# Sargeants - Wodonga

### Conveyancing & Property Transfer Specialists 85 High Street Wodonga

Telephone: 02 6056 9873

## **SECTION 32 STATEMENT**

### **PARTICULARS OF SALE**

**VENDOR:** 

Robin Peter George Owen

STREET ADDRESS

1-6/154 Harris Street Corryong

LAND BEING SOLD

The land which is presently fenced and/or occupied by the Vendor and

contained only within the land described in Certificate of Title

VOLUME 11178 FOLIO 074

#### IMPORTANT NOTICES TO PURCHASER

The vendor makes this statement is respect of the land in accordance with Section 32 of the Sale of Land Act 1962. The statement must be signed by the vendor either personally or by his electronic signature.

#### **FINANCIAL MATTERS**

Particulars of any rates, taxes, charges or other similar outgoings (and any interest on them) including any water usage, sewerage disposal charges or other charges based on a user pay system.

(a) Their total does not exceed

\$7,000.00

- (b) There are NO amounts for which the purchaser may become liable as a consequence of the sale of which the vendor might reasonably be expected to have knowledge, which are not included in the above amount.
- (c) Particulars of any charge (whether registered or not) over the land imposed by or under an Act to secure an amount due under that Act, including the amount owing under that charge are as follows:- NONE TO THE VENDORS KNOWLEDGE

#### **INSURANCE**

#### Damage or Destruction

The property remains at the risk of the vendor until the purchaser becomes entitled to possession or receipt of the rents and profits.

#### Owner Builder

Where there is a residence on the land which was constructed within the preceding 6 years and section 137B of the *Building Act* 1993 applies to the residence.

### **NOT APPLICABLE**

#### **LAND USE - RESTRICTIONS**

Information concerning any easement, covenant or other similar restriction affecting the land (registered or unregistered)

- (a) Easements affecting the land as set out in the documents attached (if any)
- (b) Covenants affecting the land as set out in the documents attached (if any)
- (c) Leases affecting the land as set out in the documents attached (if any)
- (d) Other similar restrictions affecting the land as set out in the documents attached (if any)

Particulars of any existing failure to comply with the terms of any Easement, Covenant, Lease or other similar restriction are:-

#### NONE TO THE VENDORS KNOWLEDGE

However please note that underground electricity cables, water and gas pipes, sewers or drains may be laid outside registered easements.

#### **ROAD ACCESS**

There is access to the property by road

#### **BUSHFIRE - PRONE AREA**

- (1) The property is in a bushfire prone area within the meaning of the Regulations made under the *Building Act 1993* unless the attached Bushfire Prone Area Report states otherwise.
- (2) If the property is in a designated bushfire prone area the designation will be shown on the attached Bushfire Prone Area Report and special bushfire construction requirements, Planning provisions and Country Fire Authority requirements may apply. However you should conduct your own due diligence by searching the Victorian Government's <u>Land</u> Channel website.

#### **FLOOD PRONE AREA**

The property is in a flood prone area and subject to uncontrolled overland drainage unless there is a Building Regulations 2006 certificate or other certificate herein that specifically states otherwise.

#### **TERMITE INFESTED AREA**

The property is in a Termite infested area unless there is a Building Regulations Certificate 206 certificate or other certificate herein that specifically states otherwise. However it is recommended that you make your own investigations as to whether protective measures should be provided as termite and other pest infestation can occur at any time.

#### HISTORIC MINE ACTIVITY

The property is in a known mining area and mining activity may be present unless there is a Form 692 included herein stating otherwise.

#### **AIRPORT ENVIRONS**

The property is affected by an Airport Environs Overlay unless there is a certificate herein that specifically states otherwise.

PLANNING AND ROAD ACCESS - Information concerning any planning instrument -

(a) Name of planning scheme is: Towong Planning Scheme

(b) The name of the responsible authority is: Towong Shire Council

(c) The zoning of the land is:

General Residential Zone (GRZ)

#### General Residential Zone - Schedule 1 (GRZ1)

(d) The name of any planning overlay affecting the land: Not Applicable

The planning instrument does not prohibit the construction of a dwelling house on the land. Overlays - Landslip - Vegetation - Mining - or other General information - AS ATTACHED (if any) The Land may have been declared by a relevant authority to be in an area which is liable to flooding, mine subsidence, land slip or pest infestation.

<u>NOTICES</u> - Particulars of any notice, order, declaration, report, recommendation of a public authority or government department or approved proposal <u>directly</u> and <u>currently</u> affecting the land, being a notice, order, declaration, report, recommendation or approved proposal of which the vendor might reasonably be expected to have knowledge.

- (a) Any notice affecting the Owners Corporation and any liabilities (whether contingent, proposed or otherwise) where the property is in a subdivision that includes common property including any relating to the undertaking of repairs to the property or the removal or replacement or of any unsafe materials.
- (b) Any Quarantine or stock order imposed under the Stock Disease Act 1968 (whether or not the Quarantine Order it still in force)
- (c) Agricultural chemicals
  - Particulars of any notices, property management plans, reports or orders in respect of the land issued by a government department or public authority in relation to livestock desease or contamination by agricultural chemicals affecting the ongoing use of the land for agricultural purposes and any land use restriction notice given in relation to the land under the Agricultural and Veterinary Chemicals Act 1992
- (d) Particulars of any mining licence granted under the Mineral Resources Development Act 1990
- (e) Compulsory acquisition
  - Particulars of any notice of intention to acquire served pursuant to Section 6 of the Land Acquisition and Compensation Act 1986.
- (f) Notice issued by the Environment Protection Authority
- (g) Any notice or order pursuant to the Domestic Building Contracts and Tribunal Act 1995 **NONE TO THE VENDORS KNOWLEDGE** save as disclosed herein or in any Owners Corporation Certificate.

The land is in a Municipal District specified by the Minister administering the Mineral Resources (Sustainable Development) Act 1990.

Particulars of any Mining Licences affecting the land are as follows: - NOT APPLICABLE

### **BUILDING APPROVALS**

Particulars of any building permit issued under the *Building Act* 1993 in the preceding 7 years (required only where there is a residence on the land).

NO SUCH BUILDING PERMIT HAS BEEN ISSUED TO THE VENDORS KNOWLEDGE

#### **OWNERS CORPORATION**

If the land is in a subdivision that has common property and there is thereby an owners corporation within the meaning of the Owners Corporation Act 2006 then included herewith (if they are relevant or available) is a copy of :-

- (a) A current Owners Corporation Certificate issued in respect of the land being sold;
- (b) The Owners Corporation Rules;
- (c) The Minutes of the most recent annual general meeting of the Owners Corporation and all resolutions made at that meeting;
- (d) The most recent accounts and balance sheet of the Owners Corporation and
- (e) A Statement of advice and information for prospective purchasers and lot owners.

Not all Owners Corporations carry out all functions so therefore some documents may not be in existence.

#### **GROWTH AREA INFRASTRUCTURE CONTRIBUTION**

#### **NOT APPLICABLE**

SERVICES - Information concerning the supply of the following services -

### THE FOLLOWING SERVICES ARE NOT CONNECTED

- (a) Gas Supply
- (b) Telephone Service

#### THE FOLLOWING SERVICES ARE CONNECTED

- (a) Electricity Supply
- (b) Water Supply
- (c) Sewerage

Connected indicates that the service is provided by an authority and operating on the day of sale. The purchaser should be aware that the vendor may terminate their account with the service provider before the settlement and the purchaser will have to pay to have the service reconnected.

### TITLE

Attached are copies of the following documents:

#### Registered Title

A Register Search Statement

The document or part of the document referred to as the "diagram location" in that statement which identifies the land and its location.

Evidence of the vendor's right or power to sell

(where the vendor is not the registered proprietor/the owner in fee simple)

#### **SUBDIVISION**

#### Unregistered Plan of Subdivision

Attached is the latest version of the plan which has been certified:

Not Applicable

#### Staged Subdivision

Attached is the latest version of the first stage if the land is in the second or subsequent Stage: Not Applicable

The following requirements in the Statement of Compliance relating to the stage in which the land is included have not been complied with:-Not Applicable

Proposals relating to subsequent stages that are known to the Vendor are:- Not Applicable

The contents of any Planning Permit under the Planning and Environment Act 1987 authorising the stages subdivision are attached (if relevant).

#### Further Plan of Subdivision

Attached is the latest version of the plan which has been certified:

Not Applicable

30th April

## **DISCLOSURE OF ENERGY EFFICIENCY INFORMATION**

**NOT APPLICABLE** 

DATE OF THIS STATEMENT

2021

Signature of Vendor/s .......

#### **VENDORS ACKNOWLEDGEMENTS**

I agree that this Section 32 Statement and the documents herewith (including the Register Search Statement) must be updated at the expiration of six calendar months from the date of the Register Search Statement herewith, I will not hold Sargeants responsible for any loss or damage if the Vendors Statement is not so updated or if it is used by any Real Estate Agent other than the one to whom it is first forwarded to by Sargeants.

I confirm that this statement has been printed solely in accordance with my instructions and from the information and documents provided or approved by me and are true and correct. I undertake that I will exercise all possible diligence and provide full and honest disclosure of all relevant information of which I am aware or might reasonably be expected to be aware of. I am aware that Sargeants have only been retained to fill up this document in accordance with my said instructions and the information and documents provided or approved by me. I certify that I am not aware of :-

- (a) any variation between the land occupied by me and the land described in the Certificate/s of Title.
- (b) any registered or unregistered encumbrances not disclosed in this document.
- (c) any failure to obtain any necessary planning, building or other permits.
- (d) the property being affected by any environmental, Landslip, mining, flooding, fill, latent defects, bushfire attack or historical significance issues.
- (e) any contingent or proposed liabilities affecting any Owners Corporation including any relating to the undertaking of repairs to the property or the removal or replacement of any unsafe materials.
- (f) my occupation or use of any adjacent land which is not contained in the land being sold.
- (g) any buildings erected over any easements, or any rights over any other land (i.e. a roadway or walkway) other than those disclosed herein and any proposal in relation to any other land which may directly and currently affect the property being sold. (h) any proposal in relation to any other land which may directly and currently affect the property being sold.
- I acknowledge that I have read the statement, all the documents and the representations and warranties given by me in lieu of requisitions and I accept sole responsibility for the accuracy of all the information and documents and for providing or omitting all or any of the information, conditions, Titles, notices or documents including, but without limiting the generality of the forgoing, any information, conditions, Titles or documents required or that later may be deemed to be required by Section 32

of the Sale of Land Act 1996 as amended and/or any other Act or regulation.

#### **INSURANCE**

I the vendor undertake to keep the property and all improvements thereon and therein, fully insured for their full replacement value (new for old) until the final settlement of any sale of the property.

#### PURCHASER'S ACKNOWLEDEGMENTS

The purchaser hereby acknowledges being given this statement signed by the vendor with all the attached documents and a DUE DILIGENCE CHECKLIST before the purchaser signed the contract

#### **SPECIAL CONDITIONS**

#### 1. WARRANTIES and EXCLUSIONS

DATE OF ACKNOWLEDGMENT

The purchaser agrees that there are no conditions, warranties, undertakings, representations or any other terms affecting the contract other than those that will be embodied in the contract and the purchaser shall not be entitled to rely upon any condition, warranty, undertaking or representation made by the vendor or the vendor's agents or any term except such as are made written conditions of the Contract and signed by the Vendor.

#### 2. MERGER

All terms and conditions whatsoever as set out in any Special Conditions and the General Conditions in the contract, which remain to be performed on the part of the purchaser or are capable of having effect on the part of the purchaser after the final settlement, shall remain in full force and effect notwithstanding the settlement and all those provisions shall not merge in the Transfer of Land instrument or registration. However, all terms and conditions whatsoever as set out in any Special Conditions and the General Conditions, to be performed on the part of the vendor and all other rights whatsoever and howsoever arising either in law or in equity that may have inured to the purchaser in law or in equity, shall cease to have any effect whatsoever and shall merge absolutely in the Transfer of Land instrument or registration.

Signature of Purchaser .....

NOTICE The vendor gives notice to the purchaser that in the event that the purchaser fails to complete the purchase of the property on the due date specified in the contract between the vendor and the purchaser ("the contract") for the payment of the residue as defined in the contract ("the due date") or any other date for the payment of the residue, which date shall be deemed to be the due date, as a result of the alteration of the due date as specified in the contract, the vendor will or may suffer the following reasonably foreseeable losses and expenses which the purchaser shall be required to pay to the vendor in addition to any interest payable in accordance with the terms of the contract.

- (a) All costs associated with obtaining bridging finance to complete the vendor's purchase of another property or business and interest charged on such bridging finance;
- (b) Interest payable by the vendor under any existing mortgage over the property sold, calculated from the due date;
- (c) Accommodation and additional storage and removal expenses necessarily incurred by the vendor;
- (d) Costs and expenses as between vendor's conveyancer and/or solicitor and the vendor.
- (e) Penalties, interest or charges payable by the vendor to any third party as a result of any delay in the completion of the vendor's purchase, whether they are in relation to the purchase of another property, business or any other transaction dependent on the funds from the sale of the property.
- (f) all commissions, fees and advertising expenses payable to the vendor's Real Estate Agent.

2021

## ATTACHMENTS CHECKLIST

Title Search
Copy Plan
Due Diligence Checklist
Property Report
Rates Notice - Unit 1-6
Water Information Certificate
Tenancy Agreement/Lease - Unit 1-6

#### Register Search Statement - Volume 11178 Folio 074

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REGISTER SEARCH STATEMENT (Title Search) Transfer of Land Act 1958

VOLUME 11178 FOLIO 074

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#### LAND DESCRIPTION

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Crown Allotment 14 Section 14 Township of Corryong Parish of Towong. PARENT TITLE Volume 03712 Folio 270 Created by instrument AG927600H 16/12/2009

REGISTERED PROPRIETOR

Estate Fee Simple Sole Proprietor

ROBIN PETER GEORGE OWEN of 24 B AY STREET TATHRA NSW 2550 AM572497U 19/02/2016

ENCUMBRANCES, CAVEATS AND NOTICES

\_\_\_\_\_

For details of any other encumbrances see the plan or imaged folio set out under DIAGRAM LOCATION below.

DIAGRAM LOCATION

SEE TP762378H FOR FURTHER DETAILS AND BOUNDARIES

ACTIVITY IN THE LAST 125 DAYS

\_\_\_\_\_\_

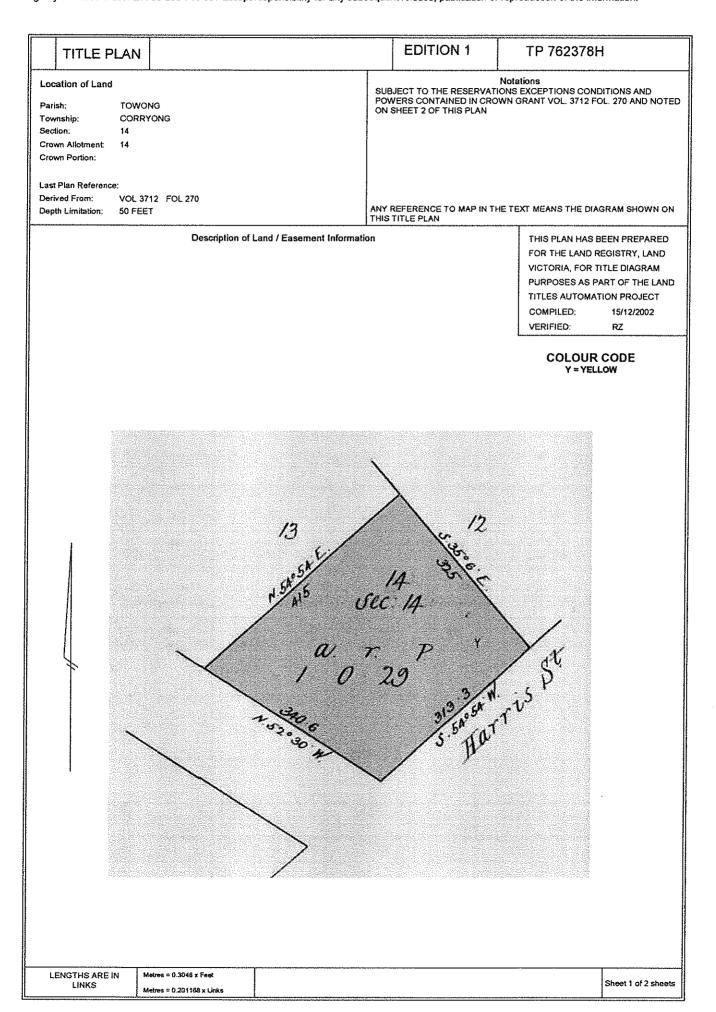
NIL

DOCUMENT END

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Delivered by LANDATA®, timestamp 22/04/2021 12:04 Page 1 of 2

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TITLE PLAN

TP 762378H

## LAND DESCRIPTION INCLUDING RESERVATIONS EXCEPTIONS CONDITIONS AND POWERS SHOWN ON THE CROWN GRANT

containing all and the managements and abuttals thereof in the map drawn in the margin of these presents and thereis coloured yellow. Provisin accordance that the grantee shall be entitled to sink wells for water and to the use and enjoyment of acc aging or springs of the said spot and eleverage of the said laud for any and for all purposes as though the hold the land without limitation as to depth Excerting reservices used to us our heirs shift successors all gold and elever and auriforous and argentiferous certain and shirest locate and deposits containing gold ellever copper to assume needs and sinceral ores in upon and under and within the boundaries of the land berefore and accordance and all their copper to action or the said successors and our and their forms and their forms are reserved to enter upon the said land and to esserth and mine therein for gold sliver copper to authority for as our heirs and all other metals and minerals and mineral ores and so esserth of and work dispose of and carry sway the gold silver copper to authorous cold metals minerals and mineral are and so esserth for and work dispose of and carry sway the gold silver copper to authorous cold metals minerals and mineral are mineral or and to esserth for and the entry greated and for the gold silver copper to authorous cold metals minerals and the mineral and mineral are and upon and ander the land hereby greated and for the purposes abstract the said spirits ered machinery and to earry on any works and do any other things which may be necessary or usual in mining and with all other incidents that are uccessary to be used for the gotting of the said gold silver copper tin aminonous cost and other metals and mineral are and mineral are

PROVIDED ALWAYS that the said land is and shall be subject to be resumed for mining purposes moder Section 180 of minerals or of a mining or mineral lease to enter therein and to mine for gold adver copper tin antimony coal and other metals and minerals are mining plant or machinery thereon in the same manner and mader the same conditions and other metals and mineral and mineral are and to occupy mining plant or machinery thereon in the same manner and mader the same conditions and previousnes as those on which the holder of a mineral right or of a mining or mineral lease had at the date of these presents the right to mine for gold and allser in and upon Crown lands. Provided that compensation shall be paid to the said DRANIEL

his being executors administrators assigns and transferees by such person for surface damage to be done to such lands by reason of mining thereon such compensation to be determined as provided for the time being by law for the case of land resumed for mining purposes and the payment thereof to be a condition precedent to such right of entry.

LENGTHS ARE IN LINKS

Metres = 0.3048 x Feet Metres = 0.201168 x Links

Sheet 2 of 2 sheets

## Due diligence checklist

## What you need to know before buying a residential property

Before you buy a home, you should be aware of a range of issues that may affect that property and impose restrictions or obligations on you, if you buy it. This checklist aims to help you identify whether any of these issues will affect you. The questions are a starting point only and you may need to seek professional advice to answer some of them. You can find links to organisations and web pages that can help you learn more, by visiting the <a href="Due diligence checklist page">Due diligence checklist page</a> on the Consumer Affairs Victoria website (consumer vic.gov.au/duediligencechecklist).

## **Urban living**

### Moving to the inner city?

High density areas are attractive for their entertainment and service areas, but these activities create increased traffic as well as noise and odours from businesses and people. Familiarising yourself with the character of the area will give you a balanced understanding of what to expect.

### Is the property subject to an owners corporation?

If the property is part of a subdivision with common property such as driveways or grounds, it may be subject to an owners corporation. You may be required to pay fees and follow rules that restrict what you can do on your property, such as a ban on pet ownership.

#### **Growth areas**

#### Are you moving to a growth area?

You should investigate whether you will be required to pay a growth areas infrastructure contribution.

### Flood and fire risk

## Does this property experience flooding or bushfire?

Properties are sometimes subject to the risk of fire and flooding due to their location. You should properly investigate these risks and consider their implications for land management, buildings and insurance premiums.

## Rural properties

#### Moving to the country?

If you are looking at property in a rural zone, consider:

- Is the surrounding land use compatible with your lifestyle expectations? Farming can create noise or odour that may
  be at odds with your expectations of a rural lifestyle.
- Are you considering removing native vegetation? There are regulations which affect your ability to remove native vegetation on private property.
- Do you understand your obligations to manage weeds and pest animals?

#### Can you build new dwellings?

Does the property adjoin crown land, have a water frontage, contain a disused government road, or are there any crown licences associated with the land?

#### Is there any earth resource activity such as mining in the area?

You may wish to find out more about exploration, mining and quarrying activity on or near the property and consider the issue of petroleum, geothermal and greenhouse gas sequestration permits, leases and licences, extractive industry authorisations and mineral licences.

## Soil and groundwater contamination

#### Has previous land use affected the soil or groundwater?

You should consider whether past activities, including the use of adjacent land, may have caused contamination at the site and whether this may prevent you from doing certain things to or on the land in the future.

(04/10/2016)



### Land boundaries

### Do you know the exact boundary of the property?

You should compare the measurements shown on the title document with actual fences and buildings on the property, to make sure the boundaries match. If you have concerns about this, you can speak to your lawyer or conveyancer, or commission a site survey to establish property boundaries.

## **Planning controls**

### Can you change how the property is used, or the buildings on it?

All land is subject to a planning scheme, run by the local council. How the property is zoned and any overlays that may apply, will determine how the land can be used. This may restrict such things as whether you can build on vacant land or how you can alter or develop the land and its buildings over time.

The local council can give you advice about the planning scheme, as well as details of any other restrictions that may apply, such as design guidelines or bushfire safety design. There may also be restrictions – known as encumbrances – on the property's title, which prevent you from developing the property. You can find out about encumbrances by looking at the section 32 statement.

### Are there any proposed or granted planning permits?

The local council can advise you if there are any proposed or issued planning permits for any properties close by. Significant developments in your area may change the local 'character' (predominant style of the area) and may increase noise or traffic near the property.

## Safety

### Is the building safe to live in?

Building laws are in place to ensure building safety. Professional building inspections can help you assess the property for electrical safety, possible illegal building work, adequate pool or spa fencing and the presence of asbestos, termites, or other potential hazards.

## **Building permits**

#### Have any buildings or retaining walls on the property been altered, or do you plan to alter them?

There are laws and regulations about how buildings and retaining walls are constructed, which you may wish to investigate to ensure any completed or proposed building work is approved. The local council may be able to give you information about any building permits issued for recent building works done to the property, and what you must do to plan new work. You can also commission a private building surveyor's assessment.

#### Are any recent building or renovation works covered by insurance?

Ask the vendor if there is any owner-builder insurance or builder's warranty to cover defects in the work done to the property.

#### Utilities and essential services

# Does the property have working connections for water, sewerage, electricity, gas, telephone and internet?

Unconnected services may not be available, or may incur a fee to connect. You may also need to choose from a range of suppliers for these services. This may be particularly important in rural areas where some services are not available.

### Buyers' rights

#### Do you know your rights when buying a property?

The contract of sale and section 32 statement contain important information about the property, so you should request to see these and read them thoroughly. Many people engage a lawyer or conveyancer to help them understand the contracts and ensure the sale goes through correctly. If you intend to hire a professional, you should consider speaking to them before you commit to the sale. There are also important rules about the way private sales and auctions are conducted. These may include a cooling-off period and specific rights associated with 'off the plan' sales. The important thing to remember is that, as the buyer, you have rights.



## Property Report from www.land.vic.gov.au on 22 April 2021 11:50 AM

Address: UNIT 1/154 HARRIS STREET CORRYONG 3707

Crown Description: Allot, 14 Sec. 14 TOWNSHIP OF CORRYONG

Standard Parcel Identifier (SPI): 14~14\PP5200

Local Government (Council): TOWONG Council Property Number: 115800

Directory Reference: VicRoads 644 B4

Note: There are 6 properties identified for this site.

These can include units (or car spaces), shops, or part or whole floors of a building.

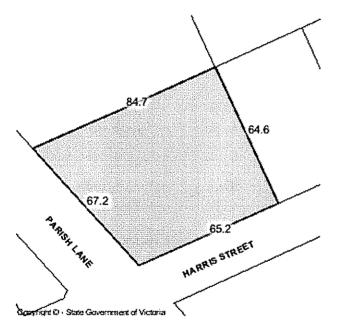
Dimensions for these individual properties are generally not available.

## This property is in a designated bushfire prone area. Special bushfire construction requirements apply. Planning provisions may apply.

Further information about the building control system and building in bushfire prone areas can be found in the Building Commission section of the Victorian Building Authority website <a href="www.vba.vic.gov.au">www.vba.vic.gov.au</a>

#### Site Dimensions

All dimensions and areas are approximate. They may not agree with the values shown on a title or plan.



Area: 4822 sq. m Perimeter: 282 m

For this property:

Site boundaries

Road frontages

Dimensions for individual parcels require a separate search, but dimensions for individual units are generally not available.

For more accurate dimensions get copy of plan at Title and Property Certificates

#### **State Electorates**

Legislative Council: NORTHERN VICTORIA

Legislative Assembly: BENAMBRA

#### **Utilities**

Rural Water Corporation: Goulburn-Murray Water Urban Water Corporation: North East Water Melbourne Water: outside drainage boundary

Power Distributor: AUSNET (Information about choosing an electricity retailer)

Planning information continued on next page

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## **Planning Zone Summary**

Planning Zone: GENERAL RESIDENTIAL ZONE (GRZ)

**GENERAL RESIDENTIAL ZONE - SCHEDULE 1 (GRZ1)** 

Planning Overlay: None

Areas of Aboriginal Cultural Heritage Sensitivity:

All or part of this property is an 'area of cultural heritage sensitivity'.

Planning scheme data last updated on 14 April 2021.

A planning scheme sets out policies and requirements for the use, development and protection of land. This report provides information about the zone and overlay provisions that apply to the selected land. Information about the State and local policy, particular, general and operational provisions of the local planning scheme that may affect the use of this land can be obtained by contacting the local council or by visiting <u>Planning Schemes Online</u>

This report is NOT a **Planning Certificate** issued pursuant to Section 199 of the *Planning and Environment Act 1987.* It does not include information about exhibited planning scheme amendments, or zonings that may abut the land. To obtain a Planning Certificate go to <u>Titles and Property Certificates</u>

The Planning Property Report includes separate maps of zones and overlays

For details of surrounding properties, use this service to get the Reports for properties of interest

To view planning zones, overlay and heritage information in an interactive format visit Planning Maps Online

For other information about planning in Victoria visit www.planning.vic.gov.au

#### Areas of Aboriginal Cultural Heritage Sensitivity

'Areas of cultural heritage sensitivity' are defined under the Aboriginal Heritage Regulations 2018, and include registered Aboriginal cultural heritage places and land form types that are generally regarded as more likely to contain Aboriginal cultural heritage.

Under the Aboriginal Heritage Regulations 2018, 'areas of cultural heritage sensitivity' are one part of a two part trigger which require a 'cultural heritage management plan' be prepared where a listed 'high impact activity' is proposed.

If a significant land use change is proposed (for example, a subdivision into 3 or more lots), a cultural heritage management plan may be triggered. One or two dwellings, works ancillary to a dwelling, services to a dwelling, alteration of buildings and minor works are examples of works exempt from this requirement.

Under the Aboriginal Heritage Act 2006, where a cultural heritage management plan is required, planning permits, licences and work authorities cannot be issued unless the cultural heritage management plan has been approved for the activity.

For further information about whether a Cultural Heritage Management Plan is required go to <a href="http://www.aav.nrms.net.au/aavQuestion1.aspx">http://www.aav.nrms.net.au/aavQuestion1.aspx</a>

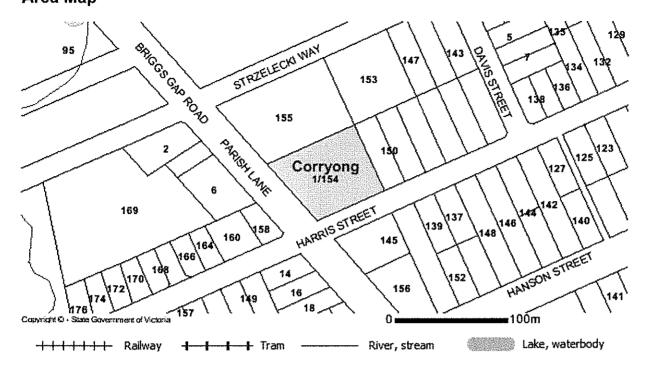
More information, including links to both the Aboriginal Heritage Act 2006 and the Aboriginal Heritage Regulations 2018, can also be found here - <a href="https://www.vic.gov.au/aboriginalvictoria/heritage/planning-and-heritage-management-processes.html">https://www.vic.gov.au/aboriginalvictoria/heritage/planning-and-heritage-management-processes.html</a>

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## Area Map



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From www.planning.vic.gov.au on 22 April 2021 TI:50 AM

PROPERTY DETAILS

**UNIT 1/154 HARRIS STREET CORRYONG 3707** Address: Crown Description: Allot, 14 Sec. 14 TOWNSHIP OF CORRYONG

Standard Parcel Identifier (SPI): 14-14\PP5200

Local Government Area (Council): TOWONG www.towong.vic.gov.au

Council Property Number: 115800

planning-schemes.delwp.vic.gov.au/schemes/towong Planning Scheme: Towong

Directory Reference: VicRoads 644 B4

UTILITIES

**Rural Water Corporation: Goulburn-Murray Water** 

Urban Water Corporation: North East Water

Melbourne Water: outside drainage boundary

Power Distributor: **AUSNET** 

#### STATE ELECTORATES

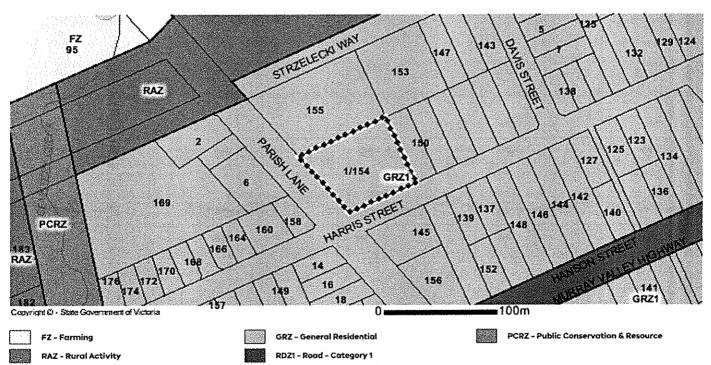
**NORTHERN VICTORIA** Legislative Council:

Legislative Assembly: BENAMBRA

#### **Planning Zones**

**GENERAL RESIDENTIAL ZONE (GRZ)** 

GENERAL RESIDENTIAL ZONE - SCHEDULE 1 (GRZ1)



Note: labels for zones may appear outside the actual zone - please compare the labels with the legend.

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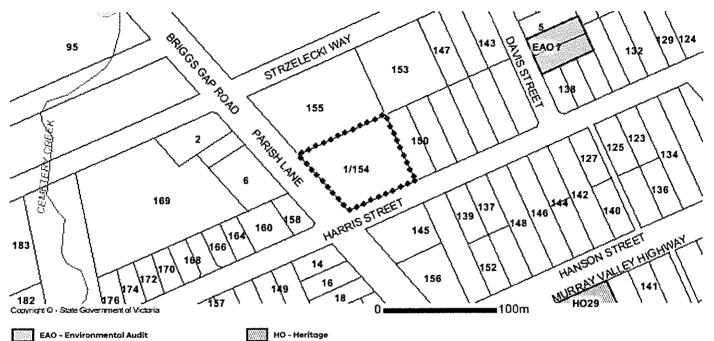
Notwithstanding this disclaimer, a vendor may rely on the information in this report for the purpose of a statement that land is in a bushfire prone area as required by section 32C (b) of the Sale of Land 1962 (Vic).



### **Planning Overlay**

None affecting this land - there are overlays in the vicinity ENVIRONMENTAL AUDIT OVERLAY (EAO)

HERITAGE OVERLAY (HO)



Note: due to overlaps, some overlaps may not be visible, and some colours may not match those in the legend.

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Notwithstanding this disclaimer, a vendor may rely on the information in this report for the purpose of a statement that land is in a bushfire prone area as required by section 32C (b) of the Sale of Land 1962 (Vic).



#### Areas of Aboriginal Cultural Heritage Sensitivity

All or part of this property is an 'area of cultural heritage sensitivity'.

'Areas of cultural heritage sensitivity' are defined under the Aboriginal Heritage Regulations 2018, and include registered Aboriginal cultural heritage places and land form types that are generally regarded as more likely to contain Aboriginal cultural heritage.

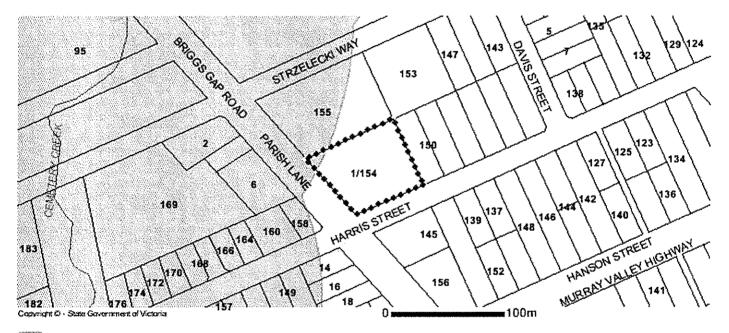
Under the Aboriginal Heritage Regulations 2018, 'areas of cultural heritage sensitivity' are one part of a two part trigger which require a 'cultural heritage management plan' be prepared where a listed 'high impact activity' is proposed.

If a significant land use change is proposed (for example, a subdivision into 3 or more lots), a cultural heritage management plan may be triggered. One or two dwellings, works ancillary to a dwelling, services to a dwelling, alteration of buildings and minor works are examples of works exempt from this requirement.

Under the Aboriginal Heritage Act 2006, where a cultural heritage management plan is required, planning permits, licences and work authorities cannot be issued unless the cultural heritage management plan has been approved for the activity.

For further information about whether a Cultural Heritage Management Plan is required go to http://www.aav.nrms.net.au/aavQuestion1.aspx

More information, including links to both the Aboriginal Heritage Act 2006 and the Aboriginal Heritage Regulations 2018, can also be found here - https://www.vic.gov.au/aboriginalvictoria/heritage/planning-and-heritage-management-processes.html



Aboriginal Heritage

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### **Further Planning Information**

Planning scheme data last updated on 14 April 2021.

A planning scheme sets out policies and requirements for the use, development and protection of land. This report provides information about the zone and overlay provisions that apply to the selected land. Information about the State and local policy, particular, general and operational provisions of the local planning scheme that may affect the use of this land can be obtained by contacting the local council or by visiting https://www.planning.vic.gov.au

This report is NOT a Planning Certificate issued pursuant to Section 199 of the Planning and Environment Act 1987. It does not include information about exhibited planning scheme amendments, or zonings that may abut the land. To obtain a Planning Certificate go to Titles and Property Certificates at Landata - https://www.landata.vic.gov.au

For details of surrounding properties, use this service to get the Reports for properties of interest.

To view planning zones, overlay and heritage information in an interactive format visit http://mapshare.maps.vic.gov.au/vicplan For other information about planning in Victoria visit https://www.planning.vic.gov.au

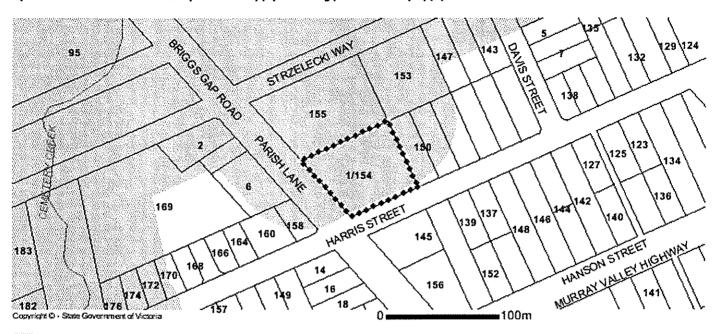
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## **Designated Bushfire Prone Area**

This property is in a designated bushfire prone area. Special bushfire construction requirements apply. Planning provisions may apply.



Designated Bushfire Prone Area

Designated bushfire prone areas as determined by the Minister for Planning are in effect from 8 September 2011 and amended from time to time.

The Building Regulations 2018 through application of the Building Code of Australia, apply bushfire protection standards for building works in designated bushfire prone areas.

Designated bushfire prone areas maps can be viewed on VicPlan at <a href="http://mapshare.maps.vic.gov.au/vicplan">http://mapshare.maps.vic.gov.au/vicplan</a> or at the relevant local council.

Note: prior to 8 September 2011, the whole of Victoria was designated as bushfire prone area for the purposes of the building control system.

Further information about the building control system and building in bushfire prone areas can be found on the Victorian Building Authority website www.vba.vic.gov.au

Copies of the Building Act and Building Regulations are available from www.legislation.vic.gov.au

For Planning Scheme Provisions in bushfire areas visit https://www.planning.vic.gov.au



Issued on 22 April 2021 ABN 45 718 604 860

**Enquiries?** 



02 6071 5100 or 1300 365 222



rates@towong.vic.gov.au www.towong.vic.gov.au

**Property Number** 115800

Outstanding Balance \$0.00

152192/XT/00000154

PO Box 7006 Tathra NSW 2550

Robin & Veronica Owen Superannuation Fund

This Instalment \$274.00

Amount Payable \$274.00 Due 31 May 2021

## Your account

Fourth Instalment due 31 May 2021

\$274.00 \$274.00

## Your property

Address:

Unit 1/154 Harris Street Corryong

Area: 0.48 hectares

Description:

CA PT 14 SEC 14 TSH Corryong PSH Towong

Payments received after 16 April 2021 may not be reflected on this notice.

#### Pension Rebate

A person holding a current Pension Concession Card may be entitled to a rebate from the Victorian State Government towards their Council rates and the Fire Services Property Levy. For more information about the Pension Rebate or to apply please contact Council.

## How to pay



Biller Code: 21485

Ref: 2949

BPAY" this payment via Internet or phone banking. BPAY View" - View and pay this bill using internet banking BPAY View Registration No.: 2949

Biller code: 0883 Ref: 2949

Visit www.postbillpay.com.au or phone 131 816 to pay with your Visa or Mastercard or pay in person at any Post Office with eftpos, Visa, MasterCard, cash or cheque.



Council office: Pay with eftpos, Visa, MasterCard, cash or cheque at:

- 33-37 Towong Street, Tallangatta
- · 76 Hanson Street, Corryong



Mail: Detach and return this section with a cheque to:

PO Box 55 Tallangatta VIC 3700



\*883 2949

To receive your rates notice by email, simply go to http://www.towong.vic.gov.au/register-email-rates-notices

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Issued on 22 April 2021 ABN 45 718 604 860

**Enquiries?** 



02 6071 5100 or 1300 365 222



rates@towong.vic.gov.au www.towong.vic.gov.au

**Property Number** 115850

**Outstanding Balance** \$0.00

152192/XT/00000155

PO Box 7006 Tathra NSW 2550

Robin & Veronica Owen Superannuation Fund

This Instalment \$274.00

Amount Payable \$274.00 Due 31 May 2021

### Your account

Fourth Instalment due 31 May 2021

\$274.00 \$274.00

## Your property

Address:

Unit 2/154 Harris Street Corryong

Area:

0.48 hectares

Description:

CA PT 14 SEC 14 TSH Corryong PSH Towong

Payments received after 16 April 2021 may not be reflected on this notice.

#### Pension Rebate

A person holding a current Pension Concession Card may be entitled to a rebate from the Victorian State Government towards their Council rates and the Fire Services Property Levy. For more information about the Pension Rebate or to apply please contact Council.

## How to pay



Biller Code: 21485 Ref: 2956

BPAY this payment via Internet or phone banking BPAY View" - View and pay this bill using internet banking. BPAY View Registration No.: 2956

Biller code: 0883 Ref: 2956

Visit www.postbilipay.com.au or phone 131 816 to pay with your Visa or Mastercard or pay in person at any Post Office with eftpos, Visa, MasterCard, cash or cheque.



\*883 2956



Council office: Pay with eftpos, Visa, MasterCard, cash or cheque at:

- · 33-37 Towong Street, Tallangatta
- · 76 Hanson Street, Corryong



Mail: Detach and return this section with a cheque to:

PO Box 55 Tallangatta VIC 3700

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Issued on 22 April 2021 ABN 45 718 604 860

**Enquiries?** 



02 6071 5100 or 1300 365 222



rates@towong.vic.gov.au www.towong.vic.gov.au

Property Number 115900

152192/XT/00000156 Robin & Veronica Owen Superannuation Fund PO Box 7006 Tathra NSW 2550

Outstanding Balance \$0.00

This Instalment \$258.00

Amount Pavable \$258.00 Due 31 May 2021

Your account

Fourth Instalment due 31 May 2021

\$258.00 \$258.00 Your property

Address: Area:

Unit 3/154 Harris Street Corryong

0.48 hectares

Description:

CA PT 14 SEC 14 TSH Corryong PSH Towong

Payments received after 16 April 2021 may not be reflected on this notice.

#### Pension Rebate

A person holding a current Pension Concession Card may be entitled to a rebate from the Victorian State Government towards their Council rates and the Fire Services Property Levy. For more information about the Pension Rebate or to apply please contact Council.

## How to pay



Biller Code: 21485

Ref: 2964

BPAY this payment via Internet or phone banking. BPAY View\* - View and pay this bill using internet banking. BPAY View Registration No.: 2964

Biller code: 0883 Ref: 2964

Visit www.postbillpay.com.au or phone 131 816 to pay with your Visa or Mastercard or pay in person at any Post Office with eftpos, Visa, MasterCard, cash or cheque.



\*883 2964



Council office: Pay with eftpos, Visa, MasterCard, cash or cheque at:

- 33-37 Towong Street, Tallangatta
- · 76 Hanson Street, Corryong



Mail: Detach and return this section with a cheque to:

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Issued on 22 April 2021 ABN 45 718 604 860

Enquiries?



02 6071 5100 or 1300 365 222



rates@towong.vic.gov.au www.towong.vic.gov.au

Property Number 115950

Prope

Outstanding Balance \$0.00

152192/XT/00000157

PO Box 7006 Tathra NSW 2550



Robin & Veronica Owen Superannuation Fund

This Instalment \$258.00

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Amount Payable \$258.00 Due 31 May 2021

## Your account

Fourth Instalment due 31 May 2021

\$258.00 **\$258.00** 

## Your property

Address: Area: Unit 4/154 Harris Street Corryong

0.48 hectares

Description:

CA PT 14 SEC 14 TSH Corryong PSH Towong

Payments received after 16 April 2021 may not be reflected on this notice.

#### Pension Rebate

A person holding a current Pension Concession Card may be entitled to a rebate from the Victorian State Government towards their Council rates and the Fire Services Property Levy. For more information about the Pension Rebate or to apply please contact Council.

## How to pay



Biller Code: 21485

Ref: 2972

BPAY this payment via Internet or phone banking.

BPAY View — View and pay this bill using internet banking.

BPAY View Registration No.: 2972

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Biller code: 0883 Ref. 2972

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\*883 2972



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- · 33-37 Towong Street, Tallangatta
- 76 Hanson Street, Corryong



**Mail:** Detach and return this section with a cheque to:

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5000157\*



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**Enquiries?** 



02 6071 5100 or 1300 365 222



rates@towong.vic.gov.au www.towong.vic.gov.au

Property Number 116000

**Outstanding Balance** \$0.00

152192/XT/00000158

PO Box 7006 Tathra NSW 2550

Robin & Veronica Owen Superannuation Fund

This Instalment \$274.00

Amount Payable \$274.00 Due 31 May 2021

## Your account

Fourth Instalment due 31 May 2021

\$274.00 \$274.00

## Your property

Address: Area:

Unit 5/154 Harris Street Corryong

0.48 hectares

Description:

CA PT 14 SEC 14 TSH Corryong PSH Towong

Payments received after 16 April 2021 may not be reflected on this notice.

#### Pension Rebate

A person holding a current Pension Concession Card may be entitled to a rebate from the Victorian State Government towards their Council rates and the Fire Services Property Levy. For more information about the Pension Rebate or to apply please contact Council.

## How to pay



Biller Code: 21485 Ref: 2980

SPAY this payment via Internet or phone banking. BPAY View" -- View and pay this bill using internet banking. BPAY View Registration No.: 2980

Biller code: 0883 Ref: 2980

Visit www.postbillpay.com.au or phone 131 816 to pay with your Visa or Mastercard or pay in person at any Post Office with eftpos, Visa, MasterCard, cash or cheque.





Council office: Pay with eftpos, Visa, MasterCard, cash or cheque at:

- · 33-37 Towong Street, Tallangatta
- 76 Hanson Street, Corryong



Mail: Detach and return this section with a cheque to:

PO Box 55 Tallangatta VIC 3700

\*883 2980

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Issued on 22 April 2021 ABN 45 718 604 860

Enquiries?



02 6071 5100 or 1300 365 222



rates@towong.vic.gov.au www.towong.vic.gov.au

Property Number 116050

Outstanding Balance \$0.00

152192/XT/00000159

PO Box 7006 Tathra NSW 2550

+

Robin & Veronica Owen Superannuation Fund

This Instalment \$274.00

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Amount Payable **\$274.00** Due 31 May 2021

## Your account

Fourth Instalment due 31 May 2021

\$274.00 **\$274.00** 

## Your property

Address: Area: Unit 6/154 Harris Street Corryong

0.48 hectares

Description:

CA PT 14 SEC 14 TSH Corryong PSH Towong

Payments received after 16 April 2021 may not be reflected on this notice.

### Pension Rebate

A person holding a current Pension Concession Card may be entitled to a rebate from the Victorian State Government towards their Council rates and the Fire Services Property Levy. For more information about the Pension Rebate or to apply please contact Council.

## How to pay



Biller Code: 21485 Ref: 2998

BPAY this payment via Internet or phone banking.

BPAY View — View and pay this bill using internet banking.

BPAY View Registration No.: 2998

D POST bilipay

Biller code: 0883 Ref: 2998

Visit www.postbillpay.com.au or phone 131 816 to pay with your Visa or Mastercard or pay in person at any Post Office with eftpos, Visa, MasterCard, cash or cheque.



Council office: Pay with eftpos, Visa, MasterCard, cash or cheque at:

- 33-37 Towong Street, Tallangatta
- 76 Hanson Street, Corryong



**Mail:** Detach and return this section with a cheque to:

PO Box 55 Tallangatta VIC 3700



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\*\$000159\*

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152192/XT/00000158

To receive your rates notice by email, simply go to <a href="http://www.towong.vic.gov.au/register-email-rates-notices">http://www.towong.vic.gov.au/register-email-rates-notices</a>



#### **North East Water Information Statement**

Tariffs and Charges due or paid up to the Quarter Ending 26/04/2021

Certificate Number 160064
Consumer Number 12218-043-13

Date 26/04/2021

Your Reference OWEN

Name SARGEANTS CONVEYANCING WODONGA

Address PO BOX 916, WODONGA VIC 3689

Property Location 1-6/154 HARRIS STREET, CORRYONG VIC 3707

Lot No. PTCA14 S14

Owner/Vendor R P G & V A OWEN

Purchaser Name UNKNOWN

#### Statement of Charges for the Period Ending - 26/04/2021

concentration divising to its interest and its interest a	
Arrears	\$0.00
Charges	
Water Usage Corryong 94 kls @ 235.58 c/kl	\$221.45
Water Service Charge 20mm Corryong 61 days @ 68.09c x 2	\$83.07
Sewerage Service Charge Corryong 61 days @ 91.73c x 1	\$55.96
Miscellaneous Charges	
Trade Waste	
Private Scheme (incl. Interest to statement date)	\$0.00
Other	
TOTAL OUTSTANDING	\$360.48

#### **Encumbrance Clauses**

- a sewer main traverses the property. Consent is required for any structure or filling within onemetre of a North East
- I A sewer access point is on the property. No structure or filling is permitted within one metre of a North East Water access point.:

#### Other Information (Section 158(4) Water Act 1989):

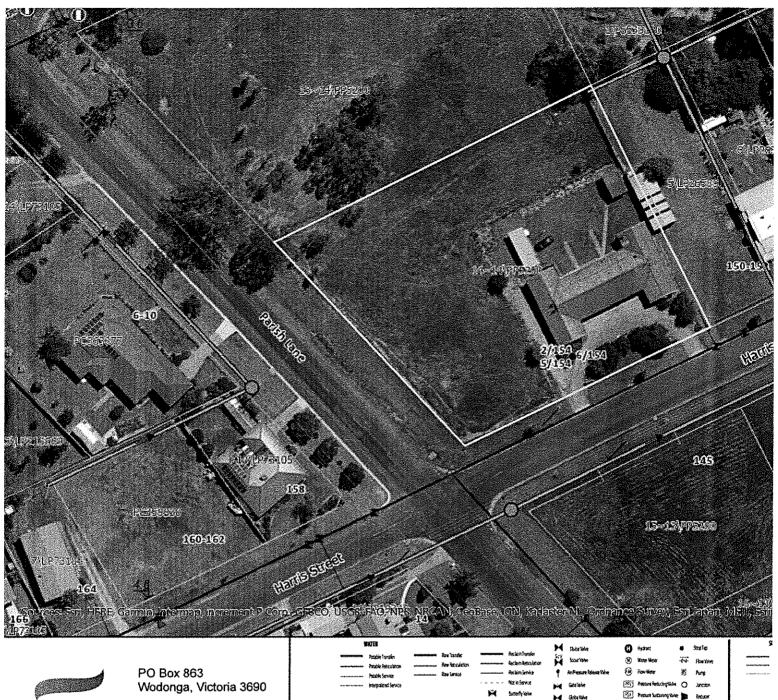
- I Water is available. There is a water main available to which this property can connect.:
- I Serviced with water. A service pipe has been installed for this property.:
- 1 Connected to water .:
- 1 The calculated charges are for all units/shops as there is currently two meters servicing the property. :
- I Sewerage is available. There is a sewer main available to which this property can connect.:
- I Serviced with sewerage. A connection point has been installed for this property.:
- I Connected to the sewerage system .:
- I A backflow and/or trade waste device may be required if the usage of this site changes.:
- 1 Assessed by: DS:

#### **HOW TO PAY**

The corresponding BPAY reference numbers for this property are listed below:

Biller Code: 3004

BPAY Ref No: 12218043136





Wodonga, Victoria 3690

83 Thomas Mitchell Drive Wodonga, Victoria 3690

Telephone: 1300 361 622

Issue Date: 23/04/2021

Scale: 1:1,128



DISCLAIMER
No guarantee is given to the accuracy and lo regarding locations can be obtained on site b Water accepts no liability for any loss, damaç

# RESIDENTIAL TENANCY AGREEMENT

Residential Tenancies Act 1997 (Section 26(1))

Residential Tenancies Regulations 2019 (Regulation 8(1))

(Note: Where there is insufficient space in any Item place details in an Annexure and refer to the Annexure in the Item)

## IMPORTANT NOTES ABOUT THIS AGREEMENT

- As this is a binding Agreement between the parties the Tenant is entitled to have time to read this Agreement and to obtain appropriate advice if necessary. (For advice, contact Consumer Affairs on 1300 55 81 81 prior to signing this Agreement).
- The Landlord is required to give the Tenant a completed signed copy of this Agreement within 14 days of signing for the Tenant to
- All attachments accompanying this Agreement must be signed and dated as acknowledgement they have been read and agreed to
- At the start of the tenancy the Landlord or the Landlord's Agent must give the Tenant a copy of the Renting a Home: A Guide for Tenants booklet as published by the Consumer Affairs Victoria.

Chandan Kulkarni	<ol> <li>Both parties should retain a signed copy of this Agreement for your records and fu</li> </ol>	ture reference.
BETWEEN  LANDLORD AND LANDLORD'S AGENT (Provide an ACN if applicable)  LANDLORD AND LANDLORD'S AGENT (Provide an ACN if applicable)  ACN:  Landlord: Rob Owen  Address:  Email:  WHOSE AGENT IS (if applicable)  Agent:  Costello Rural Pty Ltd T/as Costello Rural  Address:  64 Hanson Street, Corryong, VIC, 3707  ABN: 22 634 293 002  Address:  64 Hanson Street, Corryong, VIC, 3707  ABN: 22 634 293 002  ARD  TENANT (Provide an ACN if applicable)  Name/s:  Chandan Kulkarni  Address:  Unit 1, 154 Harris Street, Corryong VIC 3707  Phones/s:  O490 144 639  1. PREMISES  The landlord lats the Premises known as:  Unit 1, 154 Harris Street, Corryong VIC 3707  together with those items indicated in the schedule (strike out if not applicable).  2. RENT  The rent amount is: \$250.00  The date the first rent payment is due:  (Insert the date of Payment: Costello Rural Pty Ltd Vic Trust t/a Costello Rural Bendigo Bank 6SB: 633000 Account: 167671544.  3. BOND  The Tenant must pay a bond of \$543.00  The Landlord/Agent on 18 (03 / 2021)  In a ccordance with the Residential Tenancies Act 1997, the landlord must lodge the bond with the Residential Tenancies Bond Authority within 10 business days after receiving the bond.  If there is more than one Tenant and they do not contribute equally to the total bond, the amounts they each contribute are liste here:  Tenant's Name  Bond Amount  S543.0		
BETWEEN  LANDLORD AND LANDLORD'S AGENT (Provide an ACN if applicable)  Landlord: Rob Owen  ACN: ABN: Address: Email: WHOSE AGENT IS (if applicable) Agent Costello Rural Pty Ltd T/as Costello Rural Address: 64 Hanson Street, Corryong, ViC, 3707  Email: rentals@costellorural.com.au  AND TENANT (Provide an ACN if applicable) Name/s: Chandan Kulkarni  Address: Unit 1, 154 Harris Street, Corryong VIC 3707  Phones:  The landlord lets the Premises known as: Unit 1, 154 Harris Street, Corryong VIC 3707  The landlord lets the Premises known as: Unit 1, 154 Harris Street, Corryong VIC 3707  The rent amount is: \$250.00  The date the first rent payment is due: 18 / (30 / 2021  The rent amount is: \$250.00  The date the first rent payment is due: 18 / (30 / 2021  The renat must pay a bond of \$543.00  The Landlord/Agent on 18 / (03 / 2021  The Tenant must pay a bond of \$543.00  The Tenant must pay a bond of \$543.00  Authority within 10 business days after receiving the bond. If there is more than one Tenant and they do not contribute equally to the total bond, the amounts they each contribute are liste here:  Tenant's Name  Chandan Kulkarni  ACN: ACN: ACN: ACN:  18 / (30 / 2021)  18 / (30 / 2021)  18 / (30 / 2021)  19 / (30 / 2021)  10 / (30 / 2021)  11 / (30 / 2021)  11 / (30 / 2021)  12 / (30 / 2021)  13 / (30 / 2021)  14 / (30 / 2021)  15 / (30 / 2021)  16 / (30 / 2021)  17 / (30 / 2021)  18 / (30 / 2021)  18 / (30 / 2021)  19 / (30 / 2021)  10 / (30 / 2021)  11 / (30 / 2021)  11 / (30 / 2021)  12 / (30 / 2021)  13 / (30 / 2021)  14 / (30 / 2021)  15 / (30 / 2021)  16 / (30 / 2021)  17 / (30 / 2021)  18 / (30 / 2021)  18 / (30 / 2021)  19 / (30 / 2021)  20 / (30 / 2021)	Inis Agreement is made on the	·
Landlord: Rob Owen Address: Phone:  WHOSE AGENT IS (if applicable) Agent: Costello Rural Pty Ltd T/as Costello Rural Address: S4 Hanson Street, Corryong, VIC, 3707 ARN: 22 634 293 002 AR	at: 64 Hanson Street, Corryong VIC 3707	
Landlord: Rob Owen Address: Phone:  Email: Phone:  WHOSE AGENT IS (if applicable) Agent: Costello Rural Pty Ltd T/as Costello Rural Address: B4 Hanson Street, Corryong, VIC, 3707 Address: B4 Hanson Street, Corryong, VIC, 3707 ABN: 22 634 293 002 Address: B4 Hanson Street, Corryong, VIC, 3707 ABN: 22 634 293 002 Address: Centals@costellorural.com.au AND  TENANT (Provide an ACN if applicable) Name/s: Chandan Kulkarni  Address: Unit 1, 154 Harris Street, Corryong VIC 3707 Phone/s: 0490 144 639 ACN:  The landlord lets the Premises known as: Unit 1, 154 Harris Street, Corryong VIC 3707 Together with those items indicated in the schedule (strike out if not applicable).  2. RENT The rent amount is: \$250.00 The date the first rent payment is due: Pay Period: Weekly / Fortnightly / Monthly (insert the date of each month when the rent is due) Place of Payment: Costello Rural Pty Ltd Vic Trust Va Costello Rural Bendingo Bank BSB: 633000 Account: 167671544  3. BOND The Tenant must pay a bond of \$543.00 The Landlord/Agent on 18 / 03 / 2021 In accordance with the Residential Tenancies Act 1997, the landlord must lodge the bond with the Residential Tenancies Bond Authority within 10 business days after receiving the bond. If there is more than one Tenant and they do not contribute equally to the total bond, the amounts they each contribute are liste there:  Tenant's Name Bond Amount S543.0	BETWEEN	
Address: Phone:  Email:  WHOSE AGENT IS (if applicable) Agent: Costello Rural Pty Ltd T/as Costello Rural Address: 64 Hanson Street, Corryong, VIC, 3707 ABN: 22 634 293 002 Address: 64 Hanson Street, Corryong, VIC, 3707 ABN: 22 634 293 002 AND  TENANT (Provide an ACN if applicable) Name/s: Chandan Kulkarni  Address: Unit 1, 154 Harris Street, Corryong VIC 3707 Phones: 0490 144 639 1. PREMISES The landlord lets the Premises known as: Unit 1, 154 Harris Street, Corryong VIC 3707 together with those items indicated in the schedule (strike out if not applicable).  2. RENT The rent amount is: \$250.00 The date the first rent payment is due: Pay Period: Weekty / Forthighty / Monthly (insert the date of each month when the rent is due) Place of Payment: Costello Rural Pty Ltd Vic Trust Va Costello Rural Bendigo Bank BSB: 633000 Account: 167871544  3. BOND  The Tenant must pay a bond of \$543.00 to the Landlord/Agent on 18 / 03 / 2021 In accordance with the Residential Tenancies Act 1997, the landlord must ledge the bond with the Residential Tenancies Bond Authority within 10 business days after receiving the bond. If there is more than one Tenant and they do not contribute equally to the total bond, the amounts they each contribute are liste here:  Tenant's Name  Chandan Kulkarni  Email:  ACN: 634 293 002 ACN: 634 293 002 ACN:  ACN:  BOND  ACN:  BOND  18 / 03 / 2021 ACN:  19 / 04 / 04 / 04 / 04 / 04 / 04 / 04 / 0	LANDLORD AND LANDLORD'S AGENT (Provide an ACN if applicable)	ACN:
Address: Phone:  Email: Phone:  WHOSE AGENT IS (if applicable)  Agent: Costello Rural Pty Ltd T/as Costello Rural  Address: 64 Hanson Street, Corryong, VIC, 3707  Email: rentals@costellorural.com.au  AND  TENANT (Provide an ACN if applicable)  Name/s: Chandan Kulkarni  Address: Unit 1, 154 Harris Street, Corryong VIC 3707  Phone: 0490 144 639  1. PREMISES  The landlord lets the Premises known as: Unit 1, 154 Harris Street, Corryong VIC 3707  together with those items indicated in the schedule (strike out if not applicable).  2. RENT  The rent amount is: \$250.00  The date the first rent payment is due: 18 / 03 / 2021  Pay Period: Weekly / Fortnightly / Monthly (insert the date of each month when the rent is due)  Place of Payment: Costello Rural Pty Ltd Vic Trust t/a Costello Rural Bendigo Bank BSB: 633000 Account: 187871544  3. BOND  The Tenant must pay a bond of \$543.00 to the Landlord/Agent on 18 / 03 / 2021  In accordance with the Residential Tenancies Act 1997, the landlord must lodge the bond with the Residential Tenancies Bon Authority within 10 business days after receiving the bond.  If there is more than one Tenant and they do not contribute equally to the total bond, the amounts they each contribute are liste there:  Tenant's Name  Bond Amount  S543.0		ABN:
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Address: 64 Hanson Street, Corryong, VIC, 3707  Email: rentals@costellorural.com.au  Phone: (02) 6076 2054  AND  TENANT (Provide an ACN if applicable)  Name/s: Chandan Kulkarni  Address: Unit 1, 154 Harris Street, Corryong VIC 3707  Phone/s: 0490 144 639  1. PREMISES  The landlord lets the Premises known as: Unit 1, 154 Harris Street, Corryong VIC 3707  together with those items indicated in the schedule (strike out if not applicable).  2. RENT  The rent amount is: \$250.00  The date the first rent payment is due: 18 / 03 / 2021  Pay Period: Weekly / Fortnightly / Monthily (insert the date of each month when the rent is due)  Place of Payment: Costello Rural Pty Ltd Vic Trust t/a Costello Rural Bendigo Bank BSB: 633000 Account: 167671544  3. BOND  The Tenant must pay a bond of \$543.00 to the Landlord/Agent on 18 / 03 / 2021  In accordance with the Residential Tenancies Act 1997, the landlord must lodge the bond with the Residential Tenancies Bond Authority within 10 business days after receiving the bond.  If there is more than one Tenant and they do not contribute equally to the total bond, the amounts they each contribute are liste here:  Tenant's Name  Bond Amount  \$543.0	WHOSE AGENT IS (if applicable)	ACN: 634 293 002
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Chandan Kulkarni \$543.0		Bond Amount
	<b>5</b> - •	\$543.00
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Management of the contract of		
If the Tenant does not receive a bond receipt from the Residential Tenancies Bond Authority within 15 business days of paying	If the Tenant does not receive a bond receipt from the Residential Tenancie	s Bond Authority within 15 business days of paying a
bond, the Tenant should contact the Residential Tenancies Bond Adminity (1997)	bond, the Tenant should contact the Residential Tenancies Bond Authority (13)	00 13 7 104).

14.	SMOKE ALARMS	
14.1	The Tenant agrees:	
	(1) not to remove or interfere with the operation of	any smoke alarm installed on the residential Premises except with reasonable
		moke alarm installed on the residential Premises is not functioning properly.
15.	PAYMENT OF COUNCIL RATES, LAND TAX, WATE	
15.1	1 In accordance with Section 52 of the Residential T	enancies Act 1997, the Tenant is liable for payment of:
	(1) where the Premises are separately metered:	
	of the initial connection of such services to	of electricity, gas, or oil. This excludes installation costs and charges in respect the Premises and the charges for the supply or hire of gas bottles.
	(b) the cost of all water supplied where it is ba	sed solely on the amount of water supplied.
	amount of water supplied.	amount of water supplied if the cost of water supplied is only partly based on the
	(d) all sewerage disposal charges imposed in	respect of the Premises during the Tenancy Agreement.
	Act 1989.	Owner must notify the Authority in accordance with Section 273A(c) of the Water
	(2) all charges in respect of the use of bottled gas	at the Premises during the term of this Agreement.
15.2	2 The Landlord is responsible for the following charge	s where the supply is not separately metered:
	(1) electricity	
	(2) non bottled gas	
	(3) oil (4) water supply service and water supplied	
	(5) sewerage disposal charges.	
15.3	The Tenant must pay any expenses in relation fees.	to the Tenant changing utility suppliers including disconnection and reconnection
	(A) Chauld the Landlard Tonant or persons on th	e Premises with the permission or authority of either the Landlord or the Tenant
	damage or disconnect a utility servicing the Police disconnection and paying all associated costs.	remises, the party who is at fault will be responsible for rectifying the damage or
16.	ALTERATIONS AND ADDITIONS TO THE PREM	SES
16.1	1 The Tenant agrees:	
	(1) not to install any fixture or renovate, after or ad	d to the Premises without the Landlord's written permission, and
	(2) not to remove, without the Landlord's written po	ermission, any fixture attached by the Tenant, and
	Landlord with a copy of the key or access code	rity device without the Landlord's agreement, and in such case to provide the is, and
	(4) to notify the Landlord of any damage caused b	y removing any fixture attached by the Tenant, and
	(5) to repair any damage caused by removing the	fixture or reimburse the Landlord for the reasonable costs of repair.
17.	1	
	than or in addition to a residence, the Landiord's co	e of residence. Should the Tenant wish to use the Premises for a purpose other onsent must first be obtained.
17.2	2 The Tenant must not carry out commercial or indus	strial activities or create any nuisance to adjoining neighbours.
ļ	from the Landlord or those acting under the Landlo	asonable to prevent persons on the Premises with the Tenant's authority (apart rd's authority) from causing damage to the Premises.
17.4	.4 The Tenant may not grant other person's the right gain, whether by written or verbal agreement with the person of the pers	to occupy or use the whole or part of the Premises for the Tenant's commercial he other person/s, without the Landlord's consent having been first obtained. The
1	Landlord must act reasonably.	
18.		
18.1	.1 The Tenant may keep pets on the Premises only a	s permitted in this Agreement or where written permission has been given by the The Landlord's consent will not be unreasonably withheld.
	Note: It will not be unreasonable for permission to	be withheld where the granting of such permission would contravene the rules of
	the Owners Corporation.	
19.		
	The Premises is subject to the Owners Corporation	
	commencement of occupation and a copy of the co with the Registrar.	rules of the Owners Corporation under the Owners Corporation Act 2006 at the onsolidated rules of the Owners Corporation as soon as possible after it is lodged
19.2	.2 The Tenant must comply with the rules of the Own	
19.3	.3 The Tenant confirms a copy of the rules (an signing of this Agreement by the Agent/Landlo	d any advised amendments) of the Owners Corporation were provided on the rd. Initial:
20.	. RENTAL BOND	
20.1	that the Tenant intends to regard as rent paid by the	Tenancies Act 1997 (Act) the Tenant must not refuse to pay rent on the grounds the Tenant the bond or any part of the bond paid in respect of the rented Premises. Stion to be taken under the Act and penalties may be imposed.

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#### 21. BREACH OF AGREEMENT BY TENANT

- 21.1 The Tenant must promptly rectify any breach and pay the reasonable expenses of such rectification.
- 21.2 If the Tenant is in breach of the obligations under this Agreement (including its obligations to maintain the Premises) the Landlord may, where the Tenant has not done so promptly, rectify such breach and claim the cost of such rectification from the Rental Bond or the Tenant.
- 21.3 Should the Tenant be in breach of its obligations under the Agreement resulting in default and termination of this Agreement before the end date, the Tenant is not released from its obligations under this Agreement and must pay damages, which damages may include any losses incurred by the Landlord with respect to rental, outgoings, letting and marketing expenses and otherwise. The Landlord has an obligation to mitigate its damages.

#### 22. TERMINATION (END OF OCCUPANCY)

- 22.1 The Tenant must give the Landlord written notice of its intention to vacate the Premises in accordance with Section 235 of the Residential Tenancies Act 1997 in the approved form, such notice being not less than 28 days prior to the tenancy expiry date, to the Landlord in the approved form of its intention to vacate the Premises.
- 22.2 Where the Tenant, with the consent of the Landlord, remains in occupation after the expiration of the term, the Tenant does so under a periodic tenancy and must give the Landlord a notice of its intention to variate in accordance with Clause 22.1.
- 22.3 The Landlord requiring possession of the Premise at the end of the term must give the Tenant notice in accordance with the Residential Tenancies Act 1997.
- 22.4 On termination of this Agreement whether on expiry of a fixed term, by agreement between the parties or otherwise in accordance with the Residential Tenancies Act 1997 the Tenant agrees to:
  - (1) deliver vacant possession
  - (2) deliver up all keys and security devices
  - (3) leave the Premises as nearly as possible in the same condition (fair wear and tear excepted) as set out in the condition report for the residential Premises.
  - (4) remove all of the Tenant's property (including fixtures where required) and belongings from the Premises including rubbish and property on the Premises not the property of the Landlord.
  - (5) advise as soon as possible of the Tenant's contact address
  - (6) ensure carpets are left in a similar condition to their condition at the start of tenancy. If cleaning is required they should be professionally cleaned by a qualified carpet cleaner.
- 22.5 Failure by the Tenant to carry out any of its obligations under this Agreement and on termination will entitle the Landlord to claim damages in respect of any expenses incurred or rental lost. The Landlord must take reasonable steps to mitigate its damages.
- 22.6 The termination of this Agreement by notice or otherwise shall not affect either party's right to compensation for damages arising from breach of the terms of this Agreement.
- 22.7 No forbearance by the Landlord to exercise its rights against the Tenant in respect of any breach by the Tenant of its obligations under this Agreement or with respect to the Residential Tenancies Act 1997 shall preclude the Landlord from subsequently exercising its rights in respect of this Agreement or in accordance with the Residential Tenancies Act 1997.

#### 23. INSURANCE AND INDEMNITY

#### 23.1 The Tenant agrees:

- (1) not to by act or omission, do anything which would cause any increase in the premium of any insurance the Landford may have over the Premises (or their contents) or cause such insurance policy to be invalidated.
- (2) to pay the Landlord any excess or premium increase or charge by the Landlord's insurance company as a result of the acts or omissions of the Tenant or persons on the Premises with the consent of the Tenant. This does not include any increase in the premium as a result of actions by the Landlord or people acting with the Landlord's authority.
- (3) to be responsible for insuring the Tenant's own property.
- (4) the Landlord will provide a copy of relevant insurance policies to the Tenant.

#### 24. LIABILITY STATEMENT

- 24.1 Where the Landlord, has complied with its obligations under this Agreement and the Residential Tenancies Act 1997, the Tenant, except in the case of negligence on the part of the Landlord, indemnifies the Landlord against any claims in respect of loss, damage or injury to persons or property for which the Landlord may become liable as a result of any act or omission by the Tenant or others on the Premises with the consent of the Tenant.
- 24.2 For the purpose of this Clause the Landlord shall include the Agent, contractors and permitted assigns.

### 25. RENT INCREASE

- 25.1 The Landlord must give the Tenant at least 60 days notice in the prescribed form in accordance with the Residential Tenancies

  Act 1997 of a proposed rent increase.
- 25.2 Under a fixed term tenancy a Landlord must not increase the rent before the term ends unless this Agreement provides for a rent increase within the fixed term.
- 25.3 The Landlord must not increase the rent at intervals of less than 12 months.
- 25.4 If the Tenant disagrees with the rent increase the Tenant may in accordance with Section 45 of the Residential Tenancies Act 1997 apply to the Director of Consumer Affairs Victoria to investigate and report. The Tenant must make an application within 30 days after receiving the notice of Rent increase.

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			i		
26.	RE	PAIRS	·		
26.1	(1)	Urgent Repairs Contact:			
		The Landlord has authorised the follow	ing contacts to approve Urgent Repairs:		
		Agent: Yes No	Phone:	( 02 ) 6076 2054	Limit:
		Other:		( 02 ) 6076 2054	Limit:
		****************************	gent Repairs Contact is the maximum	***************************************	
	(2)	For Urgent Repairs the Tenant should or available, the Landlord.	notify an Urgent Repairs Contact or whe	re there is no Urgent Rep	pairs Contact nominated
26.2		e Tenant may arrange for a suitably qua			
		immediately carry out the repairs, or	Clause 26.1(2) the Tenant is unable to		ntact or the Landlord to
			nt is unable to notify an Urgent Repairs		
26.3	for pro	the reasonable costs of the repairs up	t Repairs in accordance with Clause 26 to a value of \$1800.00 (or such other d/Landlord's Agent written notice of suc	amount that may be pres	scribed) including GST,
26.4	Urg	gent Repairs: (as defined in the Act) me	ans any work necessary to repair or rem	nedy:	
	٠,	a burst water service; or			
	٠.	a blocked or broken lavatory system; o	r		
		a serious roof leak; or			
	, ,	a gas leak; or			
	٠,	a dangerous electrical fault; or flooding or serious flood damage; or			
		serious storm or fire damage; or			
		- 1	al service or appliance provided by the L	andlord on the Premises	for hot water, cooking,
	(9)	a failure or breakdown of the gas, elect	tricity or water supply to the Premises; or	•	
	(10)	)malfunctioning of an appliance, fitting substantial water waste; or	or fixture provided by the Landlord that	uses or supplies water t	hat will or may result in
		any fault or damage that causes the Pr	emises to be unsafe or not secure, or		
00.0		) a serious fault in a lift or staircase			
26.5		non-urgent repairs the Tenant should c			
		where there is a managing agent, the A	agent;		
	<del></del>	otherwise, the Landlord		<u> </u>	
27.		NDLORD'S ACCESS TO THE PREMIS			
27.1	only	renter the residential Premises in the fo	•		-
		notice on each occasion (at least 24ho	uyers or mortgagees on a reasonable nu urs) if intention to vacate has been given, a		
		days of the termination date for the pur	poses of showing the Premises to a prosed with the sale or letting of the Premises	spective tenant.	be exercised within 14
			duty under the Residential Tenancies		agreement or any other
		applicable Act. Other:	,		• · · · · · · · · · · · · · · · · · · ·
					Ì
		The second secon			
····	Note	e: In exercising its rights under this Clau	se the Landlord will minimize interference	e with the Tenant's right of	of quiet enjoyment.
28.	TEN	IANT'S ACKNOWLEDGEMENT			
	Land Add	dlord or the Agent not contained in this itional Terms (including Other Addition	has not relied on any representations, Agreement or as otherwise set out in that al Terms) contained in this Agreement	he schedule hereto and o	confirms the terms and
28.2	parti No a Land	<u>.</u>	this Agreement will be valid unless	in writing and signed by	y the Tenant and the

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29.	PRIVACY	
29.1	The Landlord's Agent must comply with the provisions of the Australian Privacy Frequired maintain a Privacy Policy.	Principles (Privacy Act 1988 (CTH)) and where
29.2	? The Privacy Policy outlines how the Landlord's Agent collects and uses Persona obtained by other means, to provide the services required by you or on your behalf.	Information provided by you as the Tenant, or
29.3	You as the Tenant agree the Landlord's Agent may, subject to the Privacy Act of disclose such information to:	988 (CTH) (where applicable), collect, use and
	(1) the Landlord of the Premises to which this Agreement applies, insofar as suc leasing of the Premises; and/or	n information is relevant to the managing and/or
	(2) (subject to the provisions of Part 10A of the Residential Tenancies Act 1997) enabling a proper assessment of the risk in providing you with the tenancy an 439E of the Residential Tenancies Act 1997, tenancy agreement breaches; a	d if applicable listing, in compliance with Section
	<ul> <li>(3) previous managing agents or landlords and nominated referees to confirm information (4) tradespeople and similar contractors engaged by the Landlord/Landlord's Age with respect to the Premises; and/or</li> </ul>	· · · · · · · · · · · · · · · · · · ·
	(5) the Landlord's insurance companies; authorised real estate personnel; courts required by the Landlord's Agent relating to the administration of the Premis and/or	
	(6) a utility connection provider where you request the Landlord's Agent to facilit utility services; and/or	ate the connection and/or disconnection of your
	(7) Owners Corporations	
29.4	Documents or copies of documents provided to establish the identity of the Ten Tenant, will be retained by the Landlord's Agent in accordance with the Australian purpose other than confirming the identity of such person/s.	
29.5	Without provision of certain information the Landlord's Agent may not be able to a Agreement.	ct effectively or at all in the administration of this
29.6	The Tenant has the right to access such Personal Information and may require incomplete, out of date or irrelevant information.	e correction or amendment of any inaccurate,
29.7	The Landlord's Agent will provide (where applicable), on request, a copy of its Priva	cy Policy.
30.	DATA COLLECTION	:
	Upon signing this Agreement the parties agree the Landlord's Agent, and the form may without disclosing Personal Information collect, use and disclose to Data C Agreement.	
31.	DEFINITIONS	:
	In Additional Terms 29 and 30 the following terms, where they appear, mean:	
	(1) Data Collection Agency: means an agency or organisation that collects research, finance and property valuation industries to enable data analysis.	al estate data to provide information to the real
	(2) Personal Information: means personal information as defined in the Privacy	Act 1988 (CTH).
32.	OTHER ADDITIONAL TERMS	· ·
33.	SIGNATURES	
	By signing this Agreement the Tenant/s:	
	agree to lease the Premises on the terms and conditions contained herein.	
	<ul> <li>acknowledge having received of a copy of Renting a Home: A Guide for Tenan Victoria, at the start of the tenancy.</li> </ul>	ts booklet as published by the Consumer Affairs
	Signed by the Landlord/Landlord's Agent:	
	Signature: D. Piller	
	Signature of Tenant(s):	
	Tenant 1: Tenant 2:	
	Tenant 3: Tenant 4:	

## RESIDENTIAL TENANCY AGREEMENT

Residential Tenancies Act 1997 (Section 26(1))

Residential Tenancies Regulations 2019 (Regulation 8(1))

(Note: Where there is insufficient space in any Item place details in an Annexure and refer to the Annexure in the Item)

#### IMPORTANT NOTES ABOUT THIS AGREEMENT

- 1. As this is a binding Agreement between the parties the Tenant is entitled to have time to read this Agreement and to obtain appropriate advice if necessary. (For advice, contact Consumer Affairs on 1300 55 81 81 prior to signing this Agreement).
- 2. The Landlord is required to give the Tenant a completed signed copy of this Agreement within 14 days of signing for the Tenant to keep.
- 3. All attachments accompanying this Agreement must be signed and dated as acknowledgement they have been read and agreed to by both parties.
- 4. At the start of the tenancy the Landlord or the Landlord's Agent must give the Tenant a copy of the Renting's Home: A Guide for Tenants booklet as published by the Consumer Affairs Victoria.
- 5. Both parties should retain a signed copy of this Agreement for your records and future reference.

The parties of our attended and the company of this Agreement for your records and the	
AGREEMENT	
This Agreement is made on the 27th day of March 20 2	20
at: 64 Hanson Street, Corryong Vic 3707	
BETWEEN	
LANDLORD AND LANDLORD'S AGENT (Provide an ACN if applicable)	
Landlord: Rob Owen	ACN:
Address:	ABN:
Email:	Phone:
WHOSE AGENT IS (if applicable)	
Agent: Costello Rural Pty Ltd T/as Costello Rural	ACN: 634293002
Address: 64 Hanson Street, Corryong, VIC, 3707	ABN: 22634293002
Email: rentals@costellorural.com.au	Phone: (02) 6076 2054
AND	
TENANT (Provide an ACN if applicable)	
Name/s: Paul and Christian Sylvia	
••••••	
Phone/s: Paul 0459504049 Christian 0459503506	ACN:
1. PREMISES	
The landlord lets the Premises known as:	
2-154 Harris Street, Corryong Vic 3707	
together with those items indicated in the schedule (strike out if not applicable).	
2. RENT	1
The rent amount is: \$250.00 The date the first rent payment is due: 27	1
***************************************	each month when the rent is due)
Place of Payment: Costello Rural Pty Ltd Vic Trust t/a Bendigo Bank BSI	B: 633000 Account: 167671544
3. BOND	
The Tenant must pay a bond of \$543.00 to the Landlord/Agent on 27/	•••••••
in accordance with the Residential Tenancies Act 1997, the landlord must lodg Authority within 10 business days after receiving the bond.	te the bond with the Residential Tenancies Bond
If there is more than one Tenant and they do not contribute equally to the total b	ond, the amounts they each contribute are listed
here:	-
Tenant's Name	Bond Amount
Paul Sylvia	I and the second
Christian Sylvia	1
	\$0.00
	\$0.00
If the Tenant does not receive a bond receipt from the Residential Tenancies Bo bond, the Tenant should contact the Residential Tenancies Bond Authority (1300 13	

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4.	PERIO	D	
	[Tick a	oplicable Period]	
	[] (a)	The period of the Agreement is 12	2 Months
	ر-، دست		of March 20 20
			***************************************
		<del>*</del>	accordance with the Residential Tenancies Act 1997, the Agreement will continue as
	OR	a periodic tenancy.	
		The American Acids	the day of 20 and continue until
	(a)	The Agreement will commence from	
		terminated in accordance with the Re	esidential Tenancies Act 1997.
4A.	CONS	ENT TO ELECTRONIC SERVICE	
	(1) Ex	press Consent	
	Th	e TENANT: [Check one box only]	
	₩.		of notices and other documents in accordance with the requirements of the Electronic
	_	Transactions (Victoria) Act 2000 a	t this email address:
		Email address ozziepaul_07@y	rahoo.com
		OR	
		Does Not Consent to the electronic	service of notices and other documents.
	Th	· e LANDLORD:   [Check one box only]	
	1.7	=	of notices and other documents in accordance with the requirements of the Electronic
	L	Transactions (Victoria) Act 2000 a	t this email address:
		Email address rentals@costell	orural.com.au
		OR	
	Γ	• " "	service of notices and other documents.
		•	
		erred Consent	the area way had been ast connected to clostropic consists under subclause (4) the
			the case may be) has not consented to electronic service under subclause (1), the infer consent to electronic service from the receipt or response to emails or other
		ctronic communications.	
	(3) Ch	ange of Electronic Address	
			immediately give notice in writing to the other party if the email address for electronic
	sei	vice under subclause (1) changes.	
	• •	thdrawal of Consent	
	(a)		ay withdraw their consent under subclause (1) to electronic service of notices and other
	(b)	documents only by giving notice in w	r paragraph (a), no further notices or other documents are to be served by electronic
	(0)	communication.	paragraph (a), no tarties notices of circle accounts to be convect by electronic
5.	COND	TION OF THE PREMISES	
	The LA	NDLORD must -	
		sure that the Premises are maintained	in good repair; and
			mon areas relating to those Premises, take reasonable steps to ensure that the common
	are	as are maintained in good repair.	
6.	DAMA	SE TO THE PREMISES	
	(a) The	TENANT must ensure that care is ta	ken to avoid damaging the rented Premises.
			to avoid damaging any common areas.
			mage to the rented Premises must give notice to the LANDLORD of any damage to the
		emises as soon as practicable.	
7.		LINESS OF THE PREMISES	
			remises are in a reasonably clean condition on the day on which it is agreed that the
		NANT is to enter into occupation of the TENANT must keep the Premises in	a reasonably clean condition during the period of Agreement.
			a reasonably dean condition during the period of Agreement.
8.		PREMISES	
			remises to be used for any illegal purpose.
			Premises to be used in such a manner as to cause a nuisance or cause an interference vacy of any occupier of neighbouring premises.
			,

$\overline{}$	-,-		
9.	QU	IET ENJOYMENT	
	The	LANDLORD must take all reasonable steps to ensure that the TENANT has qu	iet enjoyment of the Premises.
10.	AS	SIGNMENT OR SUB-LETTING	
		The TENANT must not assign or sub-let the whole or any part of the Premist The LANDLORD's consent must not be unreasonably withheld.  The LANDLORD must not demand or receive any fee or payment for the conseincurred by the Landlord in relation to the preparation of a written assignment of	ent, except in respect of any fees, costs or charges
11.	RES	SIDENTIAL TENANCIES ACT 1997	
	Eac	h party must comply with the Residential Tenancies Act 1997.	
		TE: Reference should be made to the Residential Tenancies Act 1997 for fur	ther rights and duties.)
		SCHEDULE OF ITEMS (See Clause	1)
	<del></del>		
	<b></b>		
	ļ		
		***************************************	
	, , , , ,		
1			
		ADDITIONAL TERMS at terms which do not take away any of the rights and duties included in the Rights	
this s Any :	ecti add		3 of the Australian Consumer Law (Victoria).
12.	TE	NANTS	
12.1	Te	persons using the Premises as Tenants or otherwise must comply with the pnancies Act 1997 and other relevant legislation and regulations. Any propose the Landlord.	
13.	CA	RE OF THE PREMISES	
13.1	Th	e Tenant agrees:	
		not to paint, mark or deface the Premises internally or externally or use nails, of the Landlord.	
		to place all household rubbish in the bin provided by the local authority and p for collection and remove the bin to the Premises promptly after it has been er	nptied and return it to its allotted place.
	(3)	not to use any sink, basin, toilet, drain or like facility in or connected to the Pranything that might damage or block the plumbing drainage or sewerage s Landlord of any blockage or defect.	
		not to affix any television antenna, satellite dish or cabling to the Premises with	
		not to hang washing, or other articles anywhere but in areas provided or desig to maintain all garden areas including watering (subject to any council restr	
	(0)	lawn and removing garden rubbish (including pet waste) from the Premises.	ictions) trees, tawn and other plants, moving the
	(7)	to replace, at the Tenant's cost, blown or damaged light bulbs or fluro tubes a of the tenancy. Where such damage has been occasioned by the Landlord or replace light bulbs and fluro tubes.	nd ensure all are in a working condition at the end its Agent it shall be the Landlord's responsibility to
	(8)	not to carry out any mechanical repairs to machinery (including cars and Premises.	or boats) which the Tenant may bring onto the
	(9)	where the Landlord's consent has been obtained in respect of Clause 13.	
	(10	condition of consent, that the Tenant return the Premises to its original condition) where a product, fixture or fitting provided with the Premises has a warning	
	(11	not to deface, damage or remove such label. )Other:	
	,,,	,	

14.	SMOKE ALARMS
14,1	The Tenant agrees: (1) not to remove or interfere with the operation of any smoke alarm installed on the residential Premises except with reasonable
	excuse, and (2) to notify the Landlord in writing promptly if any smoke alarm installed on the residential Premises is not functioning properly.
16	
15.	PAYMENT OF COUNCIL RATES, LAND TAX, WATER AND OTHER CHARGES
15.1	In accordance with Section 52 of the Residential Tenancies Act 1997, the Tenant is liable for payment of:
	<ol> <li>where the Premises are separately metered:</li> <li>(a) all charges in respect of the supply or use of electricity, gas, or oil. This excludes installation costs and charges in respect</li> </ol>
	of the initial connection of such services to the Premises and the charges for the supply or hire of gas bottles.
	(b) the cost of all water supplied where it is based solely on the amount of water supplied.
	(c) that part of the charge that is based on the amount of water supplied if the cost of water supplied is only partly based on the amount of water supplied.
	(d) all sewerage disposal charges imposed in respect of the Premises during the Tenancy Agreement.
	Note: with respect to water and sewerage the Owner must notify the Authority in accordance with Section 273A(c) of the Water Act 1989.
	(2) all charges in respect of the use of bottled gas at the Premises during the term of this Agreement.
15.2	The Landlord is responsible for the following charges where the supply is not separately metered:
	(1) electricity
	(2) non bottled gas (3) oil
	(4) water supply service and water supplied
	(5) sewerage disposal charges.
15.3	(1) The Tenant must pay any expenses in relation to the Tenant changing utility suppliers including disconnection and reconnection fees.
	(2) Should the Landlord, Tenant or persons on the Premises with the permission or authority of either the Landlord or the Tenant damage or disconnect a utility servicing the Premises, the party who is at fault will be responsible for rectifying the damage or disconnection and paying all associated costs.
16.	ALTERATIONS AND ADDITIONS TO THE PREMISES
16.1	The Tenant agrees:
	(1) not to install any fixture or renovate, alter or add to the Premises without the Landlord's written permission, and
	(2) not to remove, without the Landlord's written permission, any fixture attached by the Tenant, and
	(3) not to alter, remove or add any lock or security device without the Landlord's agreement, and in such case to provide the Landlord with a copy of the key or access codes, and
	(4) to notify the Landlord of any damage caused by removing any fixture attached by the Tenant, and
	(5) to repair any damage caused by removing the fixture or reimburse the Landlord for the reasonable costs of repair.
17.	TENANT'S USE OF PREMISES
	The Tenant may use the Premises only as a place of residence. Should the Tenant wish to use the Premises for a purpose other than or in addition to a residence, the Landlord's consent must first be obtained.
	The Tenant must not carry out commercial or industrial activities or create any nuisance to adjoining neighbours.
17.3	The Tenant must take such actions as may be reasonable to prevent persons on the Premises with the Tenant's authority (apart from the Landlord or those acting under the Landlord's authority) from causing damage to the Premises.
17.4	The Tenant may not grant other person's the right to occupy or use the whole or part of the Premises for the Tenant's commercial
	gain, whether by written or verbal agreement with the other person/s, without the Landlord's consent having been first obtained. The
	Landlord must act reasonably.
18.	PETS
18.1	The Tenant may keep pets on the Premises only as permitted in this Agreement or where written permission has been given by the Landlord to the Tenant subject to this Agreement. The Landlord's consent will not be unreasonably withheld.
	Note: It will not be unreasonable for permission to be withheld where the granting of such permission would contravene the rules of the Owners Corporation.
19.	OWNERS CORPORATION
	The Premises is subject to the Owners Corporation Act 2006: Yes V No (if 'yes' clause 19 applies)
	The Landlord must give the Tenant a copy of the rules of the Owners Corporation under the <b>Owners Corporation Act 2006</b> at the commencement of occupation and a copy of the consolidated rules of the Owners Corporation as soon as possible after it is lodged with the Registrar.
	The Tenant must comply with the rules of the Owners Corporation.
19.3	The Tenant confirms a copy of the rules (and any advised amendments) of the Owners Corporation were provided on the signing of this Agreement by the Agent/Landlord.
20.	RENTAL BOND
20.1	n accordance with Section 428 of the Residential Tenancies Act 1997 (Act) the Tenant must not refuse to pay rent on the grounds
	hat the Tenant intends to regard as rent paid by the Tenant the bond or any part of the bond paid in respect of the rented Premises.  Breach of this obligation by the Tenant will allow action to be taken under the Act and penalties may be imposed.

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- 21.1 The Tenant must promptly rectify any breach and pay the reasonable expenses of such rectification.
- 21.2 If the Tenant is in breach of the obligations under this Agreement (including its obligations to maintain the Premises) the Landlord may, where the Tenant has not done so promptly, rectify such breach and claim the cost of such rectification from the Rental Bond or the Tenant
- 21.3 Should the Tenant be in breach of its obligations under the Agreement resulting in default and termination of this Agreement before the end date, the Tenant is not released from its obligations under this Agreement and must pay damages, which damages may include any losses incurred by the Landlord with respect to rental, outgoings, letting and marketing expenses and otherwise. The Landlord has an obligation to mitigate its damages.

#### 22. TERMINATION (END OF OCCUPANCY)

- 22.1 The Tenant must give the Landlord written notice of its intention to vacate the Premises in accordance with Section 235 of the Residential Tenancies Act 1997 in the approved form, such notice being not less than 28 days prior to the tenancy expiry date, to the Landlord in the approved form of its intention to vacate the Premises.
- 22.2 Where the Tenant, with the consent of the Landlord, remains in occupation after the expiration of the term, the Tenant does so under a periodic tenancy and must give the Landlord a notice of its intention to vacate in accordance with Clause 22.1.
- 22.3 The Landlord requiring possession of the Premise at the end of the term must give the Tenant notice in accordance with the Residential Tenancies Act 1997.
- 22.4 On termination of this Agreement whether on expiry of a fixed term, by agreement between the parties or otherwise in accordance with the Residential Tenancies Act 1997 the Tenant agrees to:
  - (1) deliver vacant possession
  - (2) deliver up all keys and security devices
  - (3) leave the Premises as nearly as possible in the same condition (fair wear and tear excepted) as set out in the condition report for the residential Premises.
  - (4) remove all of the Tenant's property (including fixtures where required) and belongings from the Premises including rubbish and property on the Premises not the property of the Landlord.
  - (5) advise as soon as possible of the Tenant's contact address
  - (6) ensure carpets are left in a similar condition to their condition at the start of tenancy. If cleaning is required they should be professionally cleaned by a qualified carpet cleaner.
- 22.5 Failure by the Tenant to carry out any of its obligations under this Agreement and on termination will entitle the Landlord to claim damages in respect of any expenses incurred or rental lost. The Landlord must take reasonable steps to mitigate its damages.
- 22.6 The termination of this Agreement by notice or otherwise shall not affect either party's right to compensation for damages arising from breach of the terms of this Agreement.
- 22.7 No forbearance by the Landiord to exercise its rights against the Tenant in respect of any breach by the Tenant of its obligations under this Agreement or with respect to the Residential Tenancies Act 1997 shall preclude the Landlord from subsequently exercising its rights in respect of this Agreement or in accordance with the Residential Tenancies Act 1997.

### 23. INSURANCE AND INDEMNITY

#### 23.1 The Tenant agrees:

- (1) not to by act or omission, do anything which would cause any increase in the premium of any insurance the Landlord may have over the Premises (or their contents) or cause such insurance policy to be invalidated.
- (2) to pay the Landford any excess or premium increase or charge by the Landford's insurance company as a result of the acts or omissions of the Tenant or persons on the Premises with the consent of the Tenant. This does not include any increase in the premium as a result of actions by the Landford or people acting with the Landford's authority.
- (3) to be responsible for insuring the Tenant's own property.
- (4) the Landlord will provide a copy of relevant insurance policies to the Tenant.

### 24. LIABILITY STATEMENT

- 24.1 Where the Landlord, has complied with its obligations under this Agreement and the Residential Tenancies Act 1997, the Tenant, except in the case of negligence on the part of the Landlord, indemnifies the Landlord against any claims in respect of loss, damage or injury to persons or property for which the Landlord may become liable as a result of any act or omission by the Tenant or others on the Premises with the consent of the Tenant.
- 24.2 For the purpose of this Clause the Landlord shall include the Agent, contractors and permitted assigns.

### 25. RENT INCREASE

- 25.1 The Landlord must give the Tenant at least 60 days notice in the prescribed form in accordance with the Residential Tenancies Act 1997 of a proposed rent increase.
- 25.2 Under a fixed term tenancy a Landlord must not increase the rent before the term ends unless this Agreement provides for a rent increase within the fixed term.
- 25.3 The Landlord must not increase the rent at intervals of less than 12 months.
- 25.4 If the Tenant disagrees with the rent increase the Tenant may in accordance with Section 45 of the Residential Tenancies Act 1997 apply to the Director of Consumer Affairs Victoria to investigate and report. The Tenant must make an application within 30 days after receiving the notice of Rent increase.

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26.	RE	PAIRS				
26.1	(1)	Urgent Repairs Contact:				
		The Landlord has authorised the following	ing contacts to approve Urgent	Repairs:		
		Agent: Yes No		Phone:	( 02 ) 6076 2054	Limit: \$0.00
		Other:		Phone:	( 02 ) 6076 2054	Limit: \$0.00
		Note: The Limit specified for each Urg Urgent Repairs.	ent Repairs Contact is the m			thorised to approve for
	(2)	For Urgent Repairs the Tenant should ror available, the Landlord.	notify an Urgent Repairs Conta	ct or whe	re there is no Urgent Rep	airs Contact nominated
26.2		e Tenant may arrange for a suitably quali after giving notice in accordance with C immediately carry out the repairs, or	t .		get an Urgent Repairs Co	ntact or the Landlord to
		after taking reasonable steps the Tenar				
	for pro day	nere the Tenant has arranged for Urgent the reasonable costs of the repairs up ovided the Tenant has given the Landlord ys of the repairs being carried out.	to a value of \$1800.00 (or sud/Landlord's Agent written noti	ch other ce of suc	amount that may be pres h repairs (including relev	scribed) including GST,
26.4		gent Repairs: (as defined in the Act) mea	ans any work necessary to rep	air or rem	edy:	
		a burst water service; or				
		a blocked or broken lavatory system; or				
	٠.	a serious roof leak; or a gas leak; or				
		a gas leak, or a dangerous electrical fault; or				
		flooding or serious flood damage; or				
	٠,	serious storm or fire damage; or				
		a failure or breakdown of any essential heating or laundering; or				for hot water, cooking,
		a failure or breakdown of the gas, electr				
		)malfunctioning of an appliance, fitting of substantial water waste; or			uses or supplies water to	nat will or may result in
		) any fault or damage that causes the Pré ) a serious fault in a lift or staircase	emises to be unsafe or not sec	ure, or		
26.5		non-urgent repairs the Tenant should co	ontact:			
20.0		where there is a managing agent, the A				
		otherwise, the Landlord				
27.	LA	NDLORD'S ACCESS TO THE PREMISE	ES .	FA-1-4-0		
27.1	The	Landlord, the Landlord's Agent or any	person authorised in writing by	the Land	llord during the currency	of this Agreement may
	1 The Landlord, the Landlord's Agent or any person authorised in writing by the Landlord, during the currency of this Agreement may only enter the residential Premises in the following circumstances:					
		to show the Premises to prospective but notice on each occasion (at least 24hou	irs)			•
		where a notice to vacate or a notice of days of the termination date for the pure	poses of showing the Premises	to a pros	pective tenant.	be exercised within 14
	(4)	to erect signage for purposes connected to enable the Landlord to carry out a d	with under the Pacidantic! To	remises.	Ant 1007 th - T *	
		applicable Act. Other:	aty under the Residential Tel	ialicies i	ACL 1997, the Tenancy A	greement or any other
				<del></del>		
		•••••				
			*******************************			
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			***************************************	•••••••		
			************************************	+ * *		
	Note	e: In exercising its rights under this Claus	se the Landlord will minimize in	terferenc	e with the Tenant's right o	of quiet enjoyment.
		IANT'S ACKNOWLEDGEMENT	V	····		
28.1	in e	ntering into this Agreement the Tenant	has not relied on any represe	ntations.	statements or warranties	made or given by the
	Land	diord or the Agent not contained in this:	Agreement or as otherwise se	t out in t	re schedule hereto and c	onfirms the terms and
	Aggi parti	itional Terms (including Other Additionalies.	at Terms) contained in this Ag	reement	form the whole of the Aç	preement between the
28.2	No a	amendment, alteration or addition to	this Agreement will be valid	unless i	n writing and signed by	the Tenant and the
	Land	dlord/Agent.			and signed by	one rename and the
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	-,-,-	
29.	PRIVACY	
29.1	The Landlord's Agent must comply with the provisions of the Australian Privacy required maintain a Privacy Policy.	Principles (Privacy Act 1988 (CTH)) and where
29.2	The Privacy Policy outlines how the Landlord's Agent collects and uses Persona obtained by other means, to provide the services required by you or on your behalf	al Information provided by you as the Tenant, or
29.3	You as the Tenant agree the Landlord's Agent may, subject to the Privacy Act disclose such information to:	1988 (CTH) (where applicable), collect, use and
	<ol> <li>the Landlord of the Premises to which this Agreement applies, insofar as suc leasing of the Premises; and/or</li> </ol>	h information is relevant to the managing and/or
	(2) (subject to the provisions of Part 10A of the Residential Tenancies Act 1997) enabling a proper assessment of the risk in providing you with the tenancy an 439E of the Residential Tenancies Act 1997, tenancy agreement breaches; a	d if applicable listing, in compliance with Section
	(3) previous managing agents or landlords and nominated referees to confirm info	
	<ul><li>(4) tradespeople and similar contractors engaged by the Landlord/Landlord's Ag with respect to the Premises; and/or</li></ul>	ent in order to facilitate the carrying out of works
	(5) the Landlord's insurance companies; authorised real estate personnel; courts required by the Landlord's Agent relating to the administration of the Premi and/or	
	(6) a utility connection provider where you request the Landlord's Agent to facilit utility services; and/or	ate the connection and/or disconnection of your
	(7) Owners Corporations	
29.4	Documents or copies of documents provided to establish the identity of the Tenant, will be retained by the Landlord's Agent in accordance with the Australia purpose other than confirming the identity of such person/s.	
29.5	Without provision of certain information the Landlord's Agent may not be able to a Agreement.	ct effectively or at all in the administration of this
29.6	The Tenant has the right to access such Personal Information and may requi incomplete, out of date or irrelevant information.	e correction or amendment of any inaccurate,
29.7	The Landlord's Agent will provide (where applicable), on request, a copy of its Priva	icy Policy.
30.	DATA COLLECTION	
	Upon signing this Agreement the parties agree the Landlord's Agent, and the form may without disclosing Personal Information collect, use and disclose to Data C Agreement.	
31.	DEFINITIONS	
	In Additional Terms 29 and 30 the following terms, where they appear, mean:	
	<ol> <li>Data Collection Agency: means an agency or organisation that collects re estate, finance and property valuation industries to enable data analysis.</li> <li>Personal Information: means personal information as defined in the Privacy</li> </ol>	
32.	OTHER ADDITIONAL TERMS	
33.	SIGNATURES	
	By signing this Agreement the Tenant/s:	
	<ul> <li>agree to lease the Premises on the terms and conditions contained herein.</li> <li>acknowledge having received of a copy of <i>Renting a Home: A Guide for Tenar</i> Victoria, at the start of the tenancy.</li> </ul>	nts booklet as published by the Consumer Affairs
	Signed by the Landlord/Landlord's Agent:	
	Signature: of Multi-	
	Signature of Tenant(s):	
	Tenant 1: Tenant 2:	

Tenant 3:

Tenant 4:

Residential Tenancies Act 1997 (Section 26(1))

Residential Tenancies Regulations 2019 (Regulation 8(1))

(Note: Where there is insufficient space in any Item place details in an Annexure and refer to the Annexure in the Item)

#### IMPORTANT NOTES ABOUT THIS AGREEMENT

- 1. As this is a binding Agreement between the parties the Tenant is entitled to have time to read this Agreement and to obtain appropriate advice if necessary. (For advice, contact Consumer Affairs on 1300 55 81 81 prior to signing this Agreement).
- 2. The Landlord is required to give the Tenant a completed signed copy of this Agreement within 14 days of signing for the Tenant to keep.
- 3. All attachments accompanying this Agreement must be signed and dated as acknowledgement they have been read and agreed to by both parties.
- 4. At the start of the tenancy the Landlord or the Landlord's Agent must give the Tenant a copy of the Renting a Home: A Guide for Tenants booklet as published by the Consumer Affairs Victoria.
- 5. Both parties should retain a signed copy of this Agreement for your records and future reference.

AGREEMENT	
This Agreement is made on the 24th day of April 2	20 20
at: 64 Hanson Street, Corryong Vic 3707	
BETWEEN	
LANDLORD AND LANDLORD'S AGENT (Provide an ACN if applicable)	
Landlord: Rob Owen	ACN:
Address:	ABN:
Emáil:	Phone:
WHOSE AGENT IS (if applicable)	
Agent: Costello Rural Pty Ltd T/as Costello Rural	ACN: 634293002
Address: 64 Hanson Street, Corryong, VIC, 3707	ABN: 22634293002
Email: rentals@costellorural.com.au	Phone: (02)6076 2054
AND	
TENANT (Provide an ACN if applicable)	
Name/s: Malcom Armitage	
Address: 3-154 Harris Street, Corryong Vic 3707	
Phone/s: 0434 493 618	ACN:
1. PREMISES	
The landlord lets the Premises known as:	
3-154 Harris Street, Corryong Vic 3707	
together with those items indicated in the schedule (strike out if not applicable)	).
2. RENT	
The rent amount is: \$220.00 The date the first rent payment is due:	
~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~	ate of each month when the rent is due)
Place of Payment: Costello Rural Pty Ltd Vic Trust t/a Bendigo Bank	( BSB: 633000 Account: 167671544
3. BOND	
The Tenant must pay a bond of \$478.00 to the Landlord/Agent on	
In accordance with the Residential Tenancies Act 1997, the landlord must Authority within 10 business days after receiving the bond.	
If there is more than one Tenant and they do not contribute equally to the to	otal bond, the amounts they each contribute are listed
here: Tenant's Name	Bond Amount
	¢n n/
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	#A 00
If the Tenant does not receive a bond receipt from the Residential Tenancie	,

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4.	PERIOD	
<u> </u>	[Tick applicable Period]	
	(a) The period of the Agreement is 12	2 Months
	commencing on the 24th day	of April 20 20
	and ending on the 23rd day o	April 20 21
	Unless the Agreement terminates in	accordance with the Residential Tenancies Act 1997, the Agreement will continue as
	a periodic tenancy.	
	OR	
	(b) The Agreement will commence from terminated in accordance with the Re	***************************************
		esidential Tellancies Act 1997.
4A	CONSENT TO ELECTRONIC SERVICE	
	(1) Express Consent	
	The TENANT: [Check one box only]	of notices and other documents in accordance with the requirements of the Electronic
	Transactions (Victoria) Act 2000 a	
	Email address	
	OR	
		service of notices and other documents.
	The LANDLORD: [Check one box only]	i
	Transactions (Victoria) Act 2000 a	
	Email address rentals@costell	orural.com.au
	OR  Does Not Consent to the electronic s	service of notices and other documents.
	(2) Inferred Consent	
	If the TENANT or the LANDLORD (as	the case may be) has not consented to electronic service under subclause (1), the infer consent to electronic service from the receipt or response to emails or other
	(3) Change of Electronic Address The TENANT or the LANDLORD must is service under subclause (1) changes.	mmediately give notice in writing to the other party if the email address for electronic
	documents only by giving notice in w	
	communication.	paragraph (a), no further notices or other documents are to be served by electronic
5.	CONDITION OF THE PREMISES	
	The LANDLORD must -	
	(a) ensure that the Premises are maintained (b) if the Landlord owns or controls the come	in good repair, and on areas relating to those Premises, take reasonable steps to ensure that the common
	areas are maintained in good repair.	to those Plennises, take reasonable steps to ensure that the common
6.	DAMAGE TO THE PREMISES	
	(a) The TENANT must ensure that care is tak	en to avoid damaging the rented Premises.
	(b) The TENANT must take reasonable care	to avoid damaging any common areas.
	Premises as soon as practicable.	nage to the rented Premises must give notice to the LANDLORD of any damage to the
	CLEANLINESS OF THE PREMISES	
	(a) The LANDLORD must ensure that the P	remises are in a reasonably clean condition on the day on which it is agreed that the
	remarks to enter into occupation of the	Premises.  reasonably clean condition during the period of Agreement.
	JSE OF PREMISES	period of Agreement.
-	(a) The TENANT must not use or allow the Po	emises to be used for any illegal purpose.
•	<ul> <li>b) The TENANT must not use or allow the P</li> </ul>	remises to be used in such a manner as to cause a nuisance or cause an interference acy of any occupier of neighbouring premises.
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9.	QUIET ENJOYMENT	
	The LANDLORD must take all reasonable steps to ensure that the TENANT has qu	iet enjoyment of the Premises.
10.	ASSIGNMENT OR SUB-LETTING	
	<ul> <li>(a) The TENANT must not assign or sub-let the whole or any part of the Premising The LANDLORD's consent must not be unreasonably withheld.</li> <li>(b) The LANDLORD must not demand or receive any fee or payment for the consincurred by the Landlord in relation to the preparation of a written assignment of the preparation.</li> </ul>	ent, except in respect of any fees, costs or charges
11.	RESIDENTIAL TENANCIES ACT 1997	
	Each party must comply with the Residential Tenancies Act 1997.	
, 	(NOTE: Reference should be made to the Residential Tenancies Act 1997 for fur	
Ĺ	SCHEDULE OF ITEMS (See Clause	1)
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	ADDITIONAL TERMS	
	ional terms which do not take away any of the rights and duties included in the R ection	esidential Tenancies Act 1997 may be set out in
Any a	additional terms must also comply with the Unfair Contract Terms under Part 2 act Consumer Affairs Victoria on 1300 55 81 81 for further information or visit www.	-3 of the Australian Consumer Law (Victoria).
COMIC	act Consumer Anairs victoria on 1300 55 81 81 for further information or visit www.	consumer.vic.gov.au.
	TENANTS	consumer.vic.gov.au.
12.		provisions of this Agreement and the Residential
12. 12.1	TENANTS  All persons using the Premises as Tenants or otherwise must comply with the premises act 1997 and other relevant legislation and regulations. Any propose	provisions of this Agreement and the Residential
12. 12.1 13.	TENANTS  All persons using the Premises as Tenants or otherwise must comply with the premancies Act 1997 and other relevant legislation and regulations. Any propose to the Landlord.	provisions of this Agreement and the Residential d change in Tenants must be immediately notified
12. 12.1 13.	TENANTS  All persons using the Premises as Tenants or otherwise must comply with the premark tenancies Act 1997 and other relevant legislation and regulations. Any propose to the Landlord.  CARE OF THE PREMISES  The Tenant agrees:  (1) not to paint, mark or deface the Premises internally or externally or use nails, of the Landlord.  (2) to place all household rubbish in the bin provided by the local authority and present the premise of the local authority and present the provided by the local authority and present the premise of the local authority and present the premise of the local authority and present the premise of the local authority and premise th	provisions of this Agreement and the Residential d change in Tenants must be immediately notified screws or adhesives without prior written consent but the bin out for collection on the designated day
12. 12.1 13.	All persons using the Premises as Tenants or otherwise must comply with the premancies Act 1997 and other relevant legislation and regulations. Any propose to the Landlord.  CARE OF THE PREMISES  The Tenant agrees:  (1) not to paint, mark or deface the Premises internally or externally or use nails of the Landlord.  (2) to place all household rubbish in the bin provided by the local authority and proceeding for collection and remove the bin to the Premises promptly after it has been expended in the provided by the local authority and proceeding that might damage or block the plumbing drainage or sewerage shandlord of any blockage or defect.	screws or adhesives without prior written consent put the bin out for collection on the designated day mptied and return it to its allotted place.  Temises for other than their intended use nor to do servicing the Premises and to promptly notify the
12. 12.1 13.	All persons using the Premises as Tenants or otherwise must comply with the premancies Act 1997 and other relevant legislation and regulations. Any propose to the Landlord.  CARE OF THE PREMISES  The Tenant agrees:  (1) not to paint, mark or deface the Premises internally or externally or use nails, of the Landlord.  (2) to place all household rubbish in the bin provided by the local authority and for collection and remove the bin to the Premises promptly after it has been expended in the provided by the local authority and for collection and remove the bin to the Premises promptly after it has been expended in the provided by the local authority and provided by the loc	provisions of this Agreement and the Residential d change in Tenants must be immediately notified screws or adhesives without prior written consent but the bin out for collection on the designated day implied and return it to its allotted place. Temises for other than their intended use nor to do servicing the Premises and to promptly notify the shout prior written consent of the Landlord.
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12. 12.1 13.	All persons using the Premises as Tenants or otherwise must comply with the premancies Act 1997 and other relevant legislation and regulations. Any propose to the Landlord.  CARE OF THE PREMISES  The Tenant agrees:  (1) not to paint, mark or deface the Premises internally or externally or use nails, of the Landlord.  (2) to place all household rubbish in the bin provided by the local authority and for collection and remove the bin to the Premises promptly after it has been established that might damage or block the plumbing drainage or sewerage seven Landlord of any blockage or defect.  (4) not to affix any television antenna, satellite dish or cabling to the Premises with not to hang washing, or other articles anywhere but in areas provided or designation and removing garden rubbish (including pet waste) from the Premises.  (5) to replace, at the Tenant's cost, blown or damaged light bulbs or fluro tubes a of the tenancy. Where such damage has been occasioned by the Landlord or replace light bulbs and fluro tubes.  (8) not to carry out any mechanical repairs to machinery (including cars and	screws or adhesives without prior written consent but the bin out for collection on the designated day mptied and return it to its allotted place. The remises for other than their intended use nor to do servicing the Premises and to promptly notify the shout prior written consent of the Landlord. In the propose, incitions trees, lawn and other plants, mowing the and ensure all are in a working condition at the end its Agent it shall be the Landlord's responsibility to
12. 12.1 13.	All persons using the Premises as Tenants or otherwise must comply with the premancies Act 1997 and other relevant legislation and regulations. Any propose to the Landlord.  CARE OF THE PREMISES  The Tenant agrees:  (1) not to paint, mark or deface the Premises internally or externally or use nails of the Landlord.  (2) to place all household rubbish in the bin provided by the local authority and provided for collection and remove the bin to the Premises promptly after it has been et anything that might damage or block the plumbing drainage or sewerage second Landlord of any blockage or defect.  (4) not to affix any television antenna, satellite dish or cabling to the Premises wife to maintain all garden areas including watering (subject to any council restrement lawn and removing garden rubbish (including pet waste) from the Premises.  (7) to replace, at the Tenant's cost, blown or damaged light bulbs or fluro tubes a of the tenancy. Where such damage has been occasioned by the Landlord or replace light bulbs and fluro tubes.  (8) not to carry out any mechanical repairs to machinery (including cars and Premises.	screws or adhesives without prior written consent but the bin out for collection on the designated day mptied and return it to its allotted place. The remises for other than their intended use nor to do servicing the Premises and to promptly notify the shout prior written consent of the Landlord. Intended of this purpose, incitions) trees, lawn and other plants, mowing the and ensure all are in a working condition at the end its Agent it shall be the Landlord's responsibility to for boats) which the Tenant may bring onto the
12. 12.1 13.	All persons using the Premises as Tenants or otherwise must comply with the premancies Act 1997 and other relevant legislation and regulations. Any propose to the Landlord.  CARE OF THE PREMISES  The Tenant agrees:  (1) not to paint, mark or deface the Premises internally or externally or use nails, of the Landlord.  (2) to place all household rubbish in the bin provided by the local authority and premise for collection and remove the bin to the Premises promptly after it has been established that might damage or block the plumbing drainage or sewerage second that might damage or defect.  (4) not to affix any television antenna, satellite dish or cabling to the Premises with the plumbing drainage or defect.  (5) not to hang washing, or other articles anywhere but in areas provided or designed to the premises with the plumbing drainage or designed to the premises with the plumbing drainage or sewerage second to the premises with the plumbing drainage or sewerage second to the plumbing drainage or sewerage second or the	screws or adhesives without prior written consent but the bin out for collection on the designated day mptied and return it to its allotted place. The remises for other than their intended use nor to do servicing the Premises and to promptly notify the shout prior written consent of the Landlord. Instead of this purpose, inctions) trees, lawn and other plants, mowing the and ensure all are in a working condition at the end its Agent it shall be the Landlord's responsibility to allow the land 13.1(4) the Landlord may require, as a on at the end of the Tenancy.
12. 12.1 13.	All persons using the Premises as Tenants or otherwise must comply with the premancies Act 1997 and other relevant legislation and regulations. Any propose to the Landlord.  CARE OF THE PREMISES  The Tenant agrees:  (1) not to paint, mark or deface the Premises internally or externally or use nails of the Landlord.  (2) to place all household rubbish in the bin provided by the local authority and proceeding for collection and remove the bin to the Premises promptly after it has been equivalent to use any sink, basin, toilet, drain or like facility in or connected to the Premises and the premises or defect.  (3) not to use any sink, basin, toilet, drain or like facility in or connected to the Premises and the premises of the premises with the premises to its original condition of consent, that the Tenant return the Premises to its original condition with the premises has a warning the provided with the premis	screws or adhesives without prior written consent but the bin out for collection on the designated day mptied and return it to its allotted place. The remises for other than their intended use nor to do servicing the Premises and to promptly notify the shout prior written consent of the Landlord. Instead of this purpose, inctions) trees, lawn and other plants, mowing the and ensure all are in a working condition at the end its Agent it shall be the Landlord's responsibility to allow the land 13.1(4) the Landlord may require, as a on at the end of the Tenancy.
12. 12.1 13.	All persons using the Premises as Tenants or otherwise must comply with the premarcies Act 1997 and other relevant legislation and regulations. Any propose to the Landlord.  CARE OF THE PREMISES  The Tenant agrees:  (1) not to paint, mark or deface the Premises internally or externally or use nails, of the Landlord.  (2) to place all household rubbish in the bin provided by the local authority and proceeding for collection and remove the bin to the Premises promptly after it has been expended in the use any sink, basin, toilet, drain or like facility in or connected to the Premise anything that might damage or block the plumbing drainage or sewerage searching that might damage or block the plumbing drainage or sewerage searching to the Armonic to affix any television antenna, satellite dish or cabling to the Premises wife to maintain all garden areas including watering (subject to any council restream and removing garden rubbish (including pet waste) from the Premises.  (7) to replace, at the Tenant's cost, blown or damaged light bulbs or fluro tubes a of the tenancy. Where such damage has been occasioned by the Landlord or replace light bulbs and fluro tubes.  (8) not to carry out any mechanical repairs to machinery (including cars and Premises.  (9) where the Landlord's consent has been obtained in respect of Clause 13. condition of consent, that the Tenant return the Premises has a warning not to deface, damage or remove such label.  (11) Other:	screws or adhesives without prior written consent out the bin out for collection on the designated day instead and return it to its allotted place. The remises for other than their intended use nor to do servicing the Premises and to promptly notify the shout prior written consent of the Landlord. Instead of this purpose, incitions) trees, lawn and other plants, mowing the and ensure all are in a working condition at the end its Agent it shall be the Landlord's responsibility to law to boats) which the Tenant may bring onto the 1(1) and 13.1(4) the Landlord may require, as a on at the end of the Tenancy. Instructions attached the Tenant is
12. 12.1 13. 13.1	All persons using the Premises as Tenants or otherwise must comply with the premancies Act 1997 and other relevant legislation and regulations. Any propose to the Landlord.  CARE OF THE PREMISES  The Tenant agrees:  (1) not to paint, mark or deface the Premises internally or externally or use nails, of the Landlord.  (2) to place all household rubbish in the bin provided by the local authority and proceed for collection and remove the bin to the Premises promptly after it has been equivalently and proceed for collection and remove the bin to the Premises promptly after it has been equivalently and provided of any sink, basin, toilet, drain or like facility in or connected to the Premise transport of the premise of the plumbing drainage or sewerage of Landlord of any blockage or defect.  (4) not to affix any television antenna, satellite dish or cabling to the Premises with the premise of the maintain all garden areas including watering (subject to any council rest lawn and removing garden rubbish (including pet waste) from the Premises.  (7) to replace, at the Tenant's cost, blown or damaged light bulbs or fluro tubes any of the tenancy. Where such damage has been occasioned by the Landlord or replace light bulbs and fluro tubes.  (8) not to carry out any mechanical repairs to machinery (including cars and Premises.  (9) where the Landlord's consent has been obtained in respect of Clause 13, condition of consent, that the Tenant return the Premises to its original condition of deface, damage or remove such label.  (11) Other:	screws or adhesives without prior written consent but the bin out for collection on the designated day imptied and return it to its allotted place. The remises for other than their intended use nor to do servicing the Premises and to promptly notify the shout prior written consent of the Landlord. Instead for this purpose. The remises, lawn and other plants, mowing the standard to the same all are in a working condition at the end its Agent it shall be the Landlord's responsibility to for boats) which the Tenant may bring onto the 1(1) and 13.1(4) the Landlord may require, as a on at the end of the Tenancy. Instructions attached the Tenant is
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12. 12.1 13.	All persons using the Premises as Tenants or otherwise must comply with the premancies Act 1997 and other relevant legislation and regulations. Any propose to the Landlord.  CARE OF THE PREMISES  The Tenant agrees:  (1) not to paint, mark or deface the Premises internally or externally or use nails, of the Landlord.  (2) to place all household rubbish in the bin provided by the local authority and proceed for collection and remove the bin to the Premises promptly after it has been equivalently and proceed for collection and remove the bin to the Premises promptly after it has been equivalently and provided of any sink, basin, toilet, drain or like facility in or connected to the Premise transport of the premise of the plumbing drainage or sewerage of Landlord of any blockage or defect.  (4) not to affix any television antenna, satellite dish or cabling to the Premises with the premise of the maintain all garden areas including watering (subject to any council rest lawn and removing garden rubbish (including pet waste) from the Premises.  (7) to replace, at the Tenant's cost, blown or damaged light bulbs or fluro tubes any of the tenancy. Where such damage has been occasioned by the Landlord or replace light bulbs and fluro tubes.  (8) not to carry out any mechanical repairs to machinery (including cars and Premises.  (9) where the Landlord's consent has been obtained in respect of Clause 13, condition of consent, that the Tenant return the Premises to its original condition of deface, damage or remove such label.  (11) Other:	provisions of this Agreement and the Residential d change in Tenants must be immediately notified screws or adhesives without prior written consent but the bin out for collection on the designated day implied and return it to its allotted place. Temises for other than their intended use nor to do servicing the Premises and to promptly notify the shout prior written consent of the Landlord. Intended for this purpose, incitions) trees, lawn and other plants, mowing the and ensure all are in a working condition at the end its Agent it shall be the Landlord's responsibility to law for boats) which the Tenant may bring onto the 1(1) and 13.1(4) the Landlord may require, as a on at the end of the Tenancy. Indeed, the Tenant is

14.	SMOKE ALARMS	
14.	1 The Tenant agrees:	
	excuse, and	ation of any smoke alarm installed on the residential Premises except with reasonable
,	(2) to notify the Landlord in writing promptly	if any smoke alarm installed on the residential Premises is not functioning properly.
15.	PAYMENT OF COUNCIL RATES, LAND TAX	, WATER AND OTHER CHARGES
15.1		ential Tenancies Act 1997, the Tenant is liable for payment of:
	(1) where the Premises are separately met	
	(a) all charges in respect of the supply of the initial connection of such services.	or use of electricity, gas, or oil. This excludes installation costs and charges in respectices to the Premises and the charges for the supply or hire of gas bottles.
		it is based solely on the amount of water supplied.
		on the amount of water supplied if the cost of water supplied is only partly based on the
		sed in respect of the Premises during the Tenancy Agreement.
	Act 1989.	ge the Owner must notify the Authority in accordance with Section 273A(c) of the Water
45.0	ļ.	ed gas at the Premises during the term of this Agreement.
10.2	(1) electricity	charges where the supply is not separately metered:
	(2) non bottled gas	
	(3) oil	
	(4) water supply service and water supplied	
45.0	(5) sewerage disposal charges.	
15.3	fees.	elation to the Tenant changing utility suppliers including disconnection and reconnection
	(2) Should the Landlord, Tenant or persons damage or disconnect a utility servicing disconnection and paying all associated	s on the Premises with the permission or authority of either the Landlord or the Tenant the Premises, the party who is at fault will be responsible for rectifying the damage or costs.
16.	ALTERATIONS AND ADDITIONS TO THE	PREMISES
16.1	The Tenant agrees:	
		r or add to the Premises without the Landlord's written permission, and
		tten permission, any fixture attached by the Tenant, and
	Landlord with a copy of the key or acces	security device without the Landlord's agreement, and in such case to provide the scodes, and
	(4) to notify the Landlord of any damage cal	ised by removing any fixture attached by the Tenant, and
,	(5) to repair any damage caused by removing	g the fixture or reimburse the Landlord for the reasonable costs of repair.
17.	TENANT'S USE OF PREMISES	
	than or in addition to a residence, the Landlo	
17.2	The Tenant must not carry out commercial or	industrial activities or create any nuisance to adjoining neighbours.
	from the Landford or those acting under the L	be reasonable to prevent persons on the Premises with the Tenant's authority (apart andlord's authority) from causing damage to the Premises.
17.4	The Tenant may not grant other person's the gain, whether by written or verbal agreement Landlord must act reasonably.	e right to occupy or use the whole or part of the Premises for the Tenant's commercial with the other person/s, without the Landlord's consent having been first obtained. The
18.	PETS	
18.1	Landiord to the Tenant subject to this Agreen	only as permitted in this Agreement or where written permission has been given by the nent. The Landlord's consent will not be unreasonably withheld.
	the Owners Corporation.	on to be withheld where the granting of such permission would contravene the rules of
19.	OWNERS CORPORATION	
	The Premises is subject to the Owners Corp	
19.1	The Landlord must give the Tenant a copy of commencement of occupation and a copy of with the Registrar.	the rules of the Owners Corporation under the <b>Owners Corporation Act 2006</b> at the the consolidated rules of the Owners Corporation as soon as possible after it is lodged
19.2	The Tenant must comply with the rules of the	
19.3	The Tenant confirms a copy of the rule signing of this Agreement by the Agent/Li	s (and any advised amendments) of the Owners Corporation were provided on the andlord.
20.	RENTAL BOND	
20.1	In accordance with Section 428 of the Reside	ntial Tenancies Act 1997 (Act) the Tenant must not refuse to pay rent on the grounds
\ <i>,</i>	urature renant intends to regard as rent paid	by the Tenant the bond or any part of the bond paid in respect of the rented Premises.  we action to be taken under the Act and penalties may be imposed.

- 21.1 The Tenant must promptly rectify any breach and pay the reasonable expenses of such rectification.
- 21.2 If the Tenant is in breach of the obligations under this Agreement (including its obligations to maintain the Premises) the Landlord may, where the Tenant has not done so promptly, rectify such breach and claim the cost of such rectification from the Rental Bond or the Tenant.
- 21.3 Should the Tenant be in breach of its obligations under the Agreement resulting in default and termination of this Agreement before the end date, the Tenant is not released from its obligations under this Agreement and must pay damages, which damages may include any losses incurred by the Landlord with respect to rental, outgoings, letting and marketing expenses and otherwise. The Landlord has an obligation to mitigate its damages.

### 22. TERMINATION (END OF OCCUPANCY)

- 22.1 The Tenant must give the Landlord written notice of its intention to vacate the Premises in accordance with Section 235 of the Residential Tenancies Act 1997 in the approved form, such notice being not less than 28 days prior to the tenancy expiry date, to the Landlord in the approved form of its intention to vacate the Premises.
- 22.2 Where the Tenant, with the consent of the Landlord, remains in occupation after the expiration of the term, the Tenant does so under a periodic tenancy and must give the Landlord a notice of its intention to vacate in accordance with Clause 22.1.
- 22.3 The Landlord requiring possession of the Premise at the end of the term must give the Tenant notice in accordance with the Residential Tenancies Act 1997.
- 22.4 On termination of this Agreement whether on expiry of a fixed term, by agreement between the parties or otherwise in accordance with the Residential Tenancies Act 1997 the Tenant agrees to:
  - (1) deliver vacant possession
  - (2) deliver up all keys and security devices
  - (3) leave the Premises as nearly as possible in the same condition (fair wear and tear excepted) as set out in the condition report for the residential Premises.
  - (4) remove all of the Tenant's property (including fixtures where required) and belongings from the Premises including rubbish and property on the Premises not the property of the Landlord.
  - (5) advise as soon as possible of the Tenant's contact address
  - (6) ensure carpets are left in a similar condition to their condition at the start of tenancy. If cleaning is required they should be professionally cleaned by a qualified carpet cleaner.
- 22.5 Failure by the Tenant to carry out any of its obligations under this Agreement and on termination will entitle the Landlord to claim damages in respect of any expenses incurred or rental lost. The Landlord must take reasonable steps to mitigate its damages.
- 22.6 The termination of this Agreement by notice or otherwise shall not affect either party's right to compensation for damages arising from breach of the terms of this Agreement.
- 22.7 No forbearance by the Landlord to exercise its rights against the Tenant in respect of any breach by the Tenant of its obligations under this Agreement or with respect to the Residential Tenancies Act 1997 shall preclude the Landlord from subsequently exercising its rights in respect of this Agreement or in accordance with the Residential Tenancies Act 1997.

### 23. INSURANCE AND INDEMNITY

### 23.1 The Tenant agrees:

- (1) not to by act or omission, do anything which would cause any increase in the premium of any insurance the Landlord may have over the Premises (or their contents) or cause such insurance policy to be invalidated.
- (2) to pay the Landlord any excess or premium increase or charge by the Landlord's insurance company as a result of the acts or omissions of the Tenant or persons on the Premises with the consent of the Tenant. This does not include any increase in the premium as a result of actions by the Landlord or people acting with the Landlord's authority.
- (3) to be responsible for insuring the Tenant's own property.
- (4) the Landlord will provide a copy of relevant insurance policies to the Tenant.

### 24. LIABILITY STATEMENT

- 24.1 Where the Landlord, has complied with its obligations under this Agreement and the Residential Tenancies Act 1997, the Tenant, except in the case of negligence on the part of the Landlord, indemnifies the Landlord against any claims in respect of loss, damage or injury to persons or property for which the Landlord may become liable as a result of any act or omission by the Tenant or others on the Premises with the consent of the Tenant.
- 24.2 For the purpose of this Clause the Landlord shall include the Agent, contractors and permitted assigns.

### 25. RENT INCREASE

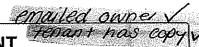
- 25.1 The Landlord must give the Tenant at least 60 days notice in the prescribed form in accordance with the Residential Tenancies Act 1997 of a proposed rent increase.
- 25.2 Under a fixed term tenancy a Landlord must not increase the rent before the term ends unless this Agreement provides for a rent increase within the fixed term.
- 25.3 The Landlord must not increase the rent at intervals of less than 12 months.
- 25.4 If the Tenant disagrees with the rent increase the Tenant may in accordance with Section 45 of the Residential Tenancies Act 1997 apply to the Director of Consumer Affairs Victoria to investigate and report. The Tenant must make an application within 30 days after receiving the notice of Rent increase.

ARM

26.	RE	EPAIRS		
26.1	(1)	) Urgent Repairs Contact:		
		The Landlord has authorised the following co	ntacts to approve Urgent Repa	rs:
		Agent: Ves No	Phon	e: (02)6076 2054 Limit: \$0.00
		Other:	Phon	e: (02)6076 2054 Limit: \$0.00
		Urgent Repairs.		m amount the contact is authorised to approve for
	. ,	or available, the Landlord.	-	there there is no Urgent Repairs Contact nominated
26.2		e Tenant may arrange for a suitably qualified p		
		immediately carry out the repairs, or		o get an Urgent Repairs Contact or the Landlord to
~~ ~		after taking reasonable steps the Tenant is un		
26.3	for pro	the reasonable costs of the repairs up to a v	alue of \$1800.00 (or such oth	26.2 the Landlord is liable to reimburse the Tenant er amount that may be prescribed) including GST, such repairs (including relevant accounts) within 14
26.4	Urg	gent Repairs: (as defined in the Act) means ar	y work necessary to repair or r	emedy:
	` '	a burst water service; or		
	٠.	a blocked or broken lavatory system; or		
	٠,	a serious roof leak; or a gas leak; or		
	٠.	a dangerous electrical fault; or		
		flooding or serious flood damage; or		
		serious storm or fire damage; or		
		heating or laundering; or		e Landlord on the Premises for hot water, cooking,
		a failure or breakdown of the gas, electricity of		
	(10,	substantial water waste; or	ire provided by the Candiord ti	nat uses or supplies water that will or may result in
	(11)	I) any fault or damage that causes the Premise	to be unsafe or not secure, or	
	(12)	2)a serious fault in a lift or staircase		
26.5		r non-urgent repairs the Tenant should contact:		
		where there is a managing agent, the Agent; otherwise, the Landford		
			**************************************	
		NDLORD'S ACCESS TO THE PREMISES		
	only	ly enter the residential Premises in the following	circumstances:	andlord, during the currency of this Agreement may number of occasions, if the Tenant gets reasonable
	(1)	notice on each occasion (at least 24hours)	mongagees on a reasonable	number of occasions, it the renant gets reasonable
		days of the termination date for the purposes	of showing the Premises to a p	a notice of entry may only be exercised within 14 rospective tenant.
	(3)	to erect signage for purposes connected with	the sale or letting of the Premis	es.
		applicable Act.  Other:	der the Residential Tenancie	es Act 1997, the Tenancy Agreement or any other
			***************************************	
		•		
			***************************************	
			•••••	
		te: In exercising its rights under this Clause the	Landlord will minimize interfere	ence with the Tenant's right of quiet enjoyment.
		NANT'S ACKNOWLEDGEMENT		
	Land Add	ndlord or the Agent not contained in this Agree	ment or as otherwise set out i	ns, statements or warranties made or given by the in the schedule hereto and confirms the terms and ent form the whole of the Agreement between the
28.2	No:	<b>∤</b>	greement will be valid unles	ss in writing and signed by the Tenant and the

	The Landlord's Agent must comply with the provisions of the Australian Privace	Principles (Privacy Act 1988 (CTH)) and where
202	required maintain a Privacy Policy.  The Privacy Policy outlines how the Landlord's Agent collects and uses Person	and Information provided by you as the Tenant or
25.2	obtained by other means, to provide the services required by you or on your beha	
29.3	You as the Tenant agree the Landlord's Agent may, subject to the Privacy Ac disclose such information to:	1
	(1) the Landlord of the Premises to which this Agreement applies, insofar as suleasing of the Premises; and/or	th information is relevant to the managing and/or
	(2) (subject to the provisions of Part 10A of the Residential Tenancies Act 199 enabling a proper assessment of the risk in providing you with the tenancy 439E of the Residential Tenancies Act 1997, tenancy agreement breaches;	ιήd if applicable listing, in compliance with Section
	(3) previous managing agents or landlords and nominated referees to confirm inf	
	(4) tradespeople and similar contractors engaged by the Landlord/Landlord's A	gent in order to facilitate the carrying out of works
	with respect to the Premises; and/or  (5) the Landlord's insurance companies; authorised real estate personnel; cour	to and tribunals and other third parties as may be
	required by the Landlord's Agent relating to the administration of the Pren and/or	is and thousand outer third parties as may be nises and use of the Landlord's Agent's services;
	(6) a utility connection provider where you request the Landlord's Agent to faci utility services; and/or	litate the connection and/or disconnection of your
	(7) Owners Corporations	
29.4	Documents or copies of documents provided to establish the identity of the Te Tenant, will be retained by the Landlord's Agent in accordance with the Australia purpose other than confirming the identity of such person/s.	
	Without provision of certain information the Landlord's Agent may not be able to Agreement.	
29.6	The Tenant has the right to access such Personal Information and may requincomplete, out of date or irrelevant information.	ire correction or amendment of any inaccurate,
29.7	The Landlord's Agent will provide (where applicable), on request, a copy of its Pri	vacy Policy.
30.	DATA COLLECTION	
***************************************	Upon signing this Agreement the parties agree the Landlord's Agent, and the for may without disclosing Personal Information collect, use and disclose to Data Agreement.	m completion service provider providing this form, Collection Agencies information contained in this
31.	DEFINITIONS	
	In Additional Terms 29 and 30 the following terms, where they appear, mean:	
	<ol> <li>Data Collection Agency: means an agency or organisation that collects estate, finance and property valuation industries to enable data analysis.</li> <li>Personal Information: means personal information as defined in the Privace</li> </ol>	
32.		1
	OTHER ADDITIONAL TERMS	
33.	SIGNATURES	
nuvas un nome	SIGNATURES	
nuvas un nome	SIGNATURES  By signing this Agreement the Tenant/s:  • agree to lease the Premises on the terms and conditions contained herein.	
nuvas un nome	SIGNATURES By signing this Agreement the Tenant/s:	ants booklet as published by the Consumer Affairs
nuvas un nome	SIGNATURES  By signing this Agreement the Tenant/s:  • agree to lease the Premises on the terms and conditions contained herein.  • acknowledge having received of a copy of Renting a Home: A Guide for Ten	ants booklet as published by the Consumer Affairs
nuvas un nome	SIGNATURES  By signing this Agreement the Tenant/s:  • agree to lease the Premises on the terms and conditions contained herein.  • acknowledge having received of a copy of Renting a Home: A Guide for Ten Victoria, at the start of the tenancy.	ants booklet as published by the Consumer Affairs
nuvas un nome	SIGNATURES  By signing this Agreement the Tenant/s:  • agree to lease the Premises on the terms and conditions contained herein.  • acknowledge having received of a copy of Renting a Home: A Guide for Ten Victoria, at the start of the tenancy.  Signed by the Landlord/Landlord's Agent:	ents booklet as published by the Consumer Affairs
nuvas un nome	SIGNATURES  By signing this Agreement the Tenant/s:  • agree to lease the Premises on the terms and conditions contained herein.  • acknowledge having received of a copy of Renting a Home: A Guide for Ten Victoria, at the start of the tenancy.  Signed by the Landlord/Landlord's Agent:  Signature:	ants booklet as published by the Consumer Affairs
nuvas un nome	SIGNATURES  By signing this Agreement the Tenant/s:  • agree to lease the Premises on the terms and conditions contained herein.  • acknowledge having received of a copy of Renting a Home: A Guide for Ten Victoria, at the start of the tenancy.  Signed by the Landlord/Landlord's Agent:  Signature:  Signature:  Signature of Tenant(s):	ants booklet as published by the Consumer Affairs
33.	SIGNATURES  By signing this Agreement the Tenant/s:  • agree to lease the Premises on the terms and conditions contained herein.  • acknowledge having received of a copy of Renting a Home: A Guide for Ten Victoria, at the start of the tenancy.  Signed by the Landlord/Landlord's Agent:  Signature:  Signature:  Signature:  Signature of Tenant(s):  Tenant 1:  Manda Adad Adad A.  Tenant 2:	ants booklet as published by the Consumer Affairs  AUVICREPM013 v2.8 (Page 7 of 7)

29. PRIVACY



Residential Tenancies Act 1997 (Section 26(1))

Residential Tenancies Regulations 2019 (Regulation 8(1))

(Note: Where there is insufficient space in any Item place details in an Annexure and refer to the Annexure in the Item)

#### IMPORTANT NOTES ABOUT THIS AGREEMENT

- 1. As this is a binding Agreement between the parties the Tenant is entitled to have time to read this Agreement and to obtain appropriate advice if necessary. (For advice, contact Consumer Affairs on 1300 55 81 81 prior to signing this Agreement).
- The Landlord is required to give the Tenant a completed signed copy of this Agreement within 14 days of signing for the Tenant to keep.
- 3. All attachments accompanying this Agreement must be signed and dated as acknowledgement they have been read and agreed to by both parties.
- 4. At the start of the tenancy the Landlord or the Landlord's Agent must give the Tenant a copy of the Renting a Home: A Guide for Tenants bookiet as published by the Consumer Affairs Victoria.

5.	5. Both parties should retain a signed copy of this Agreement for your records and future reference.					
AGI	REEMENT					
This	Agreement is made on the 28th day of January 20	21				
at:	64 Hanson Street, Corryong VIC 3707					
BET	WEEN					
LAN	IDLORD AND LANDLORD'S LETTING AGENT (Provide an ACN if applicable)					
Lan	Landlord: Rob Owen ACN:					
Add	ress:	ABN:	***********			
Ema	pit;	Phone:	*********			
	OSE LETTING AGENT IS (if applicable)  Landlord's Letting Agent is not responsible for this Agreement after signing. See C	lause 32				
Age	nt: Costello Rural Pty Ltd T/as Costello Rural	ACN:	634 293 002			
Add	ress: 64 Hanson Street, Corryong, VIC, 3707	ARNI	22 634 293 002			
Ema	ail: rentals@costellorural.com.au	Phone:	( 02 ) 6076 2054			
ANE	)					
TEN	IANT (Provide an ACN if applicable)		:			
Nan	ne/s: David Bazeley					
Add	ress: 4/154 Harris Street, Corryong VIC 3707					
Pho	ne/s: 0412 301 103	A CALL				
1.	PREMISES					
	The landlord lets the Premises known as:					
	4/154 Harris Street, Corryong VIC 3707					
	together with those items indicated in the schedule (strike out if not applicable).		=			
2.	2. RENT					
	The rent amount is: \$180.00 The date the first rent payment is due: 1					
		of each month when the rent				
	Place of Payment: Costello Rural Pty Ltd Vic Trust t/a Costello Rural Bendig	o Bank BSB: 633000 Acco	unt: 167671544			
3.	BOND					
	The Tenant must pay a bond of \$391.00 to the Landford/Agent on 20	,	laukal Tananalaa Daga			
	In accordance with the Residential Tenancies Act 1997, the landlord must loc	ige the bond with the Resid	ential Tenancies Bong			
	Authority within 10 business days after receiving the bond.  If there is more than one Tenant and they do not contribute equally to the total bond, the amounts they each contribute are listed					
	here:					
	Tenant's Name	THE TOTAL PROPERTY AND ADDRESS OF THE TOTAL PROPERTY ADDRESS OF THE TOTAL PROPERTY AND ADDRESS OF THE TOTAL PROPERTY ADDRESS	Bond Amount			
	David Bazeley		\$391.00			
			******************************			
	If the Tenant does not receive a bond receipt from the Residential Tenancies B	and Authority within 15 bus	iness days of paying a			
	bond, the Tenant should contact the Residential Tenancies Bond Authority (1300	13 71 64).	, ,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,			

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<b>!</b> ——		1
4.	PERIOD	
	[Tick applicable Period]	
	(a) The period of the Agreement is	12 months
	commencing on the 22nd da	ay of January 20 21
		of January 20 22
	****	in accordance with the Residential Tenancies Act 1997, the Agreement will continue as
	a periodic tenancy.	
	OR	
	(b) The Agreement will commence from	m the day of 20 and continue until
	terminated in accordance with the	Residential Tenancies Act 1997.
4A	. CONSENT TO ELECTRONIC SERVICE	
·	(1) Express Consent	
	The TENANT: [Check one box only]	
		of notices and other documents in accordance with the requirements of the Electronic
	Transactions (Victoria) Act 2000	at this email address:
	Email address davidbazeleyn	obile@yahoo.com.au
	OR	
	Does Not Consent to the electronic	service of notices and other documents.
	The LANDLORD: [Check one box only	y)
	Consents to the electronic service	of notices and other documents in accordance with the requirements of the Electronic
	Transactions (Victoria) Act 2000	at this email address:
	Email address rentals@coste	liorural.com.au
	OR	
	Does Not Consent to the electronic	service of notices and other documents.
	(2) Inferred Consent	
	If the TENANT or the LANDLORD (a	s the case may be) has not consented to electronic service under subclause (1), the
	electronic communications.	infer consent to electronic service from the receipt or response to emails or other
	(3) Change of Electronic Address	
		t immediately give notice in writing to the other party if the email address for electronic
	service under subclause (1) changes.	y 3
	(4) Withdrawal of Consent	
	(a) The TENANT or the LANDLORD n	nay withdraw their consent under subclause (1) to electronic service of notices and other
	documents only by giving notice in  (b) Following the giving of notice and	writing to the other party.  er paragraph (a), no further notices or other documents are to be served by electronic
	communication.	by paragraph (a), no further notices of other documents are to be served by electronic
5.	CONDITION OF THE PREMISES	
·	The LANDLORD must -	
	(a) ensure that the Premises are maintained	
	(b) if the Landlord owns or controls the com	mon areas relating to those Premises, take reasonable steps to ensure that the common
	areas are maintained in good repair.	
6.	DAMAGE TO THE PREMISES	
	(a) The TENANT must ensure that care is to	aken to avoid damaging the rented Premises.
	(b) The TENANT must take reasonable can (c) The TENANT who becomes aware of di	amage to the rented Premises must give notice to the LANDLORD of any damage to the
	Premises as soon as practicable.	and the refined i remises must give route to the LANDLORD of any damage to the
7.	CLEANLINESS OF THE PREMISES	
	(a) The LANDLORD must ensure that the	Premises are in a reasonably clean condition on the day on which it is agreed that the
	I ENANT IS to enter into occupation of the	ę Premises.
	(b) The TENANT must keep the Premises in	a reasonably clean condition during the period of Agreement.
L	USE OF PREMISES	
	(a) The TENANT must not use or allow the	Premises to be used for any illegal purpose.
	(b) The TENANT must not use or allow the with the reasonable peace comfort or or	Premises to be used in such a manner as to cause a nuisance or cause an interference ivacy of any occupier of neighbouring premises.
	and reasonable peace, without of pr	racy of any occupies of neighbouring premises.
		7
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		1
9.	QUIET ENJOYMENT	
	The LANDLORD must take all reasonable steps to ensure that the TENANT has qu	jet enjoyment of the Premises.
10.	ASSIGNMENT OR SUB-LETTING	
	<ul> <li>(a) The TENANT must not assign or sub-let the whole or any part of the Premise The LANDLORD's consent must not be unreasonably withheld.</li> <li>(b) The LANDLORD must not demand or receive any fee or payment for the conseincurred by the Landlord in relation to the preparation of a written assignment or</li> </ul>	ent, except in respect of any fees, costs or charges
11.	RESIDENTIAL TENANCIES ACT 1997	
·	Each party must comply with the Residential Tenancies Act 1997.	
	(NOTE: Reference should be made to the Residential Tenancies Act 1997 for furt	her rights and duties.)
	SCHEDULE OF ITEMS (See Clause	1)
		1
	ADDITIONAL TERMS	
	ional terms which do not take away any of the rights and duties included in the Re	esidential Tenancies Act 1997 may be set out in
Any	ection additional terms must also comply with the Unfair Contract Terms under Part 2: act Consumer Affairs Victoria on 1300 55 81 81 for further information or visit www.	3 of the Australian Consumer Law (Victoria).
12.	TENANTS	
<u> </u>	All persons using the Premises as Tenants or otherwise must comply with the p	provisions of this Agreement and the Residential
	Tenancies Act 1997 and other relevant legislation and regulations. Any proposed to the Landlord.	d change in Tenants must be immediately notified
13.	CARE OF THE PREMISES	<u> </u>
13.1	The Tenant agrees:	
	<ol> <li>not to paint, mark or deface the Premises internally or externally or use nails, of the Landlord.</li> </ol>	screws or adhesives without prior written consent
	(2) to place all household rubbish in the bin provided by the local authority and p for collection and remove the bin to the Premises promptly after it has been er	inplied and return it to its allotted place.
	(3) not to use any sink, basin, toilet, drain or like facility in or connected to the Pranything that might damage or block the plumbing drainage or sewerage s Landlord of any blockage or defect.	emises for other than their intended use nor to do ervicing the Premises and to promptly notify the
	(4) not to affix any television antenna, satellite dish or cabling to the Premises with	
	<ul><li>(5) not to hang washing, or other articles anywhere but in areas provided or desig</li><li>(6) to maintain all garden areas including watering (subject to any council restr</li></ul>	
	lawn and removing garden rubbish (including pet waste) from the Premises.  (7) to replace, at the Tenant's cost, blown or damaged light bulbs or fluro tubes a of the tenancy. Where such damage has been occasioned by the Landlord or replace light bulbs and fluro tubes.	nd ensure all are in a working condition at the end its Agent it shall be the Landlord's responsibility to
	(8) not to carry out any mechanical repairs to machinery (including cars and Premises.	or boats) which the Tenant may bring onto the
	(9) where the Landlord's consent has been obtained in respect of Clause 13. condition of consent, that the Tenant return the Premises to its original condition.	1(1) and 13.1(4) the Landlord may require, as a on at the end of the Tenancy.
	(10) where a product, fixture or fitting provided with the Premises has a warning not to deface, damage or remove such label.	abel or safety instructions attached the Tenant is
	(11)Other:	
		n
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14.	SMOKE ALARMS
14.1	The Tenant agrees:
	(1) not to remove or interfere with the operation of any smoke alarm installed on the residential Premises except with reasonable excuse, and
	(2) to notify the Landlord in writing promptly if any smoke alarm installed on the residential Premises is not functioning properly.
15.	PAYMENT OF COUNCIL RATES, LAND TAX, WATER AND OTHER CHARGES
15.1	In accordance with Section 52 of the Residential Tenancies Act 1997, the Tenant is liable for payment of:
	(1) where the Premises are separately metered:
	(a) all charges in respect of the supply or use of electricity, gas, or oil. This excludes installation costs and charges in respect of the initial connection of such services to the Premises and the charges for the supply or hire of gas bottles.
	<ul> <li>(b) the cost of all water supplied where it is based solely on the amount of water supplied.</li> <li>(c) that part of the charge that is based on the amount of water supplied if the cost of water supplied is only partly based on the</li> </ul>
	amount of water supplied.
	(d) all sewerage disposal charges imposed in respect of the Premises during the Tenancy Agreement.
	Note: with respect to water and sewerage the Owner must notify the Authority in accordance with Section 273A(c) of the Water Act 1989.
	(2) all charges in respect of the use of bottled gas at the Premises during the term of this Agreement.
15.2	The Landlord is responsible for the following charges where the supply is not separately metered:
	(1) electricity
	(2) non bottled gas (3) oil
	(4) water supply service and water supplied
	(5) sewerage disposal charges.
15.3	(1) The Tenant must pay any expenses in relation to the Tenant changing utility suppliers including disconnection and reconnection fees.
	(2) Should the Landlord, Tenant or persons on the Premises with the permission or authority of either the Landlord or the Tenant
	damage or disconnect a utility servicing the Premises, the party who is at fault will be responsible for rectifying the damage or disconnection and paying all associated costs.
16.	ALTERATIONS AND ADDITIONS TO THE PREMISES
16.1	The Tenant agrees:
	(1) not to install any fixture or renovate, alter or add to the Premises without the Landlord's written permission, and
	(2) not to remove, without the Landlord's written permission, any fixture attached by the Tenant, and
	(3) not to alter, remove or add any lock or security device without the Landlord's agreement, and in such case to provide the Landlord with a copy of the key or access codes, and
	(4) to notify the Landlord of any damage caused by removing any fixture attached by the Tenant, and
	(5) to repair any damage caused by removing the fixture or reimburse the Landlord for the reasonable costs of repair.
17.	TENANT'S USE OF PREMISES
17.1	The Tenant may use the Premises only as a place of residence. Should the Tenant wish to use the Premises for a purpose other than or in addition to a residence, the Landlord's consent must first be obtained.
17.2	The Tenant must not carry out commercial or industrial activities or create any nuisance to adjoining neighbours.
	The Tenant must take such actions as may be reasonable to prevent persons on the Premises with the Tenant's authority (apart from the Landlord or those acting under the Landlord's authority) from causing damage to the Premises.
17.4	The Tenant may not grant other person's the right to occupy or use the whole or part of the Premises for the Tenant's commercial gain, whether by written or verbal agreement with the other person's, without the Landlord's consent having been first obtained. The
	Landlord must act reasonably.
18.	PETS
18.1	The Tenant may keep pets on the Premises only as permitted in this Agreement or where written permission has been given by the
	Landlord to the Tenant subject to this Agreement. The Landlord's consent will not be unreasonably withheld.  Note: It will not be unreasonable for permission to be withheld where the granting of such permission would contravene the rules of the Owners Corporation.
19.	OWNERS CORPORATION
<u></u>	The Premises is subject to the Owners Corporation Act 2006: Yes No (if 'yes' clause 19 applies)
19,1	The Landlord must give the Tenant a copy of the rules of the Owners Corporation under the Owners Corporation Act 2006 at the
	commencement of occupation and a copy of the consolidated rules of the Owners Corporation as soon as possible after it is lodged with the Registrar.
19.2	The Tenant must comply with the rules of the Owners Corporation.
19.3	End and the state of the state
20.	signing of this Agreement by the Agent/Landlord. Initial:
	In accordance with Section 428 of the Residential Tenancies Act 1997 (Act) the Tenant must not refuse to pay rent on the grounds
ÆU. I	that the Tenant intends to regard as rent paid by the Tenant the bond or any part of the bond paid in respect of the rented Premises.  Breach of this obligation by the Tenant will allow action to be taken under the Act and penalties may be imposed.
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- 21.1 The Tenant must promptly rectify any breach and pay the reasonable expenses of such rectification.
- 21.2 If the Tenant is in breach of the obligations under this Agreement (including its obligations to maintain the Premises) the Landlord may, where the Tenant has not done so promptly, rectify such breach and claim the cost of such rectification from the Rental Bond or the Tenant
- 21.3 Should the Tenant be in breach of its obligations under the Agreement resulting in default and termination of this Agreement before the end date, the Tenant is not released from its obligations under this Agreement and must pay damages, which damages may include any losses incurred by the Landlord with respect to rental, outgoings, letting and marketing expenses and otherwise. The Landlord has an obligation to mitigate its damages.

### 22. TERMINATION (END OF OCCUPANCY)

- 22.1 The Tenant must give the Landlord written notice of its intention to vacate the Premises in accordance with Section 235 of the Residential Tenancies Act 1997 in the approved form, such notice being not less than 28 days prior to the tenancy expiry date, to the Landlord in the approved form of its intention to vacate the Premises.
- 22.2 Where the Tenant, with the consent of the Landlord, remains in occupation after the expiration of the term, the Tenant does so under a periodic tenancy and must give the Landlord a notice of its intention to vacate in accordance with Clause 22.1.
- 22.3 The Landlord requiring possession of the Premise at the end of the term must give the Tenant notice in accordance with the Residential Tenancies Act 1997.
- 22.4 On termination of this Agreement whether on expiry of a fixed term, by agreement between the parties or otherwise in accordance with the Residential Tenancies Act 1997 the Tenant agrees to:
  - (1) deliver vacant possession
  - (2) deliver up all keys and security devices
  - (3) leave the Premises as nearly as possible in the same condition (fair wear and tear excepted) as set out in the condition report for the residential Premises.
  - (4) remove all of the Tenant's property (including fixtures where required) and belongings from the Premises including rubbish and property on the Premises not the property of the Landlord.
  - (5) advise as soon as possible of the Tenant's contact address
  - (6) ensure carpets are left in a similar condition to their condition at the start of tenancy. If cleaning is required they should be professionally cleaned by a qualified carpet cleaner.
- 22.5 Failure by the Tenant to carry out any of its obligations under this Agreement and on termination will entitle the Landlord to claim damages in respect of any expenses incurred or rental lost. The Landlord must take reasonable steps to mitigate its damages.
- 22.6 The termination of this Agreement by notice or otherwise shall not affect either party's right to compensation for damages arising from breach of the terms of this Agreement.
- 22.7 No forbearance by the Landlord to exercise its rights against the Tenant in respect of any breach by the Tenant of its obligations under this Agreement or with respect to the Residential Tenancies Act 1997 shall preclude the Landlord from subsequently exercising its rights in respect of this Agreement or in accordance with the Residential Tenancies Act 1997.

### 23. INSURANCE AND INDEMNITY

- 23.1 The Tenant agrees:
  - (1) not to by act or omission, do anything which would cause any increase in the premium of any insurance the Landlord may have over the Premises (or their contents) or cause such insurance policy to be invalidated.
  - (2) to pay the Landlord any excess or premium increase or charge by the Landlord's insurance company as a result of the acts or omissions of the Tenant or persons on the Premises with the consent of the Tenant. This does not include any increase in the premium as a result of actions by the Landlord or people acting with the Landlord's authority.
  - (3) to be responsible for insuring the Tenant's own property.
  - (4) the Landlord will provide a copy of relevant insurance policies to the Tenant.

### 24. LIABILITY STATEMENT

- 24.1 Where the Landlord, has complied with its obligations under this Agreement and the Residential Tenancies Act 1997, the Tenant, except in the case of negligence on the part of the Landlord, indemnifies the Landlord against any claims in respect of loss, damage or injury to persons or property for which the Landlord may become liable as a result of any act or omission by the Tenant or others on the Premises with the consent of the Tenant.
- 24.2 For the purpose of this Clause the Landlord shall include the Agent, contractors and permitted assigns.

### 25. RENT INCREASE

- 25.1 The Landlord must give the Tenant at least 60 days notice in the prescribed form in accordance with the Residential Tenancies Act 1997 of a proposed rent increase.
- 25.2 Under a fixed term tenancy a Landlord must not increase the rent before the term ends unless this Agreement provides for a rent increase within the fixed term.
- 25.3 The Landlord must not increase the rent at intervals of less than 12 months.
- 25.4 If the Tenant disagrees with the rent increase the Tenant may in accordance with Section 45 of the Residential Tenancies Act 1997 apply to the Director of Consumer Affairs Victoria to investigate and report. The Tenant must make an application within 30 days after receiving the notice of Rent increase.

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26.	REPAIRS	
26.1	(1) Urgent Repairs Contact:	
	The Landlord has authorised the following	g contact to approve Urgent Repairs:
		Phone: 0438 127 557 Limit:
	Name: The Agent is not authorised to approve U	7 TO 221 TO 1
	Note: The Limit specified for the Urgent	Repairs Contact is the maximum amount the contact is authorised to approve for Urgent
	Repairs.  (2) For Urgent Repairs the Tenant should nominated or available, the Landlord.	d notify the Urgent Repairs Contact or where there is no Urgent Repairs Contact
26.2	The Tenant may arrange for a suitably qualif	ied person to make Urgent Repairs if:
20.2	(1) after giving notice in accordance with CI	ause 26.1(2) the Tenant is unable to get the Urgent Repairs Contact or the Landlord to
	immediately carry out the repairs, or	t is unable to notify the Urgent Repairs Contact or the Landlord.
26.3	Where the Tenant has arranged for Urgent	Repairs in accordance with Clause 26.2 the Landlord is liable to reimburse the Tenant
	for the reasonable costs of the repairs up to provided the Tenant has given the Landlord being carried out.	o a value of \$1800.00 (or such other amount that may be prescribed) including GS1, written notice of such repairs (including relevant accounts) within 14 days of the repairs
26.4	Urgent Repairs: (as defined in the Act) mea	ns any work necessary to repair or remedy:
	(1) a burst water service; or	
	(2) a blocked or broken lavatory system; or	
	(3) a serious roof leak; or	
	(4) a gas leak; or	
	(5) a dangerous electrical fault; or	
	(6) flooding or serious flood damage; or	
	(7) serious storm or fire damage; or	service or appliance provided by the Landlord on the Premises for hot water, cooking,
	heating or laundering; or	
	(9) a failure or breakdown of the gas, electric	icity or water supply to the Premises; or or fixture provided by the Landlord that uses or supplies water that will or may result in
	substantial water waste; or	
	(11) any fault or damage that causes the Pre	mises to be unsafe or not secure, or
00.5	(12) a serious fault in a lift or staircase	ate at the Landley Unions atherwise instructed in writing by the Landley
26.5		ntact the Landlord unless otherwise instructed in writing by the Landlord.
27.	LANDLORD'S ACCESS TO THE PREMISE	
27.1	only enter the residential Premises in the foll	
	notice on each occasion (at least 24hour	·
	days of the termination date for the purp	intention to vacate has been given, a notice of entry may only be exercised within 14 oses of showing the Premises to a prospective tenant.
	(3) to erect signage for purposes connected	
		uty under the Residential Tenancies Act 1997, the Tenancy Agreement or any other
	applicable Act.	
	(5) Other:	
	Note: In exercising its rights under this Claus	se the Landlord will minimize interference with the Tenant's right of quiet enjoyment.
28.	TENANT'S ACKNOWLEDGEMENT	
28.1	In entering into this Agreement the Tenant	has not relied on any representations, statements or warranties made or given by the
	Landlord or the Agent not contained in this	Agreement or as otherwise set out in the schedule hereto and confirms the terms and al Terms) contained in this Agreement form the whole of the Agreement between the
	parties.	
28.2	No amendment, alteration or addition to Landlord/Agent.	this Agreement will be valid unless in writing and signed by the Tenant and the
29.	PRIVACY	
29.1	The Landlord's Letting Agent must comply where required maintain a Privacy Policy.	with the provisions of the Australian Privacy Principles (Privacy Act 1988 (CTH)) and
29.2	· · ·	d's Letting Agent collects and uses Personal Information provided by you as the Tenant,
29.3	You as the Tenant agree the Landlord's Lett	ting Agent may, subject to the <b>Privacy Act 1988 (CTH)</b> (where applicable), collect, use
		his Agreement applies, insofar as such information is relevant to the managing and/or
	leasing of the Premises; and/or	- ·

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29.	PRIVACY (Conti	nued)	
	enabling a pro 439E of the Re	provisions of Part 10A of the Residential Tenancies Act 1997 per assessment of the risk in providing you with the tenancy ar sidential Tenancies Act 1997, tenancy agreement breaches; a ging agents or landlords and nominated referees to confirm info	nd if applicable listing, in compliance with Section
29.4	Documents or cop Tenant, will be reta	ies of documents provided to establish the identity of the Tellined by the Landlord's Letting Agent in accordance with the Author confirming the identity of such person/s.	nant or persons entitled to deal on behalf of the
29.5	The Tenant has the	ne right to access such Personal Information and may requidate or irrelevant information.	re correction or amendment of any inaccurate,
29.6	The Landiord's Lett	ing Agent will provide (where applicable), on request, a copy of	its Privacy Policy.
30.	DATA COLLECTION		
,	Upon signing this A form, may without of Agreement.	greement the parties agree the Landlord's Letting Agent, and the lisclosing Personal Information collect, use and disclose to Data	e form completion service provider providing this Collection Agencies information contained in this
31.	DEFINITIONS		
	(1) Data Collection estate, finance	29 and 30 the following terms, where they appear, mean: in Agency: means an agency or organisation that collects reand property valuation industries to enable data analysis.  mation: means personal information as defined in the Privacy	
32,	LANDLORD'S LET	TING AGENT'S RELEASE	
32.1	The Landlord has a Landlord's Agent a used.	appointed the Landlord's Agent for the purposes of this Residere to be read as applying only to the Landlord except where	ential Tenancy Agreement. All references to the the term Landlord's Letting Agent is specifically
32.2	The Tenant acknow are to be referred d	rledges and confirms that after signing this Agreement all matter irectly to the Landlord.	s relating to this Residential Tenancy Agreement
33.	OTHER ADDITION	AL TERMS	:
	SIGNATURES		
	<ul> <li>By signing this Agre</li> <li>agree to lease to</li> </ul>	ement the Tenant/s: he Premises on the terms and conditions contained herein.	
	<ul> <li>acknowledge has</li> </ul>	aving received of a copy of Renting a Home: A Guide for Tenar tart of the tenancy.	ts booklet as published by the Consumer Affairs
	Signed by the Land	flord/Landlord's Agent:	
:	Signature of/Tenan	t(s):	•
	Tenant 1:	Tenant 2:	·
	Tenant 3:	Tenant 4:	

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Residential Tenancies Act 1997 (Section 26(1))

Residential Tenancies Regulations 2019 (Regulation 8(1))

(Note: Where there is insufficient space in any Item place details in an Annexure and refer to the Annexure in the Item)

### IMPORTANT NOTES ABOUT THIS AGREEMENT

- 1. As this is a binding Agreement between the parties the Tenant is entitled to have time to read this Agreement and to obtain appropriate advice if necessary. (For advice, contact Consumer Affairs on 1300 55 81 81 prior to signing this Agreement).
- The Landlord is required to give the Tenant a completed signed copy of this Agreement within 14 days of signing for the Tenant to keep.
- 3. All attachments accompanying this Agreement must be signed and dated as acknowledgement they have been read and agreed to by both parties.
- 4. At the start of the tenancy the Landlord or the Landlord's Agent must give the Tenant a copy of the Renting a Home: A Guide for Tenants booklet as published by the Consumer Affairs Victoria.
- 5. Both parties should retain a signed copy of this Agreement for your records and future reference.

AGI	REEMENT			
This	Agreement is made on the 25th day of July 20 19			
at:	64 Hanson Street, Corryong Vic 3707			
BET	WEEN			
LAN	IDLORD AND LANDLORD'S AGENT (Provide an ACN if applicable)			
Land	dlord: R & V Owen	ACN:	***************************************	
Add	ress:	ABN;		
Ema	ill:			
WHO	OSE AGENT IS (if applicable)			
Age	nt Costello Rural Pty Ltd T/as Costello Rural	ACN:	************	
Add	ress: 64 Hanson Street, Corryong, VIC, 3707	ABN:	***************************************	
Ema	il:	Phone:		
AND	)			
TEN	ANT (Provide an ACN if applicable)			
Nam	e/s: Jessica Glabbatz		************************	
			*********	
Addı	ress: 5/154 Harris Street, Corryong Vic 3707		***************************************	
Pho	1e/s \$ 0429 635 158 OH 29169491 \$7	ACN:		
1.	PREMISES			
	The landlord lets the Premises known as:			
	5/154 Harris Street, Corryong Vic 3707	***************************************		
$\overline{}$	together with those items indicated in the schedule (strike out if not applicable).			
<u> </u>	RENT			
	The rent amount is: \$250.00 The date the first rent payment is due: 26/	*************		
	***************************************	ach month when the rent		
	Place of Payment Purling Pty Ltd t/a Costello Rural Vic Trust Acct Bendig	o Bank BSB 633000 A	count 124274739	
3.	BOND			
	The Tenant must pay a bond of \$543.00 to the Landlord/Agent on 26 / 07			
	In accordance with the Residential Tenancies Act 1997, the landlord must lodge Authority within 10 business days after receiving the bond.	the bond with the Reside	ential Tenancies Bond	
	If there is more than one Tenant and they do not contribute equally to the total bo	id, the amounts they ead	h contribute are listed	
	here:	•		
	Tenant's Name		Bond Amount	
			\$0.00	
		**********	\$0.00	
			\$0.00	
			\$0.00	
	If the Tenant does not receive a bond receipt from the Residential Tenancies Bond Authority within 15 business days of paying a bond, the Tenant should contact the Residential Tenancies Bond Authority (1300 13 71 64).			

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4.	PEF	RIOD	
	[Tic	k applicable Period]	
	<b>V</b>	(a) The period of the Agreement is 12 months	
		commencing on the 26th day of July 20 19	
		and ending on the 25th day of July 20 20	••
		Unless the Agreement terminates in accordance with the Residential Tena	ncies Act 1997, the Agreement will continue as
		a periodic tenancy.	-
	OR		
	Ш	(b) The Agreement will commence from the day of	20 and continue until
		terminated in accordance with the Residential Tenancies Act 1997.	
4A.	CO	NSENT TO ELECTRONIC SERVICE	
	(1)	Express Consent	
		The TENANT: [Check one box only]	
		Consents to the electronic service of notices and other documents in acco Transactions (Victoria) Act 2000 at this email address:	rdance with the requirements of the Electronic
		Email address jessicaglabbatz@hotmail.com	
		OR	
		Does Not Consent to the electronic service of notices and other documents.	
		The LANDLORD: [Check one box only]	
		Consents to the electronic service of notices and other documents in acco Transactions (Victoria) Act 2000 at this email address:	rdance with the requirements of the Electronic
		Email address rentals@costellorural.com.au	
		OR	
		Does Not Consent to the electronic service of notices and other documents.	
	(2)	Inferred Consent	
	, ,	If the TENANT or the LANDLORD (as the case may be) has not consented TENANT or the LANDLORD must not infer consent to electronic service fro electronic communications.	to electronic service under subclause (1), the m the receipt or response to emails or other
	•	Change of Electronic Address  The TENANT or the LANDLORD must immediately give notice in writing to the service under subclause (1) changes.	e other party if the email address for electronic
	` '	Withdrawal of Consent  (a) The TENANT or the LANDLORD may withdraw their consent under subclaudocuments only by giving notice in writing to the other party.  (b) Following the giving of notice under paragraph (a), no further notices or communication.	
5.	CON	NDITION OF THE PREMISES	
·	The	LANDLORD must -	
		ensure that the Premises are maintained in good repair, and	t
		if the Landlord owns or controls the common areas relating to those Premises, tale areas are maintained in good repair.	ke reasonable steps to ensure that the common
6.		MAGE TO THE PREMISES	
		The TENANT must ensure that care is taken to avoid damaging the rented Premi	ses.
	(b)	The TENANT must take reasonable care to avoid damaging any common areas.	
		The TENANT who becomes aware of damage to the rented Premises must give	notice to the LANDLORD of any damage to the
		Premises as soon as practicable.	
7.		ANLINESS OF THE PREMISES	July and the day on which it is agreed that the
		The LANDLORD must ensure that the Premises are in a reasonably clean con TENANT is to enter into occupation of the Premises.	
	(b)	The TENANT must keep the Premises in a reasonably clean condition during the	period of Agreement.
8.		OF PREMISES	
	(b)	The TENANT must not use or allow the Premises to be used for any illegal purportine TENANT must not use or allow the Premises to be used in such a manner with the reasonable peace, comfort or privacy of any occupier of neighbouring processing the process of the	as to cause a nuisance or cause an interference

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$\overline{}$		
9.	QUIET ENJOYMENT	:
	The LANDLORD must take all reasonable steps to ensure that the TENANT has qui	et enjoyment of the Premises.
10.	ASSIGNMENT OR SUB-LETTING	1
	(a) The TENANT must not assign or sub-let the whole or any part of the Premiser	without the written consent of the LANDLORD.
	The LANDLORD's consent must not be unreasonably withheld.	
	(b) The LANDLORD must not demand or receive any fee or payment for the conser- incurred by the Landlord in relation to the preparation of a written assignment of	
11.	RESIDENTIAL TENANCIES ACT 1997	
Ę	Each party must comply with the Residential Tenancies Act 1997.	<u> </u>
	(NOTE: Reference should be made to the Residential Tenancies Act 1997 for furth	er rights and duties.)
	SCHEDULE OF ITEMS (See Clause 1	<u>;</u>
<u> </u>		
	ADDITIONAL TERMS	
Λddi	itional terms which do not take away any of the rights and duties included in the Re	sidential Tenancies Act 1997 may be set out in
	section	
4		)
Cont	additional terms must also comply with the Unfair Contract Terms under Part 2- tact Consumer Affairs Victoria on 1300 55 81 81 for further information or visit www.c	onsumer vic.gov.au.
		;
12.	TENANTS	
L	All persons using the Premises as Tenants or otherwise must comply with the pr	ovisions of this Agreement and the Residential
L	All persons using the Premises as Tenants or otherwise must comply with the premancies Act 1997 and other relevant legislation and regulations. Any proposed	ovisions of this Agreement and the Residential
L	All persons using the Premises as Tenants or otherwise must comply with the premancies Act 1997 and other relevant legislation and regulations. Any proposed to the Landlord.	ovisions of this Agreement and the Residential
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12.1	All persons using the Premises as Tenants or otherwise must comply with the proposed to the Landlord.  CARE OF THE PREMISES  The Tenant agrees:	ovisions of this Agreement and the Residential change in Tenants must be immediately notified
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14.	SMOKE ALARMS
14.1	The Tenant agrees:
	(1) not to remove or interfere with the operation of any smoke alarm installed on the residential Premises except with reasonable excuse, and
	(2) to notify the Landlord in writing promptly if any smoke alarm installed on the residential Premises is not functioning properly.
15.	PAYMENT OF COUNCIL RATES, LAND TAX, WATER AND OTHER CHARGES
15.1	In accordance with Section 52 of the Residential Tenancies Act 1997, the Tenant is liable for payment of:
	(1) where the Premises are separately metered:
	<ul> <li>(a) all charges in respect of the supply or use of electricity, gas, or oil. This excludes installation costs and charges in respect of the initial connection of such services to the Premises and the charges for the supply or hire of gas bottles.</li> </ul>
	(b) the cost of all water supplied where it is based solely on the amount of water supplied.
	(c) that part of the charge that is based on the amount of water supplied if the cost of water supplied is only partly based on the amount of water supplied.
	(d) all sewerage disposal charges imposed in respect of the Premises during the Tenancy Agreement.
	Note: with respect to water and sewerage the Owner must notify the Authority in accordance with Section 273A(c) of the Water Act 1989.
	(2) all charges in respect of the use of bottled gas at the Premises during the term of this Agreement.
15.2	The Landlord is responsible for the following charges where the supply is not separately metered:
	(1) electricity (2) non bottled gas
	(3) oil
	(4) water supply service and water supplied
	(5) sewerage disposal charges.
15.3	(1) The Tenant must pay any expenses in relation to the Tenant changing utility suppliers including disconnection and reconnection fees.
	(2) Should the Landlord, Tenant or persons on the Premises with the permission or authority of either the Landlord or the Tenant damage or disconnect a utility servicing the Premises, the party who is at fault will be responsible for rectifying the damage or disconnection and paying all associated costs.
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16.	ALTERATIONS AND ADDITIONS TO THE PREMISES
16.1	The Tenant agrees:  (1) not to install any fixture or renovate, alter or add to the Premises without the Landlord's written permission, and
	(1) not to install any fixture of reflovate, after of add to the Fremises without the Eagletia's written permission, any fixture attached by the Tenant, and
	(3) not to alter, remove or add any lock or security device without the Landlord's agreement, and in such case to provide the Landlord with a copy of the key or access codes, and
	(4) to notify the Landlord of any damage caused by removing any fixture attached by the Tenant, and
,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	(5) to repair any damage caused by removing the fixture or reimburse the Landlord for the reasonable costs of repair.
17.	TENANT'S USE OF PREMISES
	The Tenant may use the Premises only as a place of residence. Should the Tenant wish to use the Premises for a purpose other than or in addition to a residence, the Landlord's consent must first be obtained.
17.2	The Tenant must not carry out commercial or industrial activities or create any nuisance to adjoining neighbours.
	The Tenant must take such actions as may be reasonable to prevent persons on the Premises with the Tenant's authority (apart from the Landlord or those acting under the Landlord's authority) from causing damage to the Premises.
17.4	The Tenant may not grant other person's the right to occupy or use the whole or part of the Premises for the Tenant's commercial gain, whether by written or verbal agreement with the other person/s, without the Landlord's consent having been first obtained. The Landlord must act reasonably.
18.	PETS
į	The Tenant may keep gets on the Premises only as permitted in this Agreement or where written permission has been given by the
	Landlord to the Tenant subject to this Agreement. The Landlord's consent will not be unreasonably withheld.  Note: It will not be unreasonable for permission to be withheld where the granting of such permission would contravene the rules of
<del></del>	the Owners Corporation.
19.	OWNERS CORPORATION
	The Premises is subject to the Owners Corporation Act 2006: Yes V No (if 'yes' clause 19 applies)
	The Landlord must give the Tenant a copy of the rules of the Owners Corporation under the Owners Corporation Act 2006 at the commencement of occupation and a copy of the consolidated rules of the Owners Corporation as soon as possible after it is lodged with the Registrar.
	The Tenant must comply with the rules of the Owners Corporation.
19.3	The Tenant confirms a copy of the rules (and any advised amendments) of the Owners Corporation were provided on the signing of this Agreement by the Agent/Landlord.
20.	RENTAL BOND
20.1	In accordance with Section 428 of the Residential Tenancies Act 1997 (Act) the Tenant must not refuse to pay rent on the grounds that the Tenant intends to regard as rent paid by the Tenant the bond or any part of the bond paid in respect of the rented Premises. Breach of this obligation by the Tenant will allow action to be taken under the Act and penalties may be imposed.

R

- 21.1 The Tenant must promptly rectify any breach and pay the reasonable expenses of such rectification.
- 21.2 If the Tenant is in breach of the obligations under this Agreement (including its obligations to maintain the Premises) the Landlord may, where the Tenant has not done so promptly, rectify such breach and claim the cost of such rectification from the Rental Bond or the Tenant.
- 21.3 Should the Tenant be in breach of its obligations under the Agreement resulting in default and termination of this Agreement before the end date, the Tenant is not released from its obligations under this Agreement and must pay damages, which damages may include any losses incurred by the Landlord with respect to rental, outgoings, letting and marketing expenses and otherwise. The Landlord has an obligation to mitigate its damages.

### 22. TERMINATION (END OF OCCUPANCY)

- 22.1 The Tenant must give the Landlord written notice of its intention to vacate the Premises in accordance with Section 235 of the Residential Tenancies Act 1997 in the approved form, such notice being not less than 28 days prior to the tenancy expiry date, to the Landlord in the approved form of its intention to vacate the Premises.
- 22.2 Where the Tenant, with the consent of the Landlord, remains in occupation after the expiration of the term, the Tenant does so under a periodic tenancy and must give the Landlord a notice of its intention to vacate in accordance with Clause 22.1.
- 22.3 The Landlord requiring possession of the Premise at the end of the term must give the Tenant notice in accordance with the Residential Tenancies Act 1997.
- 22.4 On termination of this Agreement whether on expiry of a fixed term, by agreement between the parties or otherwise in accordance with the Residential Tenancies Act 1997 the Tenant agrees to:
  - (1) deliver vacant possession
  - (2) deliver up all keys and security devices
  - (3) leave the Premises as nearly as possible in the same condition (fair wear and tear excepted) as set out in the condition report for the residential Premises.
  - (4) remove all of the Tenant's property (including fixtures where required) and belongings from the Premises including rubbish and property on the Premises not the property of the Landlord.
  - (5) advise as soon as possible of the Tenant's contact address
  - (6) ensure carpets are left in a similar condition to their condition at the start of tenancy. If cleaning is required they should be professionally cleaned by a qualified carpet cleaner.
- 22.5 Failure by the Tenant to carry out any of its obligations under this Agreement and on termination will entitle the Landlord to claim damages in respect of any expenses incurred or rental lost. The Landlord must take reasonable steps to mitigate its damages.
- 22.6 The termination of this Agreement by notice or otherwise shall not affect either party's right to compensation for damages arising from breach of the terms of this Agreement.
- 22.7 No forbearance by the Landlord to exercise its rights against the Tenant in respect of any breach by the Tenant of its obligations under this Agreement or with respect to the Residential Tenancies Act 1997 shall preclude the Landlord from subsequently exercising its rights in respect of this Agreement or in accordance with the Residential Tenancies Act 1997.

### 23. INSURANCE AND INDEMNITY

#### 23.1 The Tenant agrees:

- (1) not to by act or omission, do anything which would cause any increase in the premium of any insurance the Landlord may have over the Premises (or their contents) or cause such insurance policy to be invalidated.
- (2) to pay the Landlord any excess or premium increase or charge by the Landlord's insurance company as a result of the acts or omissions of the Tenant or persons on the Premises with the consent of the Tenant. This does not include any increase in the premium as a result of actions by the Landlord or people acting with the Landlord's authority.
- (3) to be responsible for insuring the Tenant's own property.
- (4) the Landlord will provide a copy of relevant insurance policies to the Tenant.

### 24. LIABILITY STATEMENT

- 24.1 Where the Landlord, has complied with its obligations under this Agreement and the Residential Tenancies Act 1997, the Tenant, except in the case of negligence on the part of the Landlord, indemnifies the Landlord against any claims in respect of loss, damage or injury to persons or property for which the Landlord may become liable as a result of any act or omission by the Tenant or others on the Premises with the consent of the Tenant.
- 24.2 For the purpose of this Clause the Landlord shall include the Agent, contractors and permitted assigns.

### 25. RENT INCREASE

- 25.1 The Landlord must give the Tenant at least 60 days notice in the prescribed form in accordance with the Residential Tenancies Act 1997 of a proposed rent increase.
- 25.2 Under a fixed term tenancy a Landlord must not increase the rent before the term ends unless this Agreement provides for a rent increase within the fixed term.
- 25.3 The Landlord must not increase the rent at intervals of less than 12 months.
- 25.4 If the Tenant disagrees with the rent increase the Tenant may in accordance with Section 45 of the Residential Tenancies Act 1997 apply to the Director of Consumer Affairs Victoria to investigate and report. The Tenant must make an application within 30 days after receiving the notice of Rent increase.



26.	RE	PAIRS	
26.1	(1)	Urgent Repairs Contact	
		The Landlord has authorised the following contacts to approve Urgent Repairs:	
			( 02 ) 6076 2054 Limit: \$150.00
		Other: Phone:	- 1-7-7-7-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1-
		Note: The Limit specified for each Urgent Repairs Contact is the maximum a	· · · · · · · · · · · · · · · · · · ·
		Urgent Repairs.	anount the contact is authorised to approve for
	(2)	For Urgent Repairs the Tenant should notify an Urgent Repairs Contact or whe	re there is no Urgent Repairs Contact nominated
26.2	Tho	or available, the Landlord.	
20.2		Tenant may arrange for a suitably qualified person to make Urgent Repairs if: after giving notice in accordance with Clause 26.1(2) the Tenant is unable to g	ot an Urgant Banaira Cantact or the Landlard to
	(1)	immediately carry out the repairs, or	et all orgent Repairs Contact of the Candiord to
	(2)	after taking reasonable steps the Tenant is unable to notify an Urgent Repairs 0	Contact or the Landlord.
26.3	for t	ere the Tenant has arranged for Urgent Repairs in accordance with Clause 26 the reasonable costs of the repairs up to a value of \$1800.00 (or such other a rided the Tenant has given the Landlord/Landlord's Agent written notice of such soft the repairs being carried out.	amount that may be prescribed) including GST.
26.4	Urg	ent Repairs: (as defined in the Act) means any work necessary to repair or rem	edy:
		a burst water service; or	
		a blocked or broken lavatory system; or	
		a serious roof leak; or	
		a gas leak; or	
		a dangerous electrical fault; or	
		flooding or serious flood damage; or serious storm or fire damage; or	
		a failure or breakdown of any essential service or appliance provided by the L	andlord on the Premises for hot water, cooking
		heating or laundering; or	
		a failure or breakdown of the gas, electricity or water supply to the Premises; or	
		malfunctioning of an appliance, fitting or fixture provided by the Landlord that substantial water waste; or	uses or supplies water that will or may result in
	(11)	any fault or damage that causes the Premises to be unsafe or not secure, or	
		a serious fault in a lift or staircase	
		non-urgent repairs the Tenant should contact:	
	•	where there is a managing agent, the Agent;	
	(2)	otherwise, the Landlord	
27.	LAN	IDLORD'S ACCESS TO THE PREMISES	
	only	Landlord, the Landlord's Agent or any person authorised in writing by the Land enter the residential Premises in the following circumstances:	
	•	to show the Premises to prospective buyers or mortgagees on a reasonable num notice on each occasion (at least 24hours)	_
		where a notice to vacate or a notice of intention to vacate has been given, a days of the termination date for the purposes of showing the Premises to a pros	
		to erect signage for purposes connected with the sale or letting of the Premises.	Act 1987 the Tanancy Associant or any other
		to enable the Landlord to carry out a duty under the Residential Tenancies applicable Act.	ACL 1997, the Tenancy Agreement or any other
	(5)	Other:	
		,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	
			Company
			a with the Tanant's right of suist asignment
		e: In exercising its rights under this Clause the Landlord will minimize interference ANT'S ACKNOWLEDGEMENT	e with the remains again or quiet enjoyment.
	Land	ntering into this Agreement the Tenant has not relied on any representations later of the Agent not contained in this Agreement or as otherwise set out in the itional Terms (including Other Additional Terms) contained in this Agreement as	ne schedule hereto and confirms the terms and
		es. amendment, alteration or addition to this Agreement will be valid unless	in writing and signed by the Tenant and the
		llord/Agent.	

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29.	PRIVACY	
29.1	The Landlord's Agent must comply with the provisions of the Australian Privacy F required maintain a Privacy Policy.	rinciples (Privacy Act 1988 (CTH)) and where
29.2	The Privacy Policy outlines how the Landlord's Agent collects and uses Persona obtained by other means, to provide the services required by you or on your behalf.	Information provided by you as the Tenant, or
29.3	You as the Tenant agree the Landlord's Agent may, subject to the Privacy Act 1 disclose such information to:	
	<ol> <li>the Landlord of the Premises to which this Agreement applies, insofar as such leasing of the Premises; and/or</li> </ol>	information is relevant to the managing and/or
	(2) (subject to the provisions of Part 10A of the Residential Tenancies Act 1997) enabling a proper assessment of the risk in providing you with the tenancy and 439E of the Residential Tenancies Act 1997, tenancy agreement breaches; a	if applicable listing, in compliance with Section addor
	(3) previous managing agents or landlords and nominated referees to confirm infor	nation provided by you; and/or
	<ul><li>(4) tradespeople and similar contractors engaged by the Landlord/Landlord's Age with respect to the Premises; and/or</li></ul>	·
	(5) the Landlord's insurance companies; authorised real estate personnel; courts required by the Landlord's Agent relating to the administration of the Premis and/or	and tribunals and other third parties as may be es and use of the Landlord's Agent's services;
	<ul> <li>(6) a utility connection provider where you request the Landlord's Agent to facility utility services; and/or</li> <li>(7) Owners Corporations</li> </ul>	ate the connection and/or disconnection of your
29.4	Documents or copies of documents provided to establish the identity of the Tenant, will be retained by the Landlord's Agent in accordance with the Australian purpose other than confirming the identity of such person/s.	ant or persons entitled to deal on behalf of the Privacy Principles and will not be used for any
29.5	Without provision of certain information the Landlord's Agent may not be able to ac Agreement.	t effectively or at all in the administration of this
29.6	The Tenant has the right to access such Personal Information and may require incomplete, out of date or irrelevant information.	e correction or amendment of any inaccurate,
29.7	The Landlord's Agent will provide (where applicable), on request, a copy of its Privac	ey Policy.
30.	DATA COLLECTION	
	Upon signing this Agreement the parties agree the Landlord's Agent, and the form may without disclosing Personal Information collect, use and disclose to Data Conference.	completion service provider providing this form, illection Agencies information contained in this
31.	DEFINITIONS	
	In Additional Terms 29 and 30 the following terms, where they appear, mean:  (1) Data Collection Agency: means an agency or organisation that collects real estate, finance and property valuation industries to enable data analysis.  (2) Personal Information: means personal information as defined in the Privacy Agency Collection (Collection Collection	
32.	OTHER ADDITIONAL TERMS	
32.	O'INER ADDITIONAL TERMS	
-		
33.	SIGNATURES	
	By signing this Agreement the Tenant/s:	
	agree to lease the Premises on the terms and conditions contained herein.	·
	<ul> <li>acknowledge having received of a copy of Renting a Home: A Guide for Tenant Victoria, at the start of the tenancy.</li> </ul>	s booklet as published by the Consumer Affairs
	Signed by the Landlord/Landlord's Agent:	
	Signature:	
	Signature of Tenant(s):	
	Tenant 1: Tenant 2:	
	Tenant 4:	

Residential Tenancies Act 1997 (Section 26(1))

Residential Tenancies Regulations 2019 (Regulation 8(1))

(Note: Where there is insufficient space in any Item place details in an Annexure and refer to the Annexure in the Item)

### IMPORTANT NOTES ABOUT THIS AGREEMENT

- 1. As this is a binding Agreement between the parties the Tenant is entitled to have time to read this Agreement and to obtain appropriate advice if necessary. (For advice, contact Consumer Affairs on 1300 55 81 81 prior to signing this Agreement).
- The Landlord is required to give the Tenant a completed signed copy of this Agreement within 14 days of signing for the Tenant to keep.
- 3. All attachments accompanying this Agreement must be signed and dated as acknowledgement they have been read and agreed to by both parties.
- 4. At the start of the tenancy the Landlord or the Landlord's Agent must give the Tenant a copy of the Renting a Home: A Guide for Tenants booklet as published by the Consumer Affairs Victoria.
- Both parties should retain a signed copy of this Agreement for your records and future reference.

AGREEN	MENT				
This Agreement is made on the 5th day of March 20 20					
at: 64 Hanson Street, Corryong Vic 3707					
	BETWEEN				
LANDLO	ORD AND LANDLORD'S AGENT (Provide an ACN if applicable)				
Landlord	: Rob Owen	ACN:			
Address:		ABN:			
Email:		Phone:			
WHOSE	AGENT IS (if applicable)				
Agent:	Costello Rural Pty Ltd T/as Costello Rural	ACN: 634293002			
Address:	64 Hanson Street, Corryong, VIC, 3707	ABN: 22634293002			
Email:		Phone: (02)6076 2054			
AND					
TENANT	(Provide an ACN if applicable)				
Name/s:	Behruz Malakooti				
Address:	6-154 Harris Street, Corryong Vic 3707				
Phone/s:	0406 834 600	ACN:			
1. PRE	MISES				
The	landlord lets the Premises known as:				
6-1	54 Harris Street, Corryong Vic 3707				
	ther with those items indicated in the schedule (strike out if not applicable).				
2. REN					
	rent amount is: \$543.00 The date the first rent payment is due: 0	***************************************			
•		f each month when the rent is due)			
	e of Payment: Costello Rural Pty Ltd Vic Trust t/a Bendigo Bank BS	B: 633000 Account: 16/6/1544			
3. BON					
	Tenant must pay a bond of \$543.00 to the Landlord/Agent on 06				
	ccordance with the Residential Tenancies Act 1997, the landlord must lod fority within 10 business days after receiving the bond.	ge the bond with the Residential Tenancies Bond			
If the	ere is more than one Tenant and they do not contribute equally to the total	bond, the amounts they each contribute are listed			
here	:	4			
	Tenant's Name	Bond Amount			
		\$0.00			
		\$0.00			
16 +h.	e Tenant does not receive a bond receipt from the Residential Tenancies B	<b>DU.U</b>			
	bond, the Tenant should contact the Residential Tenancies Bond Authority (1300 13 71 64).				

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4.	PERIOD	
[Tick applicable Period]		
(a) The period of the Agreement is 6		Months
		of March 20 20
	***************************************	
	-*	accordance with the Residential Tenancies Act 1997, the Agreement will continue as
	a periodic tenancy.	abovious with the residential reliables Act 1997, the Agreement will continue as
	OR	
	(b) The Agreement will commence from	the day of 20 and continue until
	terminated in accordance with the R	esidential Tenancies Act 1997.
4A.	CONSENT TO ELECTRONIC SERVICE	
	(1) Express Consent	
	The TENANT: [Check one box only]	
	Consents to the electronic service Transactions (Victoria) Act 2000 a	of notices and other documents in accordance with the requirements of the Electronic
	Email address bmalakooti@gn	
	OR	IGILLUII
	*****	service of notices and other documents.
	The LANDLORD: [Check one box only]	
	Consents to the electronic service Transactions (Victoria) Act 2000 a	of notices and other documents in accordance with the requirements of the Electronic at this email address:
	Email address rentals@costell OR	orural.com.au
		service of notices and other documents.
	(2) Inferred Consent	
	If the TENANT or the LANDLORD (as TENANT or the LANDLORD must not electronic communications.	the case may be) has not consented to electronic service under subclause (1), the infer consent to electronic service from the receipt or response to emails or other
	(3) Change of Electronic Address The TENANT or the LANDLORD must service under subclause (1) changes.	mmediately give notice in writing to the other party if the email address for electronic
	documents only by giving notice in w	ay withdraw their consent under subclause (1) to electronic service of notices and other riting to the other party.  paragraph (a), no further notices or other documents are to be served by electronic
	communication.	paragraph (a), no turner notices of other documents are to be served by electronic
5.	CONDITION OF THE PREMISES	
	The LANDLORD must -	
	(a) ensure that the Premises are maintained	in good repair; and
	areas are maintained in good repair.	non areas relating to those Premises, take reasonable steps to ensure that the common
6.	DAMAGE TO THE PREMISES	
	(a) The TENANT must ensure that care is tal	ken to avoid damaging the rented Premises.
	(b) The TENANT must take reasonable care	to avoid damaging any common areas.
+	Premises as soon as practicable.	mage to the rented Premises must give notice to the LANDLORD of any damage to the
7. (	CLEANLINESS OF THE PREMISES	
	a) The LANDLORD must ensure that the P	remises are in a reasonably clean condition on the day on which it is agreed that the
	i ElvAlvi is to enter into occupation of the	Premises. a reasonably clean condition during the period of Agreement.
***********	JSE OF PREMISES	a reasonably clean condition during the period of Agreement.
	a) The TENANT must not use or allow the Present t	raminas to be used for any illegal
(	<li>b) The TENANT must not use or allow the P</li>	remises to be used for any fliegal purpose.  remises to be used in such a manner as to cause a nuisance or cause an interference acy of any occupier of neighbouring premises.
·····		

9.	QUIET ENJOYMENT	::
~	The LANDLORD must take all reasonable steps to ensure that the TENANT has qu	uiet enjoyment of the Premises.
10.	ASSIGNMENT OR SUB-LETTING	
·	<ul> <li>(a) The TENANT must not assign or sub-let the whole or any part of the Premis The LANDLORD's consent must not be unreasonably withheld.</li> <li>(b) The LANDLORD must not demand or receive any fee or payment for the consent must not demand or receive any fee or payment for the consent must not demand or receive any fee or payment for the consent must not demand or receive any fee or payment for the consent must not demand or receive any fee or payment for the consent must not demand or receive any fee or payment for the consent must not demand or receive any fee or payment for the consent must not demand or receive any fee or payment for the consent must not demand or receive any fee or payment for the consent must not demand or receive any fee or payment for the consent must not demand or receive any fee or payment for the consent must not demand or receive any fee or payment for the consent must not demand or receive any fee or payment for the consent must not demand or receive any fee or payment for the consent must not demand or receive any fee or payment for the consent must not demand or receive any fee or payment for the consent must not demand or receive any fee or payment for the consent must not demand or receive any fee or payment for the consent must not demand or receive any fee or payment for the consent must not demand or receive any fee or payment for the consent must not demand or receive any fee or payment for the consent must not demand or receive any fee or payment for the consent must not demand or receive any fee or payment fee or payment for the consent must not demand or receive any fee or payment fee or paymen</li></ul>	ent, except in respect of any fees, costs or charges
	incurred by the Landlord in relation to the preparation of a written assignment of	of the Agreement.
11.	RESIDENTIAL TENANCIES ACT 1997	
	Each party must comply with the Residential Tenancies Act 1997. (NOTE: Reference should be made to the Residential Tenancies Act 1997 for fur	ther rights and duties \
	SCHEDULE OF ITEMS (See Clause	!
L	OUTLOULE OF TILMO (See Glause	
	***************************************	
	***************************************	
	***************************************	
	***************************************	
	ADDITIONAL TERMS	
Addit	ional terms which do not take away any of the rights and duties included in the R	esidential Tenancies Act 1997 may be set out in
Any	section additional terms must also comply with the Unfair Contract Terms under Part 2 act Consumer Affairs Victoria on 1300 55 81 81 for further information or visit www.	
12.	TENANTS	
12.1	All persons using the Premises as Tenants or otherwise must comply with the premancies Act 1997 and other relevant legislation and regulations. Any propose to the Landlord.	
13.	CARE OF THE PREMISES	
13.1	The Tenant agrees:	
	<ol> <li>not to paint, mark or deface the Premises internally or externally or use nails, of the Landlord.</li> </ol>	screws or adhesives without prior written consent
	(2) to place all household rubbish in the bin provided by the local authority and p for collection and remove the bin to the Premises promptly after it has been er	
	(3) not to use any sink, basin, toilet, drain or like facility in or connected to the Pranything that might damage or block the plumbing drainage or sewerage s Landlord of any blockage or defect.	
	(4) not to affix any television antenna, satellite dish or cabling to the Premises with	
	<ul> <li>(5) not to hang washing, or other articles anywhere but in areas provided or desig</li> <li>(6) to maintain all garden areas including watering (subject to any council restr lawn and removing garden rubbish (including pet waste) from the Premises.</li> </ul>	
	(7) to replace, at the Tenant's cost, blown or damaged light bulbs or fluro tubes a of the tenancy. Where such damage has been occasioned by the Landlord or replace light bulbs and fluro tubes.	
	(8) not to carry out any mechanical repairs to machinery (including cars and Premises.	or boats) which the Tenant may bring onto the
	(9) where the Landlord's consent has been obtained in respect of Clause 13. condition of consent, that the Tenant return the Premises to its original condition.	1(1) and 13.1(4) the Landlord may require, as a
	(10) where a product, fixture or fitting provided with the Premises has a warning not to deface, damage or remove such label.	
	(11)Other:	
	L	

14.	SMOKE ALARMS	
14.1	The Tenant agrees:	
		ation of any smoke alarm installed on the residential Premises except with reasonable
	excuse, and	
	(2) to notify the Landlord in writing promptly	if any smoke alarm installed on the residential Premises is not functioning properly.
15.	PAYMENT OF COUNCIL RATES, LAND TAX,	WATER AND OTHER CHARGES
15.1	In accordance with Section 52 of the Reside	ntial Tenancies Act 1997, the Tenant is liable for payment of:
	(1) where the Premises are separately meter	
		or use of electricity, gas, or oil. This excludes installation costs and charges in respect
	Ť.	ices to the Premises and the charges for the supply or hire of gas bottles.
		it is based solely on the amount of water supplied.  on the amount of water supplied if the cost of water supplied is only partly based on the
	amount of water supplied.	of the amount of water supplied if the cost of water supplied is only partly based on the
		sed in respect of the Premises during the Tenancy Agreement.
		ge the Owner must notify the Authority in accordance with Section 273A(c) of the Water
	Act 1989.	
450	, ,	ed gas at the Premises during the term of this Agreement.
10.2	(1) electricity	charges where the supply is not separately metered:
	(2) non bottled gas	
	(3) oil	
	(4) water supply service and water supplied	
	(5) sewerage disposal charges.	
15.3		elation to the Tenant changing utility suppliers including disconnection and reconnection
	fees.	
		s on the Premises with the permission or authority of either the Landlord or the Tenant the Premises, the party who is at fault will be responsible for rectifying the damage or
	disconnection and paying all associated	
16.	ALTERATIONS AND ADDITIONS TO THE	PREMISES
16.1	The Tenant agrees:	
	<u> </u>	r or add to the Premises without the Landlord's written permission, and
	• • • • • • • • • • • • • • • • • • • •	itten permission, any fixture attached by the Tenant, and
	(3) not to alter, remove or add any lock or	r security device without the Landlord's agreement, and in such case to provide the
	Landlord with a copy of the key or access	-
	· · · · · · · · · · · · · · · · · · ·	used by removing any fixture attached by the Tenant, and
·		ng the fixture or reimburse the Landlord for the reasonable costs of repair.
17.	TENANT'S USE OF PREMISES	
17.1	The Tenant may use the Premises only as	a place of residence. Should the Tenant wish to use the Premises for a purpose other
170	than or in addition to a residence, the Landlor	
		r industrial activities or create any nuisance to adjoining neighbours.  be reasonable to prevent persons on the Premises with the Tenant's authority (apart
.,.0	from the Landlord or those acting under the L	andlord's authority) from causing damage to the Premises.
17.4	The Tenant may not grant other person's the	e right to occupy or use the whole or part of the Premises for the Tenant's commercial
	gain, whether by written or verbal agreement Landlord must act reasonably.	with the other person/s, without the Landlord's consent having been first obtained. The
18.	PETS	
18.1	The Tenant may keep pets on the Premises	only as permitted in this Agreement or where written permission has been given by the
		nent. The Landlord's consent will not be unreasonably withheld.  ion to be withheld where the granting of such permission would contravene the rules of
	the Owners Corporation.	ion to be withheld where the granting of such permission would contravene the rules of
19.	OWNERS CORPORATION	
	·	· · · · · · · · · · · · · · · · · · ·
	The Premises is subject to the Owners Corp	The same of the sa
19.1	The Landlord must give the Tenant a copy of	f the rules of the Owners Corporation under the Owners Corporation Act 2006 at the
	with the Registrar.	the consolidated rules of the Owners Corporation as soon as possible after it is lodged
19.2	The Tenant must comply with the rules of the	Owners Corporation.
19.3	The Tenant confirms a copy of the rule	s (and any advised amendments) of the Owners Corporation were provided on the
	signing of this Agreement by the Agent/La	andlord. Initial:
20.	RENTAL BOND	
20.1		ential Tenancies Act 1997 (Act) the Tenant must not refuse to pay rent on the grounds
	that the Tenant intends to regard as rent paid	by the Tenant the bond or any part of the bond paid in respect of the rented Premises
	Breach of this obligation by the Tenant will alle	ow action to be taken under the Act and penalties may be imposed.

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- 21.1 The Tenant must promptly rectify any breach and pay the reasonable expenses of such rectification.
- 21.2 If the Tenant is in breach of the obligations under this Agreement (including its obligations to maintain the Premises) the Landlord may, where the Tenant has not done so promptly, rectify such breach and claim the cost of such rectification from the Rental Bond or the Tenant.
- 21.3 Should the Tenant be in breach of its obligations under the Agreement resulting in default and termination of this Agreement before the end date, the Tenant is not released from its obligations under this Agreement and must pay damages, which damages may include any losses incurred by the Landlord with respect to rental, outgoings, letting and marketing expenses and otherwise. The Landlord has an obligation to mitigate its damages.

#### 22. TERMINATION (END OF OCCUPANCY)

- 22.1 The Tenant must give the Landlord written notice of its intention to vacate the Premises in accordance with Section 235 of the Residential Tenancies Act 1997 in the approved form, such notice being not less than 28 days prior to the tenancy expiry date, to the Landlord in the approved form of its intention to vacate the Premises.
- 22.2 Where the Tenant, with the consent of the Landlord, remains in occupation after the expiration of the term, the Tenant does so under a periodic tenancy and must give the Landlord a notice of its intention to vacate in accordance with Clause 22.1.
- 22.3 The Landlord requiring possession of the Premise at the end of the term must give the Tenant notice in accordance with the Residential Tenancies Act 1997.
- 22.4 On termination of this Agreement whether on expiry of a fixed term, by agreement between the parties or otherwise in accordance with the Residential Tenancies Act 1997 the Tenant agrees to:
  - deliver vacant possession
  - (2) deliver up all keys and security devices
  - (3) leave the Premises as nearly as possible in the same condition (fair wear and tear excepted) as set out in the condition report for the residential Premises.
  - (4) remove all of the Tenant's property (including fixtures where required) and belongings from the Premises including rubbish and property on the Premises not the property of the Landlord.
  - (5) advise as soon as possible of the Tenant's contact address
  - (6) ensure carpets are left in a similar condition to their condition at the start of tenancy. If cleaning is required they should be professionally cleaned by a qualified carpet cleaner.
- 22.5 Failure by the Tenant to carry out any of its obligations under this Agreement and on termination will entitle the Landlord to claim damages in respect of any expenses incurred or rental lost. The Landlord must take reasonable steps to mitigate its damages.
- 22.6 The termination of this Agreement by notice or otherwise shall not affect either party's right to compensation for damages arising from breach of the terms of this Agreement.
- 22.7 No forbearance by the Landlord to exercise its rights against the Tenant in respect of any breach by the Tenant of its obligations under this Agreement or with respect to the Residential Tenancies Act 1997 shall preclude the Landlord from subsequently exercising its rights in respect of this Agreement or in accordance with the Residential Tenancies Act 1997.

### 23. INSURANCE AND INDEMNITY

### 23.1 The Tenant agrees:

- (1) not to by act or omission, do anything which would cause any increase in the premium of any insurance the Landlord may have over the Premises (or their contents) or cause such insurance policy to be invalidated.
- (2) to pay the Landlord any excess or premium increase or charge by the Landlord's insurance company as a result of the acts or omissions of the Tenant or persons on the Premises with the consent of the Tenant. This does not include any increase in the premium as a result of actions by the Landlord or people acting with the Landlord's authority.
- (3) to be responsible for insuring the Tenant's own property.
- (4) the Landlord will provide a copy of relevant insurance policies to the Tenant.

### 24. LIABILITY STATEMENT

- 24.1 Where the Landlord, has complied with its obligations under this Agreement and the Residential Tenancies Act 1997, the Tenant, except in the case of negligence on the part of the Landlord, indemnifies the Landlord against any claims in respect of loss, damage or injury to persons or property for which the Landlord may become liable as a result of any act or omission by the Tenant or others on the Premises with the consent of the Tenant.
- 24.2 For the purpose of this Clause the Landlord shall include the Agent, contractors and permitted assigns.

### 25. RENT INCREASE

- 25.1 The Landlord must give the Tenant at least 60 days notice in the prescribed form in accordance with the Residential Tenancies

  Act 1997 of a proposed rent increase.
- 25.2 Under a fixed term tenancy a Landlord must not increase the rent before the term ends unless this Agreement provides for a rent increase within the fixed term.
- 25.3 The Landlord must not increase the rent at intervals of less than 12 months.
- 25.4 If the Tenant disagrees with the rent increase the Tenant may in accordance with Section 45 of the Residential Tenancies Act 1997 apply to the Director of Consumer Affairs Victoria to investigate and report. The Tenant must make an application within 30 days after receiving the notice of Rent increase.

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26.	RE	PAIRS				1
26.1	(1)	Urgent Repairs Contact:			***************************************	
	• •	The Landlord has authorised the following	ng contacts to approve Urgent Repairs:			
		Agent: ✓ Yes No		( 02 ) 6076 2054	Limit: \$0.0	Λ
						••
		Other:		(02)60762054		
		Note: The Limit specified for each Urg Urgent Repairs.	ent Repairs Contact is the maximum	amount the contact is a	iutriorisea to approve ro	ЭΓ
	(2)	For Urgent Repairs the Tenant should nor available, the Landlord.	otify an Urgent Repairs Contact or whe	ere there is no Urgent Re	epairs Contact nominated	d
26.2	The	e Tenant may arrange for a suitably quali	fied person to make Urgent Repairs if:			
	(1)	after giving notice in accordance with C immediately carry out the repairs, or	lause 26.1(2) the Tenant is unable to o	get an Urgent Repairs C	ontact or the Landlord to	Ю.
	(2)	after taking reasonable steps the Tenan	t is unable to notify an Urgent Repairs (	Contact or the Landlord.		
	for pro day	ere the Tenant has arranged for Urgent the reasonable costs of the repairs up t wided the Tenant has given the Landlord s of the repairs being carried out.	o a value of \$1800.00 (or such other //Landlord's Agent written notice of suc	amount that may be pre th repairs (including rele	escribed) including GST	Γ,
26.4		gent Repairs: (as defined in the Act) mea	ins any work necessary to repair or rem	nedy:		
	٠.	a burst water service; or				
	٠.	a blocked or broken lavatory system; or				
	-	a serious roof leak; or				
		a gas leak; or				
	• •	a dangerous electrical fault; or				
		flooding or serious flood damage; or serious storm or fire damage; or				
	٠,	a failure or breakdown of any essential	service or appliance provided by the t	andlord on the Premise	e for hot water cooking	τ.
	• •	heating or laundering; or a failure or breakdown of the gas, electri			is for not water, cooking	1,
		)malfunctioning of an appliance, fitting o			that will or may result in	n
	-	substantial water waste; or	· · · · · ·	according to the contract of t	and was or may toodic it	
	-	) any fault or damage that causes the Pre	mises to be unsafe or not secure, or			
26.5	•	)a serious fault in a lift or staircase non-urgent repairs the Tenant should co	ntact:			
20.5		where there is a managing agent, the Ag				
		otherwise, the Landlord	yent,			
27.	LA	NDLORD'S ACCESS TO THE PREMISE	S			
27.1	The	Landiord, the Landiord's Agent or any p	erson authorised in writing by the Land	flord, during the currence	y of this Agreement may	<u>,</u>
	only	y enter the residential Premises in the follo	owing circumstances:		•	
		to show the Premises to prospective buy notice on each occasion (at least 24hour	rs)		-	
		where a notice to vacate or a notice of days of the termination date for the purp	oses of showing the Premises to a pros	pective tenant.	y be exercised within 14	1
		to erect signage for purposes connected			_	
	(4)	to enable the Landlord to carry out a duapplicable Act.	ity under the Residential Tenancies .	Act 1997, the Tenancy	Agreement or any other	r
		Other:				
		The state of the s				٦
			•••••••••••••••••••••••••••••••••••••••	*******************************		
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		4				
	Note	e: In exercising its rights under this Claus	se the Landlord will minimize interference	e with the Tenant's right	of quiet enjoyment	_
		IANT'S ACKNOWLEDGEMENT		The second of th		<b>-</b>
			non not rolled on any and and the	_4_4		ل
	Land Add parti		Agreement or as otherwise set out in to Il Terms) contained in this Agreement	he schedule hereto and form the whole of the	confirms the terms and Agreement between the	
28.2	Land	amendment, alteration or addition to t dlord/Agent.	mis Agreement will be valid unless	in writing and signed I	by the Tenant and the	

29.	PRIVACY	
29.1	The Landlord's Agent must comply with the provisions of the Australian Privacy required maintain a Privacy Policy.	Principles (Privacy Act 1988 (CTH)) and where
29.2	The Privacy Policy outlines how the Landlord's Agent collects and uses Person obtained by other means, to provide the services required by you or on your behal	
29.3	You as the Tenant agree the Landlord's Agent may, subject to the Privacy Act disclose such information to:	1988 (CTH) (where applicable), collect, use and
	(1) the Landlord of the Premises to which this Agreement applies, insofar as su leasing of the Premises; and/or	h information is relevant to the managing and/or
	(2) (subject to the provisions of Part 10A of the Residential Tenancies Act 1997 enabling a proper assessment of the risk in providing you with the tenancy a 439E of the Residential Tenancies Act 1997, tenancy agreement breaches;	nd if applicable listing, in compliance with Section
	(3) previous managing agents or landlords and nominated referees to confirm info	
	(4) tradespeople and similar contractors engaged by the Landlord/Landlord's Agwith respect to the Premises; and/or	
	(5) the Landlord's insurance companies; authorised real estate personnel; court required by the Landlord's Agent relating to the administration of the Prem and/or	s and tribunals and other third parties as may be ses and use of the Landlord's Agent's services;
	<ul><li>(6) a utility connection provider where you request the Landlord's Agent to facil utility services; and/or</li></ul>	tate the connection and/or disconnection of your
20.4	(7) Owners Corporations Documents or copies of documents provided to establish the identity of the Te	ant or namons antitled to deal on hebalf of the
	Tenant, will be retained by the Landlord's Agent in accordance with the Australia purpose other than confirming the identity of such person/s.	n Privacy Principles and will not be used for any
	Without provision of certain information the Landlord's Agent may not be able to agreement.	
	The Tenant has the right to access such Personal Information and may requincomplete, out of date or irrelevant information.	
29.7	The Landlord's Agent will provide (where applicable), on request, a copy of its Priv	acy Policy.
30.		
30.	DATA COLLECTION	
30.	Upon signing this Agreement the parties agree the Landlord's Agent, and the formation without disclosing Personal Information collect, use and disclose to Data (Agreement.	n completion service provider providing this form, collection Agencies information contained in this
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Tenant 2:

Signature of Tenant(s):

Tenant 1:

Tenant 3: