



HAVELOCK HOUSE Occupancy Agreement

Date Agreement Signed: Occupancy Agreement

It is agreed that the Grantor grants to the Occupant for value a right of occupation of the premises for use as a residence by the Occupant in accordance with this Occupancy Agreement. This Occupancy agreement comprises the information on the first two pages of the agreement and the below listed attachments:

- Attachment A – Occupancy Agreement Terms (including 110 terms of the Occupancy).
- Attachment B – Service Rules, Part A
- Attachment C – Supply of Keys
- Attachment D – Reviews
- Attachment E – Asbestos
- Attachment F – Centrelink Authority
- Attachment G – Maintenance
- Attachment H – Vacating Checklist
- Attachment I – Electricity Authority

The parties

This agreement is made between:

The Grantor Havelock Housing Association Inc
of 85 Northbourne Avenue Turner ACT 2612
and the Occupant/s

The premises

The Grantor lets to the Occupant the premises

At Room Number **Havelock House, 85 Northbourne Avenue Turner ACT 2612**
Together with all furniture, fittings, appliances and goods listed in the Condition Report.

Fixed term:

The Occupancy shall consist of an agreed fixed term:
from (commencing date)(inclusive) and
to (finishing date) (inclusive); and then

A periodic occupancy begins automatically after the fixed term has ended on a month to month basis, unless terminated by the Grantor or Occupant in accordance with the Residential Tenancies Act.

The rent

The rent is \$..... for each week. The Occupant is required to pay 2 weeks rent upon commencement of the occupancy. Thereafter the Occupant must pay the rent a fortnight in advance at all times.

Payment of rent

Rent is payable fortnightly in advance as of the commencement date of the Occupancy Agreement. Rent may be paid in the any of the following ways:

- Periodic payments via Centrepay from the Occupant’s Centrelink entitlements. The Occupant must obtain account details from Havelock Housing Association prior to payment.
- Periodic payments directly from the Occupant’s bank account. The Occupant must obtain account details from Havelock Housing Association prior to payment.

Havelock Housing Association Inc may give notice to Occupants varying the ways in that rent may be paid.

Commonwealth Rent Assistance

As a Tenant member of Havelock Housing Association Inc. (HHA), Tenants may be entitled to claim CRA (subject to approval) to assist with rent payment. Upon commencement of the tenancy, the Tenant agrees to apply and collect CRA to contribute towards the total rent payable. If you are ineligible to claim CRA, then arrangements maybe made to review rental rate.

Grantor’s Name
Grantor’s Address

Occupant’s
Name/s

Occupant’s prior
address

Address of the
rented premises

Duration –Fixed
Term

Weekly Rent

Methods of
paying rent

Commonwealth
Rent Assistance

Condition Report

Occupant’s Signature: _____

Date: _____

Grantor’s Signature: _____

Date: _____

| | |
|------------------------|--|
| Bond Arrangements | <p>Condition Report Tenant agrees that if Condition Report is not returned with amendments within (7) seven days of signing tenancy agreement for the above mentioned premises – Havelock Housing Association will deem “Original Condition Report” as true and correct.</p> <p>The Bond The amount of bond is (being not more than four weeks rent).</p> |
| Details for service | <p>The address for service of documents Notices or any other documents may be delivered in person, by post, by registered courier or by fax to the Grantor at:</p> <ul style="list-style-type: none"> - the address of the Grantor above; or - the following fax number: 6248 0865 <p>The Grantor and Occupant acknowledge that notices forwarded by the methods identified above shall be effective unless another reasonable method for the service of documents has been communicated in writing to the other party.</p> |
| Repairs | <p>Urgent Repairs See clause 59, 60, 61, and 62 of the Occupancy Agreement Terms (Attachment A) Where urgent repairs are required, the Occupant must contact the Grantor’s nominee (in accordance with clause 59). For this purpose, the Grantor’s nominee is: Havelock Housing Association Inc and the nominee’s 24 hour contact number is: Mobile: 0450496696 Answering machine: 6257 2277 Fax: 6248 0865</p> |
| Additional Information | <p>Additional Information I acknowledge receipt of the following:</p> <ul style="list-style-type: none"> - Consumer Affairs Residential Tenancies Booklet. - Inventory/Condition Report. (Arrival/Departure) - Havelock Housing Association – Orientation Guide - (number) keys for the premises. |

 Occupant’s Signature: Date:

 Grantor’s Signature: Date:



Tenancy Agreement

Date Agreement Signed2012

It is agreed that the lessor grants to the tenant for value a right of occupation of the premises for use as a residence by the tenant in accordance with this tenancy agreement. This tenancy agreement comprises the information on the first two pages of the agreement and the below listed attachments:

- Attachment A – Prescribed Terms (100 terms of the tenancy).
- Attachment H – 6 Monthly reviews
- Attachment B – Inventory
- Attachment C – Keys
- Attachment D – Centrelink Consent
- Attachment E – After Hours Contact
- Attachment F – Asbestos
- Attachment G – Vacating Checklist

The parties

Lessor's Name
Lessor's Address

This agreement is made between:
The lessor of Havelock Housing Association Inc.
85 Northbourne Avenue Turner ACT 2612

Tenant's Name/s

and the tenant/s...

Tenant's prior address

Street address of the rented premises

The premises

The Lessor lets to the Tenant the premises at; _____

Fixed Term Tenancy

Fixed Term Tenancy

Fixed term:

The tenancy shall consist of an agreed fixed term:

From _____ (commencing date) (inclusive) and

To _____ (finishing date) (inclusive); and then

A periodic tenancy begins automatically after the fixed term has ended on a month to month basis, unless terminated by the Lessor or Lessee in accordance with the Residential Tenancies Act.

Weekly Rent

The rent

The rent is \$.....for each week. The tenant is required to pay 2 weeks rent in advance upon commencement of the lease.

Thereafter the tenant must pay the rent a fortnight in advance at all times via an agreed form of electronic payment with Havelock Housing Association Inc. to secure and maintain a tenancy.

Tenant's Signature

Date

Lessor/Agent's Signature

Date

| | |
|----------------------------------|--|
| Method of Paying Rent | <p>Payment of rent</p> <p>Rent is payable fortnightly in advance as of the commencement date of the Occupancy Agreement. Rent may be paid in the any of the following ways:</p> <ul style="list-style-type: none"> • Periodic payments via Centrepay from the Occupant's Centrelink entitlements. The Occupant must obtain account details from Havelock Housing Association prior to payment. • Periodic payments directly from the Occupant's bank account. The Occupant must obtain account details from Havelock Housing Association prior to payment. <p>Havelock Housing Association Inc may give notice to Tenants varying the ways in that rent may be paid.</p> |
| Commonwealth Rent Assistance | <p>Commonwealth Rent Assistance</p> <p>As a Tenant member of Havelock Housing Association Inc. (HHA), Tenants may be entitled to claim CRA (subject to approval) to assist with rent payment. Upon commencement of the tenancy, the Tenant agrees to apply and collect CRA to contribute towards the total rent payable. If you are ineligible to claim CRA, then arrangements maybe made to review rental rate.</p> |
| Bond Arrangements | <p>The bond</p> <p>The amount of bond is \$..... (being not more than four weeks rent). The bond will be lodged with the office of Rental Bonds.</p> |
| Details for service of documents | <p>The address for service of documents</p> <p>Notices or any other documents may be delivered in person, by post, by registered courier or by fax to the lessor at:</p> <ul style="list-style-type: none"> - The address of the lessor's agent; or - The following fax number: 6248 0865; or - <p>Notices or any other documents may be delivered in person, by post, by registered courier, by fax to the Tenant at:</p> <ul style="list-style-type: none"> - the premises to be let under this agreement; or - the following address:; or - the following email address:; or - the following fax number:.....; |
| Repairs | <p>Urgent Repairs</p> <p>See clause 59, 60, 61, and 62 of the prescribed terms (Attachment A)</p> <p>Where urgent repairs are required, the tenant must contact the lessor's nominee (in accordance with clause 59). For this purpose, the lessor's nominee is:</p> <p>Havelock Housing Association office hours: Monday, Wednesday, & Friday 9.00am to 5.00pm (or by phone any weekday 9.00am to 5.00pm) Ph: (02) 6257 2277 Fax: (02) 6248 0865 After Hours Call Centre Spotless Ph (02) 62607 1500</p> <p>If you have not successfully contacted Havelock Housing Association following the above procedure, see The Orientation Guide.</p> |
| Additional Information | <p>Additional Information</p> <p>I/We acknowledge receipt of the following:</p> <ul style="list-style-type: none"> - Consumer Affairs Residential Tenancies Booklet. - Inventory/Condition Report. - keys for the property. |

Tenant's Signature

Date

Lessor/Agent's Signature

Date

ATTACHMENT A – SCHEDULE 1 OF PRESCRIBED TERMS

Lessor and tenant must comply with terms of tenancy agreement

- 1 (1) This tenancy agreement is made under the *Residential Tenancies Act 1997* (the *Residential Tenancies Act*).
- (2) The lessor and the tenant may agree to add additional clauses to the tenancy agreement but they must not be inconsistent with, or modify, existing clauses (except where permitted by the Act).
- 2 By signing this tenancy agreement, the lessor and the tenant agree to be bound by its terms during the period of the tenancy it creates.
- 3 A party to this tenancy agreement cannot contract out of it or out of the provisions of the Residential Tenancies Act, except as provided in that Act.
- 4 A fixed term tenancy shall be for the single period specified in the tenancy agreement.
- 5 A periodic tenancy includes a tenancy which is not specified to be for a fixed term, including such a tenancy which commences on the expiration of a fixed term tenancy.
- 6 A reference in this tenancy agreement to a notice to vacate and a notice of intention to vacate shall be taken to be a reference to a termination notice under the Residential Tenancies Act.

Costs and procedures for establishing tenancy agreement

- 7 The lessor shall bear the cost of preparation and execution of this tenancy agreement.
- 8 The tenant shall be responsible for any legal costs that he or she incurs in relation to preparation and execution of this tenancy agreement.
- 9 The lessor shall give a copy of the proposed tenancy agreement to the tenant before the commencement of the tenancy.
- 10 The tenancy agreement shall be signed by the tenant and by the lessor (or by their authorised agents).
- 11 The lessor shall give a copy of the tenancy agreement, signed by each party, to the tenant as soon as possible after it has been signed by each party, but no later than 3 weeks after the tenant has returned a signed copy.
- 12 If the lessor does not return the tenancy agreement to the tenant, as provided by clause 11, the tenancy agreement shall have full effect in the terms signed by the tenant on occupation of the premises or acceptance of rent.

Information

- 13 (1) The lessor shall provide to the tenant a copy of an information booklet concerning residential tenancies authorised by the commissioner of fair trading before the commencement of this agreement.
- (2) If it is not possible to provide the tenant with a booklet, the lessor shall inform the tenant of the booklet and where it may be obtained.
- (3) If the premises are a unit within the meaning of the *Unit Titles Act 2001*, the lessor must give the tenant a copy of the articles of the owners corporation before the commencement of this agreement.

Bond and condition report

Maximum bond

- 14 Payment of a bond is not necessary unless required by the lessor.
- 15 Only 1 bond is payable for the tenancy created by this tenancy agreement.
- 16 The amount of the bond shall not exceed the amount of 4 weeks rent.

Lodgment of the bond with the Office of Rental Bonds

- 17 If the lessor requires a bond, the bond must be lodged with the Office of Rental Bonds.
- 18 Either party may lodge the bond with the Office of Rental Bonds.

If the lessor and tenant agree that the tenant is to lodge the bond

- 19 If the parties agree that the tenant is to lodge the bond, the following applies:
- (a) the tenant shall complete and sign the bond lodgment form provided by the Office of Rental Bonds and the lessor must do the same;
- (b) the tenant must lodge the bond and bond lodgment form with the Office of Rental Bonds;
- (i) the tenant must lodge the bond whether or not the lessor signs the bond lodgment form; and
- (ii) payment of the bond to the Office of Rental Bonds shall be in cash, by bank cheque or by other such means permitted by that office;
- (c) the lessor may require lodgment of the bond before he or she gives possession of the premises to the tenant and if this is the case, the tenant shall be able to take possession of the premises and receive the keys to the premises as soon as the tenant provides the lessor with evidence of

lodgment of the bond (such evidence includes the receipt of the Office of Rental Bonds).

If the lessor is to lodge the bond

- 20 If the lessor is to lodge the bond, the following applies:
- (a) on receiving the bond, the lessor must give the tenant a receipt for the bond;
- (b) the lessor must complete and sign the bond lodgment form and the tenant must do the same;
- (c) the lessor must lodge the bond and bond lodgment form with the Office of Rental Bonds within 10 days of receiving the bond, or the commencement of the tenancy, whichever date is the later. If the lessor has a real estate agent, the agent has 30 days to lodge the bond;
- (d) the lessor must lodge the bond whether or not the tenant completes the bond lodgment form.

Condition Report

- 21 (1) Within 1 day of the tenant taking possession of the premises, the lessor must give 3 copies of a condition report completed by him or her to the tenant.
- (2) The condition report must be on, or to the effect of, the condition report form published by the Territory.
- 22 (1) The tenant must examine the report and indicate on the report his or her agreement or disagreement with the items.
- (2) The tenant must return to the lessor 2 copies of the report as completed by him or her within 7 days of receiving it.
- 23 The lessor must keep a record of receipt and lodgment of the condition report.

Rent and other charges

Rent and bond only as payment for the tenancy

- 24 The lessor must not require any payment other than rent or bond for the following:
- (a) the granting, extension, transfer or renewal of a tenancy or subtenancy;
- (b) vacating of premises;
- (c) obtaining a key to the premises;
- (d) information on the availability of tenancies.

Holding deposits

- 25 The Residential Tenancies Act prohibits the taking of holding deposits.

Payment of rent

- 26 (1) The tenant shall pay the rent on time.
- (2) The tenant shall not use the bond money to pay the rent for the last week's of the tenancy.
- (3) The tenant and the lessor may agree to change the way rent is paid (including, where the rent is paid or whether it is to be paid into a nominated bank account or whether it is to be paid in person).
- 27 The lessor must not require the tenant to pay rent by postdated cheque.

Maximum rent in advance

- 28 The lessor must not require an amount of rent paid in advance greater than 1 calendar month.

Rent receipts

- 29 If rent is paid in person to the lessor or a real estate agent, a receipt must be given at that time.
- 30 In other circumstances where rent is paid to the lessor, a receipt must be provided or sent by post within 7 days of its receipt.
- 31 (1) A receipt for payment of rent shall specify the amount paid.
- (2) A receipt should specify the following:
- (a) the date of payment;
- (b) the period in respect of which the payment is made;
- (c) the premises in respect of which the payment is made;
- (d) whether the payment is for bond or rent.
- (3) If these particulars are not included in the receipt, the lessor shall provide this information to the tenant within 28 days of a request by the tenant.
- 32 A receipt is not required if the rent is paid by the tenant directly into an account nominated by the lessor or real estate agent.

Rent records

- 33 (1) The lessor must keep, or cause to be kept, records of the payment of rent.
- (2) Those records must be retained for a period of not less than 12 months after the end of the tenancy.

Tenant's Signature

Date:

Lessor's Agent's Signature: Date:

Increase in rent

- 34 The amount of rent shall not vary from period to period except as provided by this tenancy agreement and the Residential Tenancies Act.
- 35 The rent may not be increased at intervals of less than 12 months from either the beginning of the tenancy agreement for the first increase, or after that, from the date of the last increase.
- 36 Notwithstanding clause 35, if the commissioner for housing is the lessor under this tenancy agreement and he or she—
 - (a) undertakes a review of rent in accordance with the *Housing Assistance Act 1987*, section 15 (3); and
 - (b) as a result of the review, decides to increase the rent;
 then—
 - (c) if a previous review of rent has been undertaken—the increase shall not take effect less than 1 year after the date of the last increase of rent in respect of the premises; or
 - (d) if no previous review of rent has been undertaken—the commissioner may increase the rent.
- 37 The restriction on increase in rent shall apply provided the identity of at least 1 of the tenants who occupy the premises remains the same as at the time of the last increase.

Review of excessive rent increases

- 38 The lessor must give the tenant 8 weeks notice in writing of intention to increase the rent and include in the notice the amount of the increase, and the date on which it is proposed to increase the rent.
- 39 (1) The tenant may apply in writing to the tribunal for review of an excessive increase in rent (time limits for applying and the meaning of excessive is set out in the Residential Tenancies Act).
- (2) On such application being made, no increase in rent is payable until so ordered by the tribunal.
- 40 If the tenant remains in occupation of the premises without applying to the tribunal for review, the increase in rent shall take effect from the date specified in the notice.
- 41 If the tenant wishes to vacate the premises before the increase takes effect, he or she must give 3 weeks notice to the lessor.

Lessor's costs

- 42 The lessor shall be responsible for the cost of the following:
 - (a) rates and taxes relating to the premises;
 - (b) services for which he or she agrees to be responsible;
 - (c) services for which there is not a separate metering device so that amounts consumed during the period of the tenancy cannot be accurately determined;
 - (d) all services up to the time of measurement or reading at the beginning of the tenancy;
 - (e) all services after reading or measurement at the end of the tenancy providing the tenant has not made any use of the service after the reading.
- 43 (1) The lessor shall pay for any physical installation of services (eg water, electricity, gas).
- (2) The tenant is responsible for the connection of all services which will be supplied in his or her name.
- 44 The lessor shall pay the annual supply charge associated with the supply of water or sewerage.
- 45 If the premises are a unit under the *Unit Titles Act 2001*, the lessor is responsible for all owners corporation charges.

Tenant's costs

- 46 The tenant shall be responsible for all charges associated with the consumption of services supplied to the premises, including electricity, gas, water and telephone.
- 47 The tenant shall not be required by the lessor to connect or continue a telephone service.

Reading of metered services

- 48 (1) The lessor shall be responsible for undertaking or arranging all readings or measurement of services, other than those which are connected in the name of the tenant.
- (2) The lessor shall provide the tenant with an opportunity to verify readings and measurements.
- 49 If the lessor does not arrange reading or measurement of a service connected in the name of the lessor by the day after the date of expiry of notice to vacate given in accordance with this tenancy agreement or the Residential Tenancies Act, he or she shall be responsible for payment of the unread or unmeasured service after the date of the last reading or measurement.
- 50 (1) If the tenant vacates the premises without giving notice prior to departure, the lessor shall arrange a reading or measurement of services connected in the lessor's name within a reasonable time of his or her becoming aware of the departure of the tenant.

- (2) The tenant shall be responsible for payment of services to the date of that reading or measurement.

Tenant's use of the premises without interference

- 51 The lessor guarantees that there is no legal impediment to the use of the premises for residential purposes by the tenant.
- 52 The lessor shall not cause or permit any interference with the reasonable peace, comfort or privacy of the tenant in the use by the tenant of the premises.
- 53 Unless otherwise agreed in writing, the tenant shall have exclusive possession of the premises, as described in the agreement, from the date of commencement of the tenancy agreement provided for in the agreement.

Lessor to make repairs

Lessor to provide premises in a reasonable state at the start of the tenancy

- 54 (1) The lessor shall provide the premises, including furniture, fittings and appliances (unless excluded in writing in the tenancy agreement):
 - (a) fit for habitation; and
 - (b) in a reasonable state of repair; and
 - (c) in a reasonable state of cleanliness; and
 - (d) in a reasonably secure condition.
- (2) The lessor or the tenant may change locks (at his or her own cost unless otherwise agreed) with the agreement of the other party (which will not be unreasonably withheld).
- (3) The lessor or the tenant may change locks (at his or her own cost) in an emergency without the agreement of the other party.
- (4) Where a lock is changed, a copy of the key to the changed lock must be provided to the other party as soon as possible.

Lessor to make repairs

- 55 (1) The lessor shall maintain the premises in a reasonable state of repair having regard to their condition at the commencement of the tenancy agreement.
- (2) The tenant shall notify the lessor of any need for repairs.
- 56 The lessor shall not be obliged to repair damage caused by the negligence or wilful act of the tenant.
- 57 Subject to clause 55, the lessor shall make repairs, other than urgent repairs, within 4 weeks of being notified of the need for the repairs (unless otherwise agreed).

Repairs in unit title premises

- 58 If the premises are a unit under the *Unit Titles Act 2001*, and the tenant's use and enjoyment of the premises reasonably requires repairs to the common property, the lessor must take all steps necessary to require the owners corporation to make the repairs as quickly as possible.

Urgent repairs

- 59 The tenant shall notify the lessor (or the lessor's nominee) of the need for urgent repairs as soon as practicable, and the lessor shall, subject to clause 82, carry out those repairs as soon as necessary, having regard to the nature of the problem.
- 60 The following are urgent repairs in respect of the premises, or services or fixtures supplied by the lessor:
 - (a) a burst water service;
 - (b) a blocked or broken lavatory system;
 - (c) a serious roof leak;
 - (d) a gas leak;
 - (e) a dangerous electrical fault;
 - (f) flooding or serious flood damage;
 - (g) serious storm or fire damage;
 - (h) a failure of gas, electricity or water supply to the premises;
 - (j) the failure of a refrigerator supplied with the premises;
 - (k) a failure or breakdown of any service on the premises essential for hot water, cooking, heating or laundering;
 - (m) a fault or damage that causes the residential premises to be unsafe or insecure;
 - (n) a fault or damage likely to cause injury to person or property;
 - (o) a serious fault in any door, staircase, lift or other common area which inhibits or unduly inconveniences the tenant in gaining access to and use of the premises.

Tenant may authorise urgent repairs in certain circumstances

- 61 If the lessor (or the lessor's nominee) cannot be contacted, or fails to effect the urgent repairs within a reasonable time, the tenant may arrange for urgent repairs to be effected to a maximum value of up to 5% of the rent of the property over a year.
- 62 The following procedures apply to urgent repairs arranged by the tenant:
 - (a) the repairs arranged by the tenant must be made by the qualified tradesperson nominated by the lessor in the tenancy agreement;
 - (b) if the lessor has not nominated a tradesperson, or the nominated tradesperson cannot be contacted or is otherwise unavailable, the repairs must be performed by a qualified tradesperson of the tenant's choosing;

Tenant's Signature

Date:

Lessor's Agent's Signature:

Date:

- (c) where the repairs are arranged by the tenant in accordance with these procedures—the lessor is liable for the cost of repairs and the tradesperson may bill the lessor direct;
- (d) where the tenant does not act in strict compliance with this clause—the tenant is personally liable for the cost of any urgent repairs arranged by him or her.

Tenant to look after the premises

The tenant shall take reasonable care of the premises and keep the premises reasonably clean

- 63 During the tenancy, the tenant shall—
- (a) not intentionally or negligently damage the premises or permit such damage; and
 - (b) notify the lessor of any damage as soon as possible; and
 - (c) take reasonable care of the premises and their contents, and keep them reasonably clean, having regard to their condition at the time of the commencement of the tenancy and the normal incidents of living.

- 64 The tenant shall leave the premises—
- (a) in substantially the same state of cleanliness, removing all his or her belongings and any other goods brought onto the premises during the duration of the tenancy agreement; and
 - (b) in substantially the same condition as the premises were in at the commencement of the tenancy agreement, fair wear and tear excepted.

65 The lessor shall not require the tenant to make alterations, improvements or renovations to the premises.

Tenant of unit to observe articles

66 If the premises are a unit under the *Unit Titles Act 2001*, the tenant must comply with the articles of the owners corporation, and with any notice served in accordance with the articles, to the extent that they are not inconsistent with the prescribed terms in this agreement.

Tenant shall make no alterations and shall not add any fixtures or fittings without the consent of lessor

- 67 The tenant shall not make any additions or alterations to the premises without the written consent of the lessor.
- 68 (1) The tenant shall not add any fixtures or fittings to the premises without the consent of the lessor.
- (2) The lessor’s consent shall not be unreasonably withheld.
 - (3) The tenant shall make good any damage to the premises on removal of any fixtures and fittings.
 - (4) Any fixtures or fittings not removed by the tenant prior to the tenant leaving the premises shall become the property of the lessor.

Tenant shall not use the premises for illegal purposes and shall not disturb the neighbours

- 69 Unless otherwise agreed in writing, the tenant shall only use the premises for residential purposes.
- 70 The tenant shall not:
- (a) use the premises, or permit them to be used, for an illegal purpose to the detriment of the lessor’s interest in the premises; or
 - (b) cause or permit nuisance; or
 - (c) interfere, or permit interference, with the quiet enjoyment of the occupiers of nearby premises.
- 71 The tenant shall not leave the premises vacant for more than 21 days without notifying the lessor.

Tenant shall not sell, dispose of, or sublet tenancy without consent of lessor

- 72 (1) The tenant shall not assign or sublet the premises or any part of them without the written consent of the lessor.
- (2) Consent may be given at any time.
 - (3) No rights in respect of the premises may be created in any third party prior to consent being obtained from the lessor.

Tenant may be responsible for damage or other breach of tenancy agreement by visitors or guests

- 73 The tenant is personally responsible for the actions or omissions of visitors, guests or other persons on the premises if:
- (a) the action or omission would if performed by the tenant have constituted a breach of this tenancy agreement; and
 - (b) the person is on the premises with the permission of the tenant.
- 74 The tenant is not personally responsible for the actions or omissions of a person who is on the premises:
- (a) at the request of the lessor; or
 - (b) to assist the lessor perform any of the duties of the lessor under this tenancy agreement (whether at the request of the lessor or the tenant); or
 - (c) without the consent of the tenant.

Lessor’s access to premises

Lessor cannot enter premises except as provided in tenancy agreement

- 75 (1) The lessor shall not require access to the premises during the tenancy except as provided by the law, this tenancy agreement, the Residential Tenancies Act, or an order of the tribunal.
- (2) The tenant may permit access to the premises by the lessor at any time.
 - (3) If requested, the lessor or the lessor’s agent shall provide identification to the tenant.
- 76 The lessor shall not have access to the premises—
- (a) on Sundays; or
 - (b) on public holidays; or
 - (c) before 8 am and after 6 pm;
- other than—
- (d) for the purpose of carrying out urgent repairs or for health or safety reasons in relation to the premises; or
 - (e) with the consent of the tenant.

Access in accordance with tenancy agreement

Routine inspections

- 77 The lessor may inspect the premises twice in each period of 12 months following the commencement of the tenancy.
- 78 In addition to the inspections provided for in the previous clause, the lessor may make an inspection of the premises—
- (a) within 1 month of the commencement of the tenancy; and
 - (b) in the last month of the tenancy.
- 79 (1) The lessor must give the tenant 7 days written notice of an inspection.
- (2) The inspection shall take place at a time agreed between the parties with reasonable regard to the work and other commitments both of the tenant and of the lessor (or their agents).
 - (3) If the parties are unable to agree on an appropriate time, the lessor or the tenant may apply to the tribunal for an order permitting access at a specified time.

Access for purchasers and new tenants

- 80 The tenant must permit reasonable access to the premises during the period of 21 days preceding the end of the tenancy, on the lessor giving 24 hours notice, in order to allow inspection of the premises by prospective tenants.
- 81 The tenant must permit reasonable access to the premises, on the lessor giving 24 hours notice, in order to allow inspection of the premises by prospective purchasers of the premises provided:
- (a) the lessor intends to sell the premises; and
 - (b) the lessor has previously notified the tenant in writing of his or her intention to sell.

Access for making or inspecting repairs

- 82 (1) On giving the tenant 7 days notice (or such other agreed period), the lessor may enter the premises at a reasonable time, having regard to the interests of the tenant and the lessor, for the purpose of making or inspecting repairs.
- (2) In the case of urgent repairs the lessor shall give reasonable notice and enter the premises at a reasonable time having regard to the interests of the tenant and the lessor.

Notice to vacate by lessor

- 83 The notice to vacate shall be in writing, in the form required by the Residential Tenancies Act, and shall include the following information:
- (a) the address of the premises;
 - (b) the ground(s) on which the notice is issued, together with sufficient particulars to identify the circumstances giving rise to the ground(s);
 - (c) that the lessor requires the tenant to vacate the premises by the expiry of the required notice period and that the tenancy shall end on the day that the tenant vacates the premises.

Notice of intention to vacate by tenant

- 84 (1) If the tenant serves a notice of intention to vacate and vacates the premises in accordance with the notice, the tenancy terminates on the date of vacating the premises.
- (2) On receiving a notice of intention to vacate, the lessor may—
 - (a) accept the notice and accept that the tenancy shall end on the date nominated in the notice; or
 - (b) apply to the tribunal for confirmation of the tenancy agreement, an order for compensation or both.
- 85 The notice of intention to vacate must be in the same form and contain the same information as the notice to vacate from the lessor except the notice shall contain the statement that the tenant intends to vacate the premises on a certain date and the tenancy shall terminate on that date.

Termination where premises are not fit for habitation

- 86 The lessor or the tenant may, by written notice, terminate the tenancy on a date specified in the notice on the following grounds:
- (a) the premises are not fit for habitation;

Tenant’s Signature

Date:

Lessor’s Agent’s Signature:

Date:

- (b) the premises are not available or will not be available due to Government action within a period of 4 weeks of the date that notice is given.
- 87 (1) In either case the lessor must give not less than 1 week's notice of termination of the tenancy, and the rent shall abate from the date that the premises are uninhabitable.
- (2) The tenant may give 2 days notice of termination of the tenancy.
- (3) If neither the lessor or the tenant give notice of termination of the tenancy, the rent shall abate for the period that the premises are unable to be used for habitation, but the tenancy shall resume when they are able to be used again.

Termination of tenancy by tenant

Termination on or after end of fixed term

- 88 (1) The tenant may give notice to terminate a periodic tenancy by giving the lessor not less than 3 weeks notice of the date on which he or she intends to vacate the premises.
- (2) The tenancy shall end on the date specified by the tenant.
- 89 (1) The tenant may give notice to terminate a fixed term tenancy at or after the end of the tenancy by giving 3 weeks notice of the date on which he or she intends to vacate the premises.
- (2) The tenancy shall end on the date specified by the tenant.

Termination for breach by lessor

- 90 If the lessor breaches the tenancy agreement, and the tenant wishes to terminate the tenancy agreement, the tenant may either—
- (a) apply to the tribunal for an order terminating the tenancy; or
- (b) give the lessor written notice of intention to terminate the tenancy, in accordance with clause 91.
- 91 If the tenant decides to proceed by way of notice to the lessor, the following procedures apply:
- (a) the tenant must give the lessor a written notice that the lessor has 14 days to remedy the breach if the breach is capable of remedy;
- (b) if the lessor remedies the breach within that 14 day period—the tenancy shall continue;
- (c) if the lessor does not remedy the breach within the time specified in the notice, or if the breach is not capable of remedy—the tenant shall give 14 days notice of intention to vacate;
- (d) the tenancy agreement terminates on the date specified by the tenant;
- (e) rent is payable to the date specified in the notice or to the date that the tenant vacates the premises, whichever is the later;
- (f) if the lessor remedies the breach during the period of the notice of intention to vacate, the tenant, at his or her option, may withdraw the notice or may terminate the tenancy agreement on the date specified in the notice by vacating the premises on that date.

Termination of tenancy by lessor

Termination for failure to pay rent

- 92 The tribunal may order the termination of the tenancy and eviction of the tenant on the ground of nonpayment of rent in the following circumstances:
- (a) rent has been unpaid for 7 days. The first day of this period concludes at midnight on the day on which the unpaid rent was due;
- (b) the lessor has served a notice to remedy on the tenant for the failure to pay the rent, being a notice—
- (i) served not earlier than 8 days after the day on which the rent was due; and
- (ii) containing a statement that if the tenant pays the rent outstanding to the date of payment within 7 days of the date of service of the notice to remedy, no further action shall be taken and the tenancy shall continue;
- (c) if all rent is not paid within 7 days of the date of service of the notice to remedy—the lessor may then serve a notice to vacate on the tenant requiring the tenant to vacate the premises within 14 days of service of the notice to vacate;
- (d) no earlier than the date on which the notice to vacate is served, the lessor may apply to the tribunal for an order terminating the tenancy and evicting the tenant;
- (e) the tribunal hearing of the application to terminate and evict shall not be earlier than the expiration of the period specified in the notice to vacate;
- (f) during any tenancy in which the lessor has previously issued 2 notices to remedy, the lessor may serve a notice to vacate 8 days after the day on which the rent has fallen due without serving a notice to remedy.

Termination of tenancy for breach other than nonpayment of rent

- 93 The tribunal may order the termination of the tenancy and eviction of the tenant on the ground of breach of the tenancy agreement in the following circumstances:
- (a) the lessor must serve a notice in writing requiring the tenant within 14 days after the day of service to remedy the breach if it is capable of remedy;

- (b) if the breach is not remedied within 14 days after the day of service or if the breach is not capable of remedy—the lessor shall give a notice to vacate the premises within 14 days after the date of service of the notice to vacate;
- (c) if the tenant does not vacate the premises within the period of 14 days after the date of service of a notice to vacate—the lessor may apply to the tribunal for an order terminating the tenancy and for the eviction of the tenant;
- (d) if the tenant breaches the terms of the tenancy on 3 occasions on any ground—on the third occasion the lessor may serve a notice to vacate and need not give the tenant 14 days to remedy the breach.

Termination of tenancy without cause

- 94 The lessor may serve a notice to vacate during the term of a tenancy requiring the tenant to vacate the premises at the expiration of the notice provided that—
- (a) the notice is for 26 weeks; and
- (b) the notice does not require the tenant to vacate the premises during a fixed term.
- 95 (1) Where a tenant is required to vacate the premises in accordance with clause 94, the tenant may vacate the premises at any time during the 2 weeks prior to the date specified in the notice to vacate provided he or she gives the lessor 4 days notice of intention to vacate.
- (2) In this case, the tenancy terminates on the date that the tenant vacates the premises.

Termination of periodic tenancy

- 96 (1) Where there is a periodic tenancy, the lessor may serve on the tenant a notice to vacate for the following periods on the following grounds:
- (a) notice of 4 weeks where a lessor or a lessor's immediate relative intends to reside in the premises;
- (b) notice of 4 weeks where a person not being an immediate relative who has a close family or personal relationship with the lessor and who has a reasonable expectation arising out of that relationship that the lessor would provide accommodation for that person intends to reside in the premises;
- (c) notice of 8 weeks where the lessor has a bona fide intention to sell the premises;
- (d) notice of 12 weeks where lessor has a bona fide intention to reconstruct, renovate or make major repairs to the premises which activities cannot reasonably be carried out with the tenant in residence.
- (2) In this clause:

immediate relative means a son, daughter, son-in-law, daughter-in-law, mother, father, mother-in-law, father-in-law, brother, sister, brother-in-law or sister-in-law.

- 97 (1) Where a tenant is required to vacate the premises in accordance with clause 96, the tenant may vacate the premises at any time during the 2 weeks prior to the date specified in the notice to vacate provided he or she gives the lessor 4 days notice of intention to vacate.
- (2) In this case, the tenancy terminates on the date that the tenant vacates the premises.

Notices of address for service

- 98 (1) At the commencement of the tenancy, the lessor and the tenant shall each give an address for service of notices.
- (2) If such address changes during the tenancy, the lessor or tenant must advise the other party of the new address for service within 14 days of the change.
- 99 On vacating the premises, the tenant must advise the lessor of a forwarding address.
- 100 Where 2 or more people share a tenancy, except where this agreement otherwise provides, they do so as joint tenants.

Tenant's Signature

Date:

Lessor's Agent's Signature:

Date: