
- (b) in connection with,

this agreement by UNSW constitutes a taxable supply, the tenant must pay the GST Amount to UNSW no later than fourteen days following notice from UNSW requesting that payment.

- 39.4 Any amount paid or payable under this Agreement on account of GST must be calculated and paid without any deduction or set-off of any other amount payable under this Agreement.

PLEASE READ THIS AGREEMENT CAREFULLY BEFORE SIGNING

THE LANDLORD AND TENANT ENTER INTO THIS AGREEMENT (WHICH INCLUDES THE CONDITION REPORT) AND AGREE TO ALL ITS TERMS.

Signed for and on behalf of the University of New South Wales:

..... in the presence of Sharon Hutcheson.....
SIGNATURE WITNESS NAME

.....
WITNESS SIGNATURE

Signed by the tenant:

..... in the presence of Graham Jordan.....
SIGNATURE WITNESS NAME

.....
WITNESS SIGNATURE

SAMPLE

UNSW HOUSING OFFICE

UNIVERSITY STUDENT APARTMENTS BREAKING THE LEASE

BREAKING THE LEASE

A lease is a contractual arrangement. Tenants have a right to leave the tenancy before a fixed term ends, but if this leads to a rent loss on our part, or to additional costs, we are entitled to recover these costs. We must, however, mitigate our loss - i.e. we must try to keep the loss to a minimum – generally by actively searching for a replacement tenant.

The maximum penalty for breaking a fixed term lease is equal to four weeks' rent. There are exceptions however, and these are explained below:

1. **Leaving the University** - If course requirements are completed or the tenant has to leave the University for unexpected reasons (e.g. exam failure) the penalty will not apply.
2. **Departure for Financial Reasons or Other Extenuating Circumstances** - At the discretion of the University, the tenant may be allowed to leave without penalty.

If a tenant chooses to leave for reasons other than the above, the following options apply:

Option 1 – Find a Replacement

(only if there are not applicants on a waiting list)

The replacement must be:

- * currently enrolled full-time at UNSW
- * acceptable to the Housing Office
- * prepared to sign a lease for the period remaining on the original tenant's lease

*Note: * The original tenant is liable for rent if there is a gap between the two tenancies.*

Option 2 – Give Notice

The tenant must:

- give a minimum of two weeks' notice in writing
- pay a penalty equal to four weeks' rent if a replacement tenant cannot be found

*Note: * Students may allow the University to claim their bond as payment of the penalty.
* Additional notice cannot be used as a substitute for payment towards our loss.
* Payment is only required for the period of actual rent loss, if a replacement is found within four weeks' of the student vacating the unit, a refund will be made to the student for the period where the new tenant is paying rent.*

Signature:

KEY LIST

Please initial next to the keys that you have been given at the commencement of your tenancy.

KEYS

Front door/Bedroom door

() _____

Stairwell/laundry

() _____

Window lock

() _____

Letter key

() _____

Date: _____/_____/20__.

SAMPLE