

# PRIVATE RESIDENTIAL RENTAL AGREEMENT

Property Address: \_\_\_\_\_ Agreement Date: \_\_\_\_\_

## Landlord Information:

Full Name: \_\_\_\_\_

Contact Phone/Email: \_\_\_\_\_

Address for Notices: \_\_\_\_\_

## Tenant Information:

Full Name: \_\_\_\_\_

Contact Phone/Email: \_\_\_\_\_

Address for Notices: \_\_\_\_\_

## Premises Details:

Description of Property: \_\_\_\_\_

Furnishings Included: \_\_\_\_\_

## Term of Tenancy:

Start Date: \_\_\_\_\_

End Date: \_\_\_\_\_

## Rent and Payment Terms:

Rent Amount (AUD): \_\_\_\_\_ AUD

Payment Frequency: \_\_\_\_\_

Payment Method: \_\_\_\_\_

## Bond (Security Deposit):

Bond Amount (AUD): \_\_\_\_\_ AUD

Bond Lodgement Agent: \_\_\_\_\_

## Clause 1 – Parties

This Agreement is made between the Landlord and the Tenant as named herein. Both parties agree to be bound by the terms of this Agreement in relation to the rental of the Premises.

## Clause 2 – Premises

The Landlord agrees to rent to the Tenant the residential premises described above, including any fixtures and fittings, in accordance with the terms set out in this Agreement.

## Clause 3 – Term

The tenancy shall commence on the agreed Start Date and shall continue until the End Date unless terminated earlier in accordance with this Agreement or applicable law.

#### **Clause 4 – Rent**

The Tenant agrees to pay the Rent Amount as specified, in advance, on the agreed payment schedule, by the payment method indicated. Late payments may incur fees as permitted by law.

#### **Clause 5 – Bond**

The Tenant shall pay the Bond Amount prior to taking possession of the Premises. The Bond will be lodged with the appropriate Australian Bond Authority and held in accordance with relevant legislation.

#### **Clause 6 – Use of Premises**

The Tenant agrees to use the Premises solely for residential purposes, to keep the Premises in a reasonable and clean condition, and to comply with all laws and by-laws applicable to the Premises.

#### **Clause 7 – Repairs and Maintenance**

The Landlord is responsible for repairs and maintenance required to keep the Premises in a reasonable state of repair. The Tenant shall notify the Landlord promptly of any damage, defects, or required repairs.

#### **Clause 8 – Tenant's Obligations**

The Tenant shall not assign, sub-let, or part with possession of the Premises without the Landlord's written consent. The Tenant shall not cause nuisance or interfere with neighbors' peaceful enjoyment.

#### **Clause 9 – Entry by Landlord**

The Landlord may enter the Premises with reasonable notice and at reasonable times for inspections, repairs, or to show the Premises to prospective tenants or purchasers, in accordance with applicable laws.

#### **Clause 10 – Utilities and Outgoings**

The Tenant shall be responsible for payment of utilities and other services unless otherwise agreed. The Landlord shall remain responsible for council rates and land tax.

#### **Clause 11 – Insurance**

The Landlord maintains insurance for the Premises. The Tenant is advised to obtain renter's insurance for personal property and liability.

#### **Clause 12 – Termination**

This Agreement may be terminated by either party giving written notice in accordance with the Residential Tenancies Act 1997 (Victoria) or other applicable legislation governing tenancy in Australia.

#### **Clause 13 – Condition Report**

A condition report shall be completed at the start and end of the tenancy to record the state of the Premises. The Tenant agrees to return the Premises in substantially the same condition, fair wear and tear excepted.

#### **Clause 14 – Dispute Resolution**

In the event of disputes, parties agree to attempt resolution through mediation or relevant tenancy dispute resolution services before pursuing legal remedies.

#### **Clause 15 – Governing Law**

This Agreement shall be governed by and construed in accordance with the laws of the State or Territory in Australia where the Premises are located.

#### **Clause 16 – Special Conditions**

Any special conditions agreed between the parties are set out in the attached Schedule A and form part of this

Agreement.

**Clause 17 – Privacy**

The parties agree to comply with Australian privacy laws and use personal information solely for purposes related to this tenancy.

**Clause 18 – Notices**

All notices must be in writing and delivered as per the contact details provided by the parties. Notices are deemed received as per relevant Australian tenancy legislation.

**Clause 19 – Entire Agreement**

This Agreement, including any Schedules, constitutes the entire agreement between the parties and supersedes all prior negotiations or agreements.

**Clause 20 – Signatures**

This Agreement may be executed in counterparts, including electronic signatures, each of which shall be deemed an original and together constitute one agreement.

**LANDLORD'S SIGNATURE**

**TENANT'S SIGNATURE**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

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