

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 in 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 [Land 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.

NOTICES - Particulars of any notice, order, declaration, report, recommendation of a public authority or government department or approved proposal directly and currently 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 is 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 disease 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.

NOTE 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**

DISCLOSURE OF ENERGY EFFICIENCY INFORMATION
NOT APPLICABLE

DATE OF THIS STATEMENT

30th April

2021

Signature of Vendor/s

Ralph Owen

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 ACKNOWLEDGMENTS

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

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.

DATE OF ACKNOWLEDGMENT

2021

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.

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

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

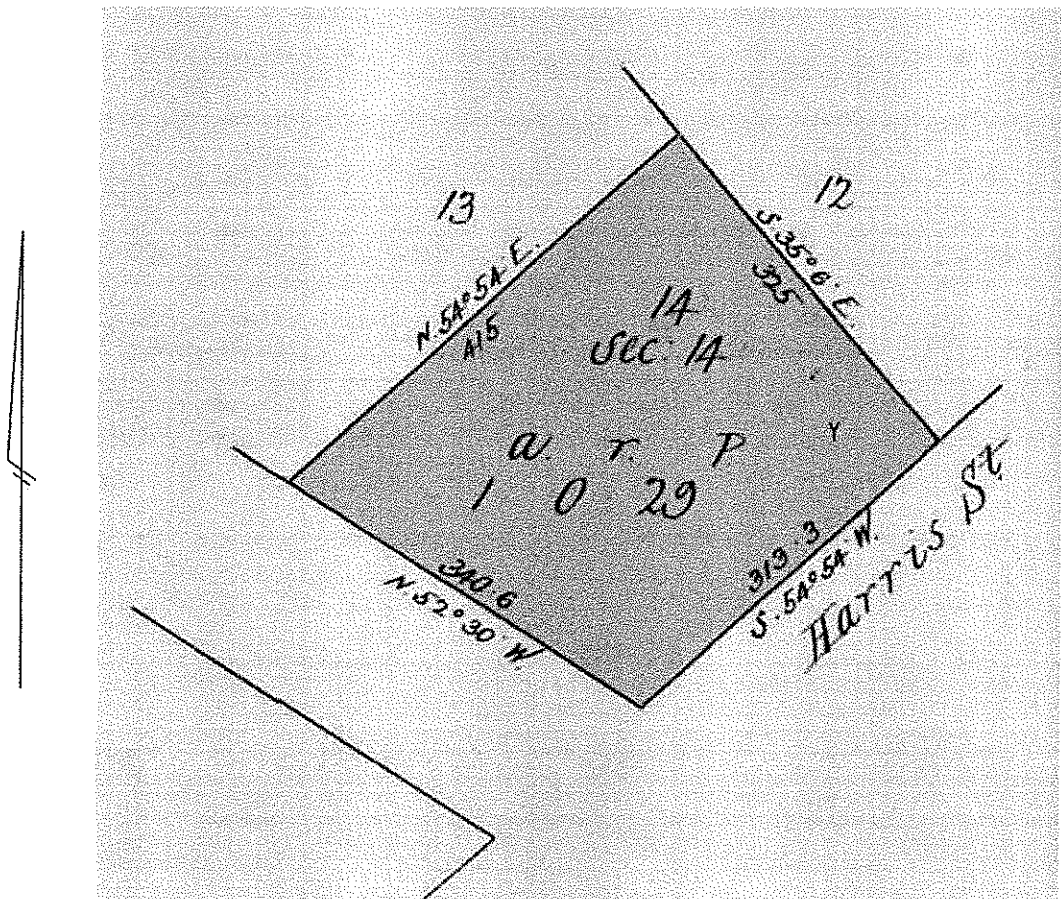
The information supplied has been obtained by SAI Global Property Division Pty Ltd who is licensed by the State of Victoria to provide this information
via LANDATA® System. Delivered at 22/04/2021, for Order Number 67682573. Your reference: Owen.

TITLE PLAN	EDITION 1	TP 762378H
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<p>Location of Land</p> <p>Parish: TOWONG Township: CORRYONG Section: 14 Crown Allotment: 14 Crown Portion:</p> <p>Last Plan Reference: Derived From: VOL 3712 FOL 270 Depth Limitation: 50 FEET</p>	<p style="text-align: center;">Notations</p> <p>SUBJECT TO THE RESERVATIONS EXCEPTIONS CONDITIONS AND POWERS CONTAINED IN CROWN GRANT VOL. 3712 FOL. 270 AND NOTED ON SHEET 2 OF THIS PLAN</p> <p>ANY REFERENCE TO MAP IN THE TEXT MEANS THE DIAGRAM SHOWN ON THIS TITLE PLAN</p>
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<p>Description of Land / Easement Information</p>	<p>THIS PLAN HAS BEEN PREPARED FOR THE LAND REGISTRY, LAND VICTORIA, FOR TITLE DIAGRAM PURPOSES AS PART OF THE LAND TITLES AUTOMATION PROJECT</p> <p>COMPILED: 15/12/2002 VERIFIED: RZ</p>
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COLOUR CODE
 Y = YELLOW



<p>LENGTHS ARE IN LINKS</p>	<p>Metres = 0.3048 x Feet Metres = 0.201168 x Links</p>	<p>Sheet 1 of 2 sheets</p>
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TITLE PLAN

TP 762378H

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

containing *one acre and twenty-nine perch more or less being Old No. 14 section 4 of Section 44 in the Town of Goring Parish of County Borough of Bournemouth* ALL THAT PIECE OF LAND in the said State

delineated with the measurements and abatals thereof in the map drawn in the margin of these presents and therein coloured yellow. **PROVIDED** nevertheless that the grantee shall be entitled to sink wells for water and to the use and enjoyment of any spring or springs of water upon or within the boundaries of the said land for any and for all purposes as though he held the land without limitation as to depth. **EXCEPTING** nevertheless unto us our heirs and successors all gold and silver and auriferous and argentiferous earth and stone and all mines seams lodes and deposits containing gold silver copper tin antimony coal and other metals and minerals and mineral ores in upon and under and within the boundaries of the land hereby granted. **AND** also reserving to us our heirs and successors free liberty and authority for us our heirs and successors and our and their licensees agents and servants at any time or times hereafter to enter upon the said land and to search and mine therein for gold silver copper tin antimony coal and all other metals and minerals and mineral ores and to extract and remove therefrom any gold silver and any auriferous and argentiferous earth or stone copper tin antimony coal and other metals and minerals and mineral ores and to search for and work dispose of and carry away the gold silver copper tin antimony coal metals minerals and their ores and the mines metals and minerals in the land lying in upon and under the land hereby granted and for the purposes aforesaid to sink shafts make drives erect machinery and to carry on any works and do any other things which may be necessary or usual in mining and with all other incidents that are necessary to be used for the getting of the said gold silver copper tin antimony coal and other metals and minerals and mineral ores and the working of all mines seams lodes and deposits containing gold silver copper tin antimony coal and other metals and minerals and mineral ores in upon or under the land hereby granted.

PROVIDED ALWAYS that the said land is and shall be subject to be resumed for mining purposes under Section 180 of the Land Act 1901. **AND** provided also that the said land is and shall be subject to the right of any person being the holder of a miner's right or of a license to search for metals or minerals or of a mining or mineral lease to enter therein and to mine for gold silver copper tin antimony coal and other metals and minerals and mineral ores and to erect and to occupy mining plant or machinery thereon in the same manner and under the same conditions and provisions as those on which the holder of a miner's right or of a mining or mineral lease had at the date of these presents the right to mine for gold and silver in and upon Crown lands. **PROVIDED** that compensation shall be paid to the said GRANTEE.

his heirs 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 [Due diligence checklist page on the Consumer Affairs Victoria website](http://consumer.vic.gov.au/duediligencechecklist) (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.

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.

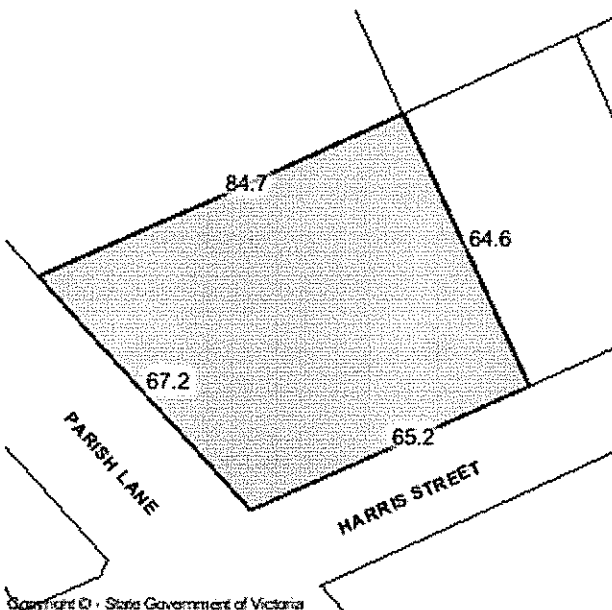
This property is in a designated bushfire prone area.

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 www.vba.vic.gov.au

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 [Planning Schemes Online](#)

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 affect the land.

To obtain a Planning Certificate go to [Titles and Property Certificates](#)

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.

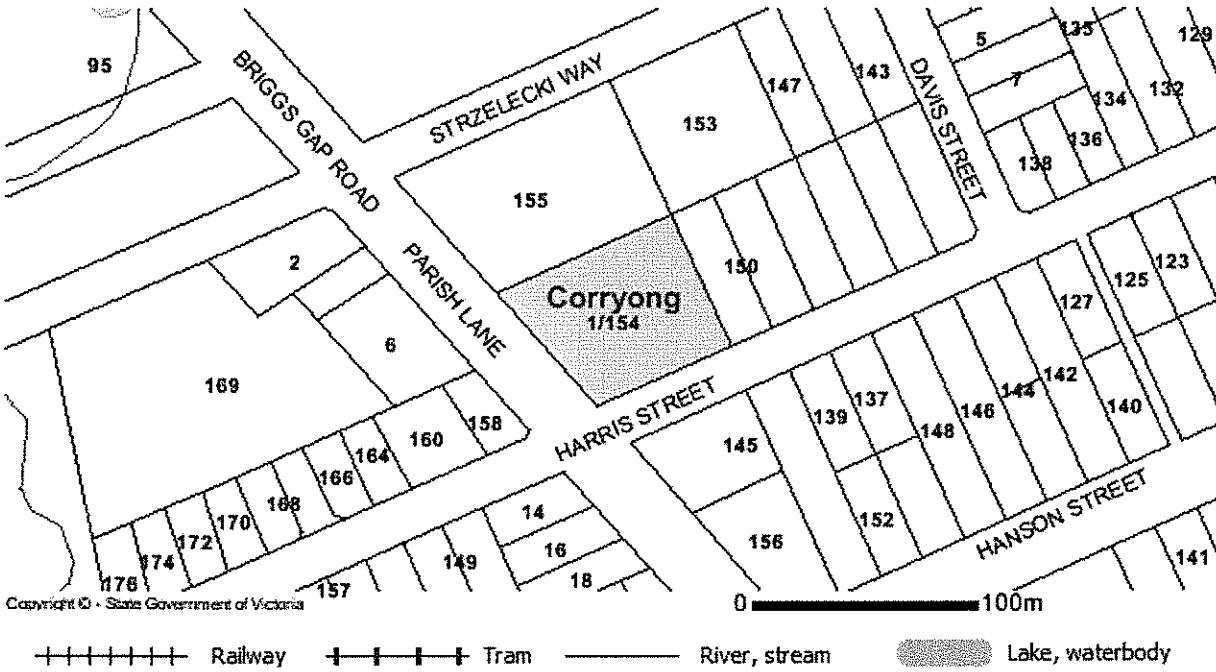
If a significant land use change is proposed (for example, a subdivision into 3 or more lots), a cultural heritage management plan may be triggered. One or two dwellings, works ancillary to a dwelling, services to a dwelling, alteration of buildings and minor works are examples of works exempt from this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

Area Map



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From www.planning.vic.gov.au on 22 April 2021 11:50 AM

PROPERTY DETAILS

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 Area (Council): **TOWONG**
 Council Property Number: **115800**
 Planning Scheme: **Towong**
 Directory Reference: **VicRoads 644 B4**

www.towong.vic.gov.au

planning-schemes.delwp.vic.gov.au/schemes/towong

UTILITIES

Rural Water Corporation: **Goulburn-Murray Water**
 Urban Water Corporation: **North East Water**
 Melbourne Water: **outside drainage boundary**
 Power Distributor: **AUSNET**

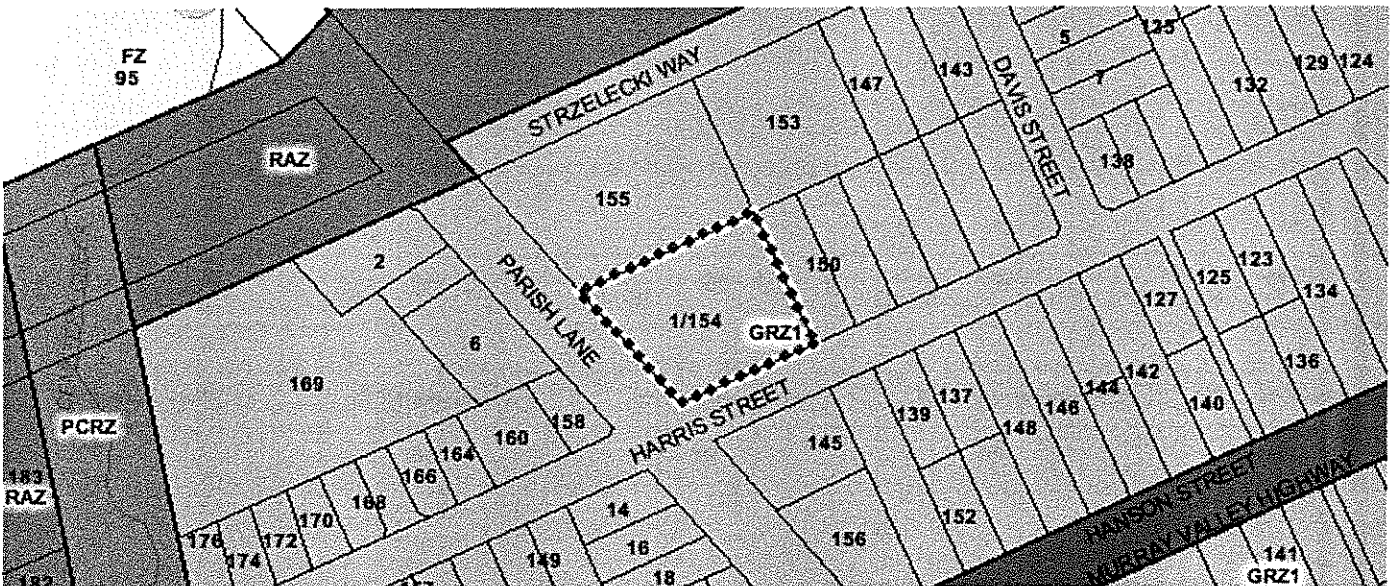
STATE ELECTORATES

Legislative Council: **NORTHERN VICTORIA**
 Legislative Assembly: **BENAMBRA**

Planning Zones






GENERAL RESIDENTIAL ZONE (GRZ)

GENERAL RESIDENTIAL ZONE - SCHEDULE 1 (GRZ1)



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0 100m

- | | | |
|---|---|---|
|  FZ - Farming |  GRZ - General Residential |  PCRZ - Public Conservation & Resource |
|  RAZ - Rural Activity |  RDZ1 - Road - Category 1 | |

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

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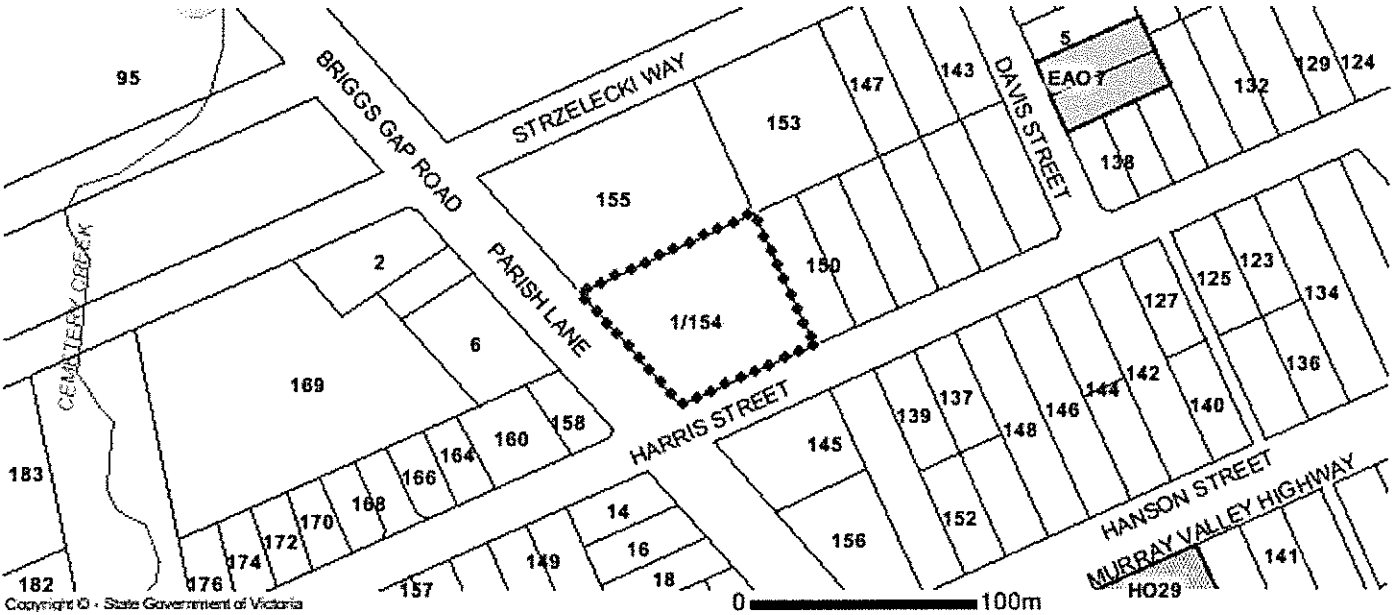
Notwithstanding this disclaimer, a vendor may rely on the information in this report for the purpose of a statement that land is in a bushfire prone area as required by section 32C (b) of the Sale of Land 1962 (Vic).

Planning Overlay

None affecting this land - there are overlays in the vicinity

ENVIRONMENTAL AUDIT OVERLAY (EAO)

HERITAGE OVERLAY (HO)



EAO - Environmental Audit

HO - Heritage

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

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.

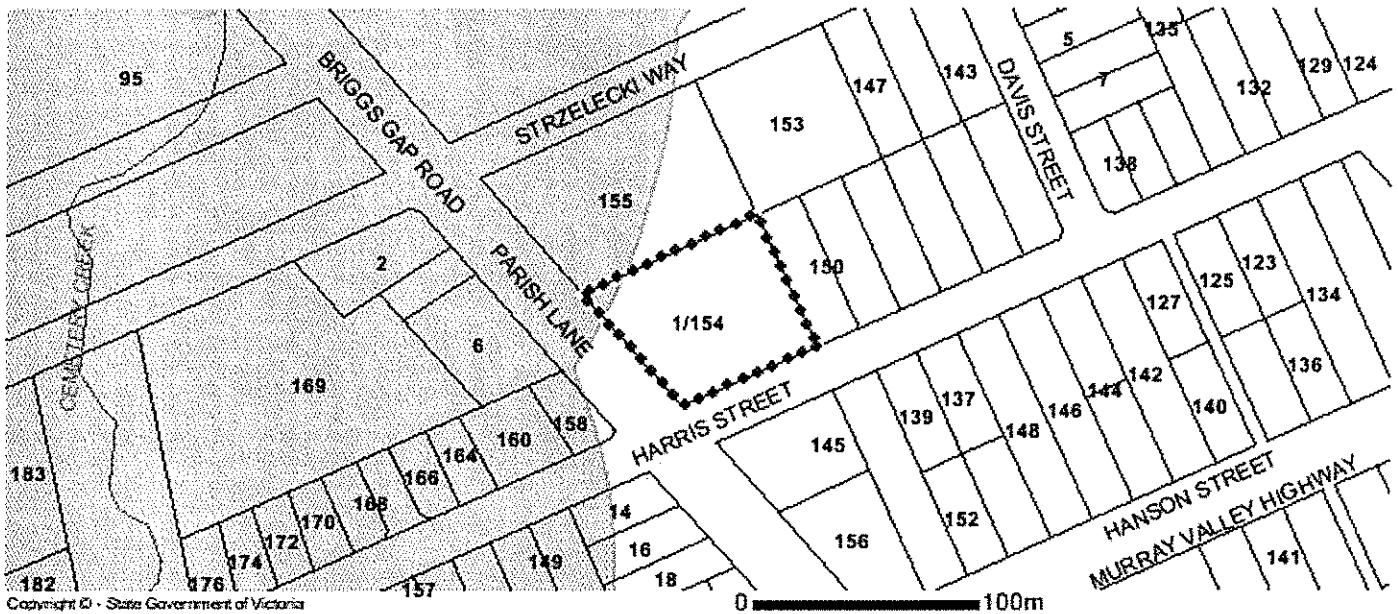
Under the Aboriginal Heritage Regulations 2018, 'areas of cultural heritage sensitivity' are one part of a two part trigger which require a 'cultural heritage management plan' be prepared where a listed 'high impact activity' is proposed.

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>



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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>

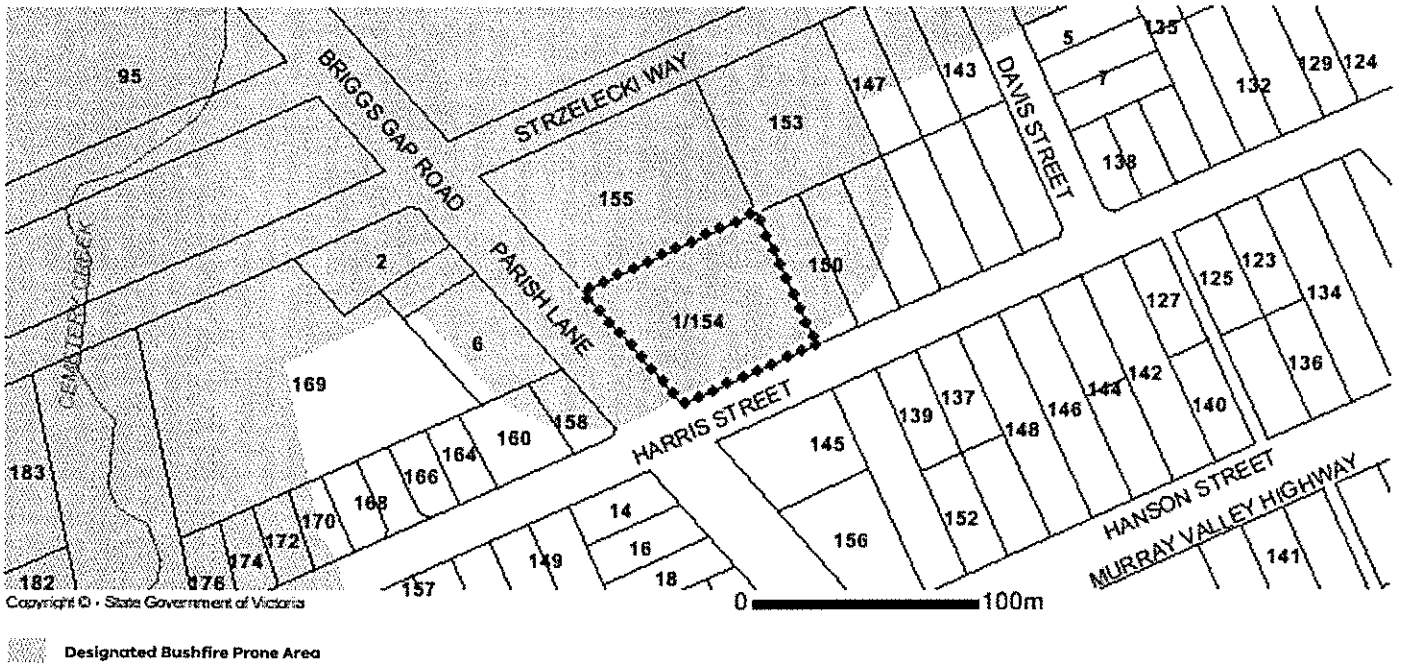
For details of surrounding properties, use this service to get the Reports for properties of interest.

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>

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 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 <http://mapshare.maps.vic.gov.au/vicplan> 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>

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Instalment Notice

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

152192/XT/00000155 1/1
Robin & Veronica Owen Superannuation Fund
PO Box 7006
Tathra NSW 2550

Property Number
115850

Outstanding Balance
\$0.00

+

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 2/154 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



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Ref: **2956**

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BPAY View* - View and pay this bill using internet banking.

BPAY View Registration No.: **2956**



Billers code: 0883
Ref: 2956

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or cheque.



*883 2956



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• 76 Hanson Street, Corryong



Mail: Detach and return this section
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Instalment Notice

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Enquiries?



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152192/XT/00000156 1/1
Robin & Veronica Owen Superannuation Fund
PO Box 7006
Tathra NSW 2550

Property Number
115900

Outstanding Balance
\$0.00

+

This Instalment
\$258.00

=

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 3/154 Harris Street Corryong
0.48 hectares

Description:
CA PT 14 SEC 14 TSH Corryong PSH Towong

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Pension Rebate

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How to pay



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Ref: 2964

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Instalment Notice

Issued on 22 April 2021
ABN 45 718 604 860

Enquiries?



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152192/XT/00000157 1/1
Robin & Veronica Owen Superannuation Fund
PO Box 7006
Tathra NSW 2550

Property Number
115950

Outstanding Balance
\$0.00

+

This Instalment
\$258.00

=

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



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Ref: 2972

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• 76 Hanson Street, Corryong



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*883 2972

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Instalment Notice

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

152192/XT/00000158 1/1
Robin & Veronica Owen Superannuation Fund
PO Box 7006
Tathra NSW 2550

Property Number
116000

Outstanding Balance
\$0.00

+

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



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Ref: 2980

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Instalment Notice

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

152192/XT/00000159 1/1
Robin & Veronica Owen Superannuation Fund
PO Box 7006
Tathra NSW 2550

Property Number
116050

Outstanding Balance
\$0.00

+

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 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



Billers Code: **21485**
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BPAY View Registration No.: **2998**



Billers code: 0883
Ref: 2998

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• PO Box 55 Tallangatta VIC 3700

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



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

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 Water asset.:
- 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):

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

HOW TO PAY

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

Billier Code: **3004**

BPAY Ref No: **12218043136**



Sources: Esri, HERE, Garmin, Intermap, increment P Corp., GEBCO, USGS, FAO, NPS, NRCAN, GeBCo, IGN, Kadaster NL, Ordnance Survey, Esri Japan, MHF, Esri



PO Box 863
Wodonga, Victoria 3690
83 Thomas Mitchell Drive
Wodonga, Victoria 3690
Telephone: 1300 361 622

WATER			

Issue Date: 23/04/2021
Scale: 1:1,128



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

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 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 18th day of March 20 21
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: 634 293 002
Address: 64 Hanson Street, Corryong, VIC, 3707 ABN: 22 634 293 002
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 ACN: _____

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: 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 listed here:

Tenant's Name	Bond Amount
<u>Chandan Kulkarni</u>	<u>\$543.00</u>

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).

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.
 - (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

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.

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 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 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. Initial:

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.

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 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. REPAIRS

26.1 (1) Urgent Repairs Contact:

The Landlord has authorised the following contacts to approve Urgent Repairs:

Agent: Yes No

Phone: (02) 6076 2054 Limit:

Other:

Phone: (02) 6076 2054 Limit:

Note: The Limit specified for each Urgent Repairs Contact is the maximum amount the contact is authorised to approve for Urgent Repairs.

(2) For Urgent Repairs the Tenant should notify an Urgent Repairs Contact or where there is no Urgent Repairs Contact nominated or available, the Landlord.

26.2 The Tenant may arrange for a suitably qualified person to make Urgent Repairs if:

(1) after giving notice in accordance with Clause 26.1(2) the Tenant is unable to get an Urgent Repairs Contact or the Landlord to immediately carry out the repairs, or

(2) after taking reasonable steps the Tenant is unable to notify an 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 a value of \$1800.00 (or such other amount that may be prescribed) including GST, provided the Tenant has given the Landlord/Landlord's Agent written notice of such repairs (including relevant accounts) within 14 days of the repairs being carried out.

26.4 Urgent Repairs: (as defined in the Act) means 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
- (8) a failure or breakdown of any essential 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, electricity or water supply to the Premises; or
- (10) malfunctioning of an appliance, fitting 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 Premises to be unsafe or not secure, or
- (12) a serious fault in a lift or staircase

26.5 For non-urgent repairs the Tenant should contact:

- (1) where there is a managing agent, the Agent;
- (2) otherwise, the Landlord

27. LANDLORD'S ACCESS TO THE PREMISES

27.1 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:

- (1) to show the Premises to prospective buyers or mortgagees on a reasonable number of occasions, if the Tenant gets reasonable notice on each occasion (at least 24hours)
- (2) where a notice to vacate or a notice of intention to vacate has been given, a notice of entry may only be exercised within 14 days of the termination date for the purposes of showing the Premises to a prospective tenant.
- (3) to erect signage for purposes connected with the sale or letting of the Premises.
- (4) to enable the Landlord to carry out a duty under the Residential Tenancies Act 1997, the Tenancy Agreement or any other applicable Act.
- (5) Other:

Note: In exercising its rights under this Clause 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 Additional Terms (including Other Additional Terms) contained in this Agreement form the whole of the Agreement between the parties.

28.2 No amendment, alteration or addition to this Agreement will be valid unless in writing and signed by the Tenant and the Landlord/Agent.



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 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 27th day of March 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: _____

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

Address: 2-154 Harris Street, Corryong Vic 3707

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

The rent amount is: \$250.00 The date the first rent payment is due: 27/03/2020

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 Bendigo Bank BSB: 633000 Account: 167671544

3. BOND

The Tenant must pay a bond of \$543.00 to the Landlord/Agent on 27/03/2020

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 listed here:

Tenant's Name	Bond Amount
<u>Paul Sylvia</u>	<u>\$271.50</u>
<u>Christian Sylvia</u>	<u>\$271.50</u>
_____	<u>\$0.00</u>
_____	<u>\$0.00</u>

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).

4. PERIOD

[Tick applicable Period]

(a) The period of the Agreement is **12 Months**
commencing on the **27th** day of **March** 20 **20**
and ending on the **26th** day of **March** 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 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]*

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 **ozziepaul_07@yahoo.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 accordance with the requirements of the Electronic Transactions (Victoria) Act 2000 at this email address:
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 to electronic service under subclause (1), the TENANT or the LANDLORD must not infer consent to electronic service from the receipt or response to emails or other electronic communications.

(3) Change of Electronic Address

The TENANT or the LANDLORD must immediately give notice in writing to the other party if the email address for electronic service under subclause (1) changes.

(4) Withdrawal of Consent

- (a) The TENANT or the LANDLORD may withdraw their consent under subclause (1) to electronic service of notices and other documents only by giving notice in writing to the other party.
- (b) Following the giving of notice under paragraph (a), no further notices or other documents are to be served by electronic communication.

5. CONDITION OF THE PREMISES

The LANDLORD must -

- (a) ensure that the Premises are maintained in good repair; and
- (b) if the Landlord owns or controls the common 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 taken to avoid damaging the rented Premises.
- (b) The TENANT must take reasonable care to avoid damaging any common areas.
- (c) 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. 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 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. 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 Premises to be used in such a manner as to cause a nuisance or cause an interference with the reasonable peace, comfort or privacy of any occupier of neighbouring premises.

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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.
 - (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

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.

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 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 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. Initial:

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.

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 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. REPAIRS

26.1 (1) Urgent Repairs Contact:

The Landlord has authorised the following 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 Urgent Repairs Contact is the maximum amount the contact is authorised to approve for Urgent Repairs.

(2) For Urgent Repairs the Tenant should notify an Urgent Repairs Contact or where there is no Urgent Repairs Contact nominated or available, the Landlord.

26.2 The Tenant may arrange for a suitably qualified person to make Urgent Repairs if:

(1) after giving notice in accordance with Clause 26.1(2) the Tenant is unable to get an Urgent Repairs Contact or the Landlord to immediately carry out the repairs, or

(2) after taking reasonable steps the Tenant is unable to notify an 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 a value of \$1800.00 (or such other amount that may be prescribed) including GST, provided the Tenant has given the Landlord/Landlord's Agent written notice of such repairs (including relevant accounts) within 14 days of the repairs being carried out.

26.4 Urgent Repairs: (as defined in the Act) means 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
- (8) a failure or breakdown of any essential 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, electricity or water supply to the Premises; or
- (10) malfunctioning of an appliance, fitting 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 Premises to be unsafe or not secure, or
- (12) a serious fault in a lift or staircase

26.5 For non-urgent repairs the Tenant should contact:

- (1) where there is a managing agent, the Agent;
- (2) otherwise, the Landlord

27. LANDLORD'S ACCESS TO THE PREMISES

27.1 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:

- (1) to show the Premises to prospective buyers or mortgagees on a reasonable number of occasions, if the Tenant gets reasonable notice on each occasion (at least 24hours)
- (2) where a notice to vacate or a notice of intention to vacate has been given, a notice of entry may only be exercised within 14 days of the termination date for the purposes of showing the Premises to a prospective tenant.
- (3) to erect signage for purposes connected with the sale or letting of the Premises.
- (4) to enable the Landlord to carry out a duty under the Residential Tenancies Act 1997, the Tenancy Agreement or any other applicable Act.
- (5) Other:

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Note: In exercising its rights under this Clause 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 Additional Terms (including Other Additional Terms) contained in this Agreement form the whole of the Agreement between the parties.

28.2 No amendment, alteration or addition to this Agreement will be valid unless in writing and signed by the Tenant and the Landlord/Agent.

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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 keep.
- All attachments accompanying this Agreement must be signed and dated as acknowledgement they have been read and agreed to by both parties.
- 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.

AGREEMENT

This Agreement is made on the 24th day of April 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: _____

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: 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: 24/04/2020

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 Bendigo Bank BSB: 633000 Account: 167671544

3. BOND

The Tenant must pay a bond of \$478.00 to the Landlord/Agent on 16/04/2020

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 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).

4. PERIOD

[Tick applicable Period]

(a) The period of the Agreement is **12 Months**
commencing on the **24th** day of **April** 20 **20**
and ending on the **23rd** day of **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 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]*

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 _____

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 accordance with the requirements of the Electronic Transactions (Victoria) Act 2000 at this email address:
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 to electronic service under subclause (1), the TENANT or the LANDLORD must not infer consent to electronic service from the receipt or response to emails or other electronic communications.

(3) Change of Electronic Address

The TENANT or the LANDLORD must immediately give notice in writing to the other party if the email address for electronic service under subclause (1) changes.

(4) Withdrawal of Consent

(a) The TENANT or the LANDLORD may withdraw their consent under subclause (1) to electronic service of notices and other documents only by giving notice in writing to the other party.

(b) Following the giving of notice under paragraph (a), no further notices or other documents are to be served by electronic communication.

5. CONDITION OF THE PREMISES

The LANDLORD must -

- (a) ensure that the Premises are maintained in good repair; and
- (b) if the Landlord owns or controls the common 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 taken to avoid damaging the rented Premises.
- (b) The TENANT must take reasonable care to avoid damaging any common areas.
- (c) 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. 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 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. 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 Premises to be used in such a manner as to cause a nuisance or cause an interference with the reasonable peace, comfort or privacy of any occupier of neighbouring premises.

MIA

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.
 - (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

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.

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 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 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. Initial:

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.

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 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 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 Urgent Repairs Contact is the maximum amount the contact is authorised to approve for Urgent Repairs.

(2) For Urgent Repairs the Tenant should notify an Urgent Repairs Contact or where there is no Urgent Repairs Contact nominated or available, the Landlord.

26.2 The Tenant may arrange for a suitably qualified person to make Urgent Repairs if:

(1) after giving notice in accordance with Clause 26.1(2) the Tenant is unable to get an Urgent Repairs Contact or the Landlord to immediately carry out the repairs, or

(2) after taking reasonable steps the Tenant is unable to notify an 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 a value of \$1800.00 (or such other amount that may be prescribed) including GST, provided the Tenant has given the Landlord/Landlord's Agent written notice of such repairs (including relevant accounts) within 14 days of the repairs being carried out.

26.4 Urgent Repairs: (as defined in the Act) means 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
- (8) a failure or breakdown of any essential 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, electricity or water supply to the Premises; or
- (10) malfunctioning of an appliance, fitting 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 Premises to be unsafe or not secure, or
- (12) a serious fault in a lift or staircase

26.5 For non-urgent repairs the Tenant should contact:

- (1) where there is a managing agent, the Agent;
- (2) otherwise, the Landlord

27. LANDLORD'S ACCESS TO THE PREMISES

27.1 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:

- (1) to show the Premises to prospective buyers or mortgagees on a reasonable number of occasions, if the Tenant gets reasonable notice on each occasion (at least 24hours)
- (2) where a notice to vacate or a notice of intention to vacate has been given, a notice of entry may only be exercised within 14 days of the termination date for the purposes of showing the Premises to a prospective tenant.
- (3) to erect signage for purposes connected with the sale or letting of the Premises.
- (4) to enable the Landlord to carry out a duty under the Residential Tenancies Act 1997, the Tenancy Agreement or any other applicable Act.
- (5) Other:

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Note: In exercising its rights under this Clause 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 Additional Terms (including Other Additional Terms) contained in this Agreement form the whole of the Agreement between the parties.

28.2 No amendment, alteration or addition to this Agreement will be valid unless in writing and signed by the Tenant and the Landlord/Agent.

MIA

emailed owner ✓
tenant has copy ✓

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 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 28th day of January 20 21

at: 64 Hanson Street, Corryong VIC 3707

BETWEEN

LANDLORD AND LANDLORD'S LETTING AGENT (Provide an ACN if applicable)

Landlord: Rob Owen ACN: _____
 Address: _____ ABN: _____
 Email: _____ Phone: _____

WHOSE LETTING AGENT IS (if applicable)

The Landlord's Letting Agent is not responsible for this Agreement after signing. See Clause 32

Agent: Costello Rural Pty Ltd T/as Costello Rural ACN: 634 293 002
 Address: 64 Hanson Street, Corryong, VIC, 3707 ABN: 22 634 293 002
 Email: rentals@costellorural.com.au Phone: (02) 6076 2054

AND

TENANT (Provide an ACN if applicable)

Name/s: David Bazeley
 Address: 4/154 Harris Street, Corryong VIC 3707
 Phone/s: 0412 301 103 ACN: _____

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. RENT

The rent amount is: \$180.00 The date the first rent payment is due: 17/02/2021

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: 167671544

3. BOND

The Tenant must pay a bond of \$391.00 to the Landlord/Agent on 20/08/2020

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 listed here:

Tenant's Name	Bond Amount
<u>David Bazeley</u>	<u>\$391.00</u>
_____	_____
_____	_____

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).

4. PERIOD

[Tick applicable Period]

(a) The period of the Agreement is 12 months
commencing on the 22nd day of January 20 21
and ending on the 21st day of January 20 22

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 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]

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 davidbazeleymobile@yahoo.com.au

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 accordance with the requirements of the Electronic Transactions (Victoria) Act 2000 at this email address:

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 to electronic service under subclause (1), the TENANT or the LANDLORD must not infer consent to electronic service from the receipt or response to emails or other electronic communications.

(3) Change of Electronic Address

The TENANT or the LANDLORD must immediately give notice in writing to the other party if the email address for electronic service under subclause (1) changes.

(4) Withdrawal of Consent

(a) The TENANT or the LANDLORD may withdraw their consent under subclause (1) to electronic service of notices and other documents only by giving notice in writing to the other party.

(b) Following the giving of notice under paragraph (a), no further notices or other documents are to be served by electronic communication.

5. CONDITION OF THE PREMISES

The LANDLORD must -

- (a) ensure that the Premises are maintained in good repair; and
- (b) if the Landlord owns or controls the common 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 taken to avoid damaging the rented Premises.
- (b) The TENANT must take reasonable care to avoid damaging any common areas.
- (c) 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. 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 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. 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 Premises to be used in such a manner as to cause a nuisance or cause an interference with the reasonable peace, comfort or privacy of any occupier of neighbouring premises.

9. QUIET ENJOYMENT

The LANDLORD must take all reasonable steps to ensure that the TENANT has quiet enjoyment of the Premises.

10. ASSIGNMENT OR SUB-LETTING

- (a) The TENANT must not assign or sub-let the whole or any part of the Premises 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 consent, except in respect of any fees, costs or charges incurred by the Landlord in relation to the preparation of a written assignment 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 further rights and duties.)

SCHEDULE OF ITEMS (See Clause 1)

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ADDITIONAL TERMS

Additional terms which do not take away any of the rights and duties included in the Residential Tenancies Act 1997 may be set out in this section

Any additional terms must also comply with the Unfair Contract Terms under Part 2-3 of the Australian Consumer Law (Victoria). Contact Consumer Affairs Victoria on 1300 55 81 81 for further information or visit www.consumer.vic.gov.au.

12. TENANTS

12.1 All persons using the Premises as Tenants or otherwise must comply with the provisions of this Agreement and the Residential Tenancies Act 1997 and other relevant legislation and regulations. Any proposed change in Tenants must be immediately notified to the Landlord.

13. CARE OF THE PREMISES

13.1 The Tenant agrees:

- (1) not to paint, mark or deface the Premises internally or externally or use nails, screws or adhesives without prior written consent of the Landlord.
- (2) to place all household rubbish in the bin provided by the local authority and put the bin out for collection on the designated day for collection and remove the bin to the Premises promptly after it has been emptied and return it to its allotted place.
- (3) not to use any sink, basin, toilet, drain or like facility in or connected to the Premises for other than their intended use nor to do anything that might damage or block the plumbing drainage or sewerage servicing the Premises and to promptly notify the Landlord of any blockage or defect.
- (4) not to affix any television antenna, satellite dish or cabling to the Premises without prior written consent of the Landlord.
- (5) not to hang washing, or other articles anywhere but in areas provided or designated for this purpose.
- (6) to maintain all garden areas including watering (subject to any council restrictions) trees, lawn and other plants, mowing the 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 fluoro tubes and ensure all are in a working condition at the end of the tenancy. Where such damage has been occasioned by the Landlord or its Agent it shall be the Landlord's responsibility to replace light bulbs and fluoro tubes.
- (8) not to carry out any mechanical repairs to machinery (including cars and/or boats) which the Tenant may bring onto the Premises.
- (9) where the Landlord's consent has been obtained in respect of Clause 13.1(1) and 13.1(4) the Landlord may require, as a condition of consent, that the Tenant return the Premises to its original condition at the end of the Tenancy.
- (10) where a product, fixture or fitting provided with the Premises has a warning label or safety instructions attached the Tenant is not to deface, damage or remove such label.
- (11) Other:

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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.

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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.
 - (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
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- 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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16.1 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
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- 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.
- 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.

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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.

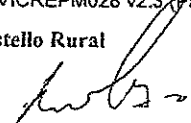
19. OWNERS CORPORATION

The Premises is subject to the Owners Corporation Act 2006: Yes 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 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. Initial:

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.



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 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

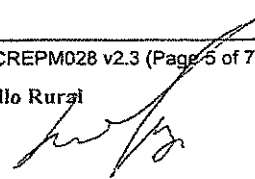
- 23.1 The Tenant agrees:
- (1) not to by act or omission, do anything which would cause any increase in the premium of any insurance the Landlord may have over the Premises (or their contents) or cause such insurance policy to be invalidated.
 - (2) to pay the Landlord any excess or premium increase 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. REPAIRS

26.1 (1) Urgent Repairs Contact:

The Landlord has authorised the following contact to approve Urgent Repairs:

Name: Phone: **0438 127 557** Limit:

The Agent is not authorised to approve Urgent Repairs.

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 notify the Urgent Repairs Contact or where there is no Urgent Repairs Contact nominated or available, the Landlord.

26.2 The Tenant may arrange for a suitably qualified person to make Urgent Repairs if:

- (1) after giving notice in accordance with Clause 26.1(2) the Tenant is unable to get the Urgent Repairs Contact or the Landlord to immediately carry out the repairs, or
(2) after taking reasonable steps the Tenant 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 a value of \$1800.00 (or such other amount that may be prescribed) including GST, provided the Tenant has given the Landlord written notice of such repairs (including relevant accounts) within 14 days of the repairs being carried out.

26.4 Urgent Repairs: (as defined in the Act) means 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
- (8) a failure or breakdown of any essential 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, electricity or water supply to the Premises; or
- (10) malfunctioning of an appliance, fitting 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 Premises to be unsafe or not secure, or
- (12) a serious fault in a lift or staircase

26.5 For non-urgent repairs the Tenant should contact the Landlord unless otherwise instructed in writing by the Landlord.

27. LANDLORD'S ACCESS TO THE PREMISES

27.1 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:

- (1) to show the Premises to prospective buyers or mortgagees on a reasonable number of occasions, if the Tenant gets reasonable notice on each occasion (at least 24 hours)
- (2) where a notice to vacate or a notice of intention to vacate has been given, a notice of entry may only be exercised within 14 days of the termination date for the purposes of showing the Premises to a prospective tenant.
- (3) to erect signage for purposes connected with the sale or letting of the Premises.
- (4) to enable the Landlord to carry out a duty under the Residential Tenancies Act 1997, the Tenancy Agreement or any other applicable Act.
- (5) Other:

Note: In exercising its rights under this Clause 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 Additional Terms (including Other Additional Terms) contained in this Agreement form the whole of the Agreement between the parties.

28.2 No amendment, alteration or addition to this Agreement will be valid unless in writing and signed by the Tenant and the Landlord/Agent.

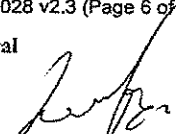
29. PRIVACY

29.1 The Landlord's Letting Agent must comply with the provisions of the Australian Privacy Principles (Privacy Act 1988 (CTH)) and where required maintain a Privacy Policy.

29.2 The Privacy Policy outlines how the Landlord's Letting Agent collects and uses Personal Information provided by you as the Tenant, or obtained by other means, to provide the services required by you or on your behalf.

29.3 You as the Tenant agree the Landlord's Letting Agent may, subject to the Privacy Act 1988 (CTH) (where applicable), collect, use and disclose such information to:

- (1) the Landlord of the Premises to which this Agreement applies, insofar as such information is relevant to the managing and/or leasing of the Premises; and/or



29. PRIVACY (Continued)

(2) (subject to the provisions of Part 10A of the Residential Tenancies Act 1997) residential tenancy databases for the purpose of enabling a proper assessment of the risk in providing you with the tenancy and if applicable listing, in compliance with Section 439E of the Residential Tenancies Act 1997, tenancy agreement breaches; and/or

(3) previous managing agents or landlords and nominated referees to confirm information provided by you.

29.4 Documents or copies of documents provided to establish the identity of the Tenant or persons entitled to deal on behalf of the Tenant, will be retained by the Landlord's Letting Agent in accordance with the Australian Privacy Principles and will not be used for any purpose other than confirming the identity of such person/s.

29.5 The Tenant has the right to access such Personal Information and may require correction or amendment of any inaccurate, incomplete, out of date or irrelevant information.

29.6 The Landlord's Letting Agent will provide (where applicable), on request, a copy of its Privacy Policy.

30. DATA COLLECTION

Upon signing this Agreement the parties agree the Landlord's Letting Agent, and the form completion service provider providing this form, may without disclosing Personal Information collect, use and disclose to Data Collection Agencies information contained in this 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 real estate data to provide information to the real estate, finance and property valuation industries to enable data analysis.

(2) **Personal Information:** means personal information as defined in the Privacy Act 1988 (CTH).

32. LANDLORD'S LETTING AGENT'S RELEASE

32.1 The Landlord has appointed the Landlord's Agent for the purposes of this Residential Tenancy Agreement. All references to the Landlord's Agent are to be read as applying only to the Landlord except where the term Landlord's Letting Agent is specifically used.

32.2 The Tenant acknowledges and confirms that after signing this Agreement all matters relating to this Residential Tenancy Agreement are to be referred directly to the Landlord.

33. OTHER ADDITIONAL TERMS

[Empty box for additional terms]

34. 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 Tenants* booklet as published by the Consumer Affairs Victoria, at the start of the tenancy.

Signed by the Landlord/Landlord's Agent:

Signature: [Signature]

Signature of Tenant(s):

Tenant 1: [Signature]

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 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 25th day of July 20 19

at 64 Hanson Street, Corryong Vic 3707

BETWEEN

LANDLORD AND LANDLORD'S AGENT (Provide an ACN if applicable)

Landlord: R & V Owen ACN: _____

Address: _____ ABN: _____

Email: _____ Phone: _____

WHOSE AGENT IS (if applicable)

Agent: Costello Rural Pty Ltd T/as Costello Rural ACN: _____

Address: 64 Hanson Street, Corryong, VIC, 3707 ABN: _____

Email: _____ Phone: _____

AND

TENANT (Provide an ACN if applicable)

Name/s: Jessica Glabbatz

Address: 5/154 Harris Street, Corryong Vic 3707

Phone/s: 0429 636 168 0429 169 491 ACN: _____

1. PREMISES

The landlord lets the Premises known as:

5/154 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: 26/07/2019

Pay Period: Weekly / Fortnightly / Monthly (insert the date of each month when the rent is due)

Place of Payment: Purling Pty Ltd t/a Costello Rural Vic Trust Acct Bendigo Bank BSB 633000 Account 124274739

3. BOND

The Tenant must pay a bond of \$543.00 to the Landlord/Agent on 26/07/2019.

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 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).

4. PERIOD

[Tick applicable Period]

- (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 Tenancies Act 1997, the Agreement will continue as a periodic tenancy.

OR

- (b) The Agreement will commence from 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]*

- 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 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 accordance with the requirements of the Electronic Transactions (Victoria) Act 2000 at this email address:

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 to electronic service under subclause (1), the TENANT or the LANDLORD must not infer consent to electronic service from the receipt or response to emails or other electronic communications.

(3) Change of Electronic Address

The TENANT or the LANDLORD must immediately give notice in writing to the other party if the email address for electronic service under subclause (1) changes.

(4) Withdrawal of Consent

- (a) The TENANT or the LANDLORD may withdraw their consent under subclause (1) to electronic service of notices and other documents only by giving notice in writing to the other party.
(b) Following the giving of notice under paragraph (a), no further notices or other documents are to be served by electronic communication.

5. CONDITION OF THE PREMISES

The LANDLORD must -

- (a) ensure that the Premises are maintained in good repair; and
(b) if the Landlord owns or controls the common 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 taken to avoid damaging the rented Premises.
(b) The TENANT must take reasonable care to avoid damaging any common areas.
(c) 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. 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 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. 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 Premises to be used in such a manner as to cause a nuisance or cause an interference with the reasonable peace, comfort or privacy of any occupier of neighbouring premises.

9. QUIET ENJOYMENT

The LANDLORD must take all reasonable steps to ensure that the TENANT has quiet enjoyment of the Premises.

10. ASSIGNMENT OR SUB-LETTING

- (a) The TENANT must not assign or sub-let the whole or any part of the Premises 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 consent, except in respect of any fees, costs or charges incurred by the Landlord in relation to the preparation of a written assignment 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 further rights and duties.)

SCHEDULE OF ITEMS (See Clause 1)

ADDITIONAL TERMS

Additional terms which do not take away any of the rights and duties included in the Residential Tenancies Act 1997 may be set out in this section

Any additional terms must also comply with the Unfair Contract Terms under Part 2-3 of the Australian Consumer Law (Victoria). Contact Consumer Affairs Victoria on 1300 55 81 81 for further information or visit www.consumer.vic.gov.au.

12. TENANTS

12.1 All persons using the Premises as Tenants or otherwise must comply with the provisions of this Agreement and the Residential Tenancies Act 1997 and other relevant legislation and regulations. Any proposed change in Tenants must be immediately notified to the Landlord.

13. CARE OF THE PREMISES

13.1 The Tenant agrees:

- (1) not to paint, mark or deface the Premises internally or externally or use nails, screws or adhesives without prior written consent of the Landlord.
- (2) to place all household rubbish in the bin provided by the local authority and put the bin out for collection on the designated day for collection and remove the bin to the Premises promptly after it has been emptied and return it to its allotted place.
- (3) not to use any sink, basin, toilet, drain or like facility in or connected to the Premises for other than their intended use nor to do anything that might damage or block the plumbing drainage or sewerage servicing the Premises and to promptly notify the Landlord of any blockage or defect.
- (4) not to affix any television antenna, satellite dish or cabling to the Premises without prior written consent of the Landlord.
- (5) not to hang washing, or other articles anywhere but in areas provided or designated for this purpose.
- (6) to maintain all garden areas including watering (subject to any council restrictions) trees, lawn and other plants, mowing the 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 and ensure all are in a working condition at the end of the tenancy. Where such damage has been occasioned by the Landlord or its Agent it shall be the Landlord's responsibility to replace light bulbs and fluro tubes.
- (8) not to carry out any mechanical repairs to machinery (including cars and/or boats) which the Tenant may bring onto the Premises.
- (9) where the Landlord's consent has been obtained in respect of Clause 13.1(1) and 13.1(4) the Landlord may require, as a condition of consent, that the Tenant return the Premises to its original condition at the end of the Tenancy.
- (10) where a product, fixture or fitting provided with the Premises has a warning label or safety instructions attached the Tenant is not to deface, damage or remove such label.
- (11) 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.

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.
 - (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

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.

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 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 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. Initial:

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.

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 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. REPAIRS

26.1 (1) Urgent Repairs Contact

The Landlord has authorised the following contacts to approve Urgent Repairs:

Agent: Yes No

Phone: (02) 6076 2054 Limit: \$150.00

Other:

Phone: Limit: \$0.00

Note: The Limit specified for each Urgent Repairs Contact is the maximum amount the contact is authorised to approve for Urgent Repairs.

- (2) For Urgent Repairs the Tenant should notify an Urgent Repairs Contact or where there is no Urgent Repairs Contact nominated or available, the Landlord.

26.2 The Tenant may arrange for a suitably qualified person to make Urgent Repairs if:

- (1) after giving notice in accordance with Clause 26.1(2) the Tenant is unable to get an Urgent Repairs Contact or the Landlord to immediately carry out the repairs, or
- (2) after taking reasonable steps the Tenant is unable to notify an 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 a value of \$1800.00 (or such other amount that may be prescribed) including GST, provided the Tenant has given the Landlord/Landlord's Agent written notice of such repairs (including relevant accounts) within 14 days of the repairs being carried out.

26.4 Urgent Repairs: (as defined in the Act) means 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
- (8) a failure or breakdown of any essential 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, electricity or water supply to the Premises; or
- (10) malfunctioning of an appliance, fitting 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 Premises to be unsafe or not secure, or
- (12) a serious fault in a lift or staircase

26.5 For non-urgent repairs the Tenant should contact:

- (1) where there is a managing agent, the Agent;
- (2) otherwise, the Landlord

27. LANDLORD'S ACCESS TO THE PREMISES

27.1 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:

- (1) to show the Premises to prospective buyers or mortgagees on a reasonable number of occasions, if the Tenant gets reasonable notice on each occasion (at least 24hours)
- (2) where a notice to vacate or a notice of intention to vacate has been given, a notice of entry may only be exercised within 14 days of the termination date for the purposes of showing the Premises to a prospective tenant.
- (3) to erect signage for purposes connected with the sale or letting of the Premises.
- (4) to enable the Landlord to carry out a duty under the Residential Tenancies Act 1997, the Tenancy Agreement or any other applicable Act.
- (5) Other:

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Note: In exercising its rights under this Clause 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 Additional Terms (including Other Additional Terms) contained in this Agreement form the whole of the Agreement between the parties.

28.2 No amendment, alteration or addition to this Agreement will be valid unless in writing and signed by the Tenant and the Landlord/Agent.

29. PRIVACY

- 29.1 The Landlord's Agent must comply with the provisions of the Australian Privacy Principles (**Privacy Act 1988 (CTH)**) and where required maintain a Privacy Policy.
- 29.2 The Privacy Policy outlines how the Landlord's Agent collects and uses Personal Information provided by you as the Tenant, or obtained by other means, to provide the services required by you or on your behalf.
- 29.3 You as the Tenant agree the Landlord's Agent may, subject to the **Privacy Act 1988 (CTH)** (where applicable), collect, use and disclose such information to:
 - (1) the Landlord of the Premises to which this Agreement applies, insofar as such information is relevant to the managing and/or leasing of the Premises; and/or
 - (2) (subject to the provisions of Part 10A of the **Residential Tenancies Act 1997**) residential tenancy databases for the purpose of enabling a proper assessment of the risk in providing you with the tenancy and if applicable listing, in compliance with Section 439E of the **Residential Tenancies Act 1997**, tenancy agreement breaches; and/or
 - (3) previous managing agents or landlords and nominated referees to confirm information provided by you; and/or
 - (4) tradespeople and similar contractors engaged by the Landlord/Landlord's Agent 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; courts and tribunals and other third parties as may be required by the Landlord's Agent relating to the administration of the Premises and use of the Landlord's Agent's services; and/or
 - (6) a utility connection provider where you request the Landlord's Agent to facilitate the connection and/or disconnection of your utility services; and/or
 - (7) Owners Corporations
- 29.4 Documents or copies of documents provided to establish the identity of the Tenant or persons entitled to deal on behalf of the Tenant, will be retained by the Landlord's Agent in accordance with the Australian Privacy Principles and will not be used for any 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 act effectively or at all in the administration of this Agreement.
- 29.6 The Tenant has the right to access such Personal Information and may require correction or amendment of any inaccurate, incomplete, out of date or irrelevant information.
- 29.7 The Landlord's Agent will provide (where applicable), on request, a copy of its Privacy Policy.

30. DATA COLLECTION

Upon signing this Agreement the parties agree the Landlord's Agent, and the form completion service provider providing this form, may without disclosing Personal Information collect, use and disclose to Data Collection Agencies information contained in this 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 real estate data to provide information to the real estate, finance and property valuation industries to enable data analysis.
- (2) **Personal Information:** means personal information as defined in the **Privacy Act 1988 (CTH)**.

32. OTHER ADDITIONAL TERMS

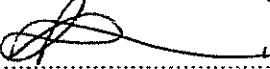
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33. SIGNATURES

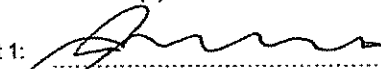
By signing this Agreement the Tenant/s:

- 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 Tenants* booklet as published by the Consumer Affairs Victoria, at the start of the tenancy.

Signed by the Landlord/Landlord's Agent:

Signature: 

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 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 5th day of March 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:

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. PREMISES

The landlord lets the Premises known as:

6-154 Harris Street, Corryong Vic 3707

together with those items indicated in the schedule (strike out if not applicable).

2. RENT

The rent amount is: \$543.00 The date the first rent payment is due: 06/03/2020

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 Bendigo Bank BSB: 633000 Account: 167671544

3. BOND

The Tenant must pay a bond of \$543.00 to the Landlord/Agent on 06/03/2020

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 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).

4. PERIOD

[Tick applicable Period]

- (a) The period of the Agreement is **6 Months**
commencing on the **6th** day of **March** 20 **20**
and ending on the **5th** day of **September** 20 **20**
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 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]

- 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 **bmalakooti@gmail.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 accordance with the requirements of the **Electronic Transactions (Victoria) Act 2000** at this email address:
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 to electronic service under subclause (1), the TENANT or the LANDLORD must not infer consent to electronic service from the receipt or response to emails or other electronic communications.

(3) Change of Electronic Address

The TENANT or the LANDLORD must immediately give notice in writing to the other party if the email address for electronic service under subclause (1) changes.

(4) Withdrawal of Consent

- (a) The TENANT or the LANDLORD may withdraw their consent under subclause (1) to electronic service of notices and other documents only by giving notice in writing to the other party.
(b) Following the giving of notice under paragraph (a), no further notices or other documents are to be served by electronic communication.

5. CONDITION OF THE PREMISES

The LANDLORD must -

- (a) ensure that the Premises are maintained in good repair; and
(b) if the Landlord owns or controls the common 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 taken to avoid damaging the rented Premises.
(b) The TENANT must take reasonable care to avoid damaging any common areas.
(c) 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. 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 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. 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 Premises to be used in such a manner as to cause a nuisance or cause an interference with the reasonable peace, comfort or privacy of any occupier of neighbouring premises.

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.
 - (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

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.

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 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 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. Initial:

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.

Bm

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 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.

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- 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.
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- 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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26.1 (1) Urgent Repairs Contact:

The Landlord has authorised the following 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 Urgent Repairs Contact is the maximum amount the contact is authorised to approve for Urgent Repairs.

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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 a value of \$1800.00 (or such other amount that may be prescribed) including GST, provided the Tenant has given the Landlord/Landlord's Agent written notice of such repairs (including relevant accounts) within 14 days of the repairs being carried out.

26.4 Urgent Repairs: (as defined in the Act) means 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
- (8) a failure or breakdown of any essential 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, electricity or water supply to the Premises; or
- (10) malfunctioning of an appliance, fitting or fixture provided by the Landlord that uses or supplies water that will or may result in substantial water waste; or
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- (2) where a notice to vacate or a notice of intention to vacate has been given, a notice of entry may only be exercised within 14 days of the termination date for the purposes of showing the Premises to a prospective tenant.
- (3) to erect signage for purposes connected with the sale or letting of the Premises.
- (4) to enable the Landlord to carry out a duty under the Residential Tenancies Act 1997, the Tenancy Agreement or any other applicable Act.
- (5) Other:

Note: In exercising its rights under this Clause the Landlord will minimize interference with the Tenant's right of quiet enjoyment.

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28.2 No amendment, alteration or addition to this Agreement will be valid unless in writing and signed by the Tenant and the Landlord/Agent.

Bm

