

## RESIDENTIAL TENANCY AGREEMENT FOR A FIXED TERM

*Parties to this agreement should consider obtaining legal advice about their rights and obligations under the agreement.*

### LANDLORD: *(Landlord details must be completed even if an agent is acting for the landlord)*

Insert full name/s:	
Address for service of documents (must not be agent's address):	
	Postcode:
Contact telephone number (only required if no agent is managing the property for the landlord):	

### AGENT:

Insert name of registered agent or person managing the property for the landlord:		
Address (for service of documents):		RLA:
		Postcode:
Telephone:	Mobile:	Email address for service of notice or document:

### TENANT/S

Insert full name of <i>tenant 1</i> :	
Contact telephone number:	Email address for service of notice or document:
Insert full name of <i>tenant 2</i> :	
Contact telephone number:	Email address for service of notice or document:
Insert full name of <i>tenant 3</i> :	
Contact telephone number:	Email address for service of notice or document:

### ADDRESS OF PREMISES:

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### TERM OF AGREEMENT:

Starting on:	Ending on:	Term of (e.g. 6 or 12 months)
/ /	/ /	

### RENT:

*Payment of rent will be made on:*

Weekly amount:	Insert day of week rent is due	of each week/fortnight/month
\$		

### BOND AMOUNT:

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### METHOD OF PAYMENT: *An option to pay the rent by an alternative method not involving attendance at the premises must be offered to the tenant.*

Insert how/where the rent is to be paid:

## TERMS OF THE AGREEMENT

### 1. **Application of the Act and Regulations**

The landlord and the tenant are legally bound to comply with the provisions of the *Residential Tenancies Act 1995* and the associated Regulations. An agreement or arrangement that is inconsistent with this Act or purports to exclude, modify or restrict the operation of this Act, is (unless the inconsistency, exclusion, modification or restriction is expressly permitted under this Act) to that extent void.

### 2. **Maintenance of premises - landlord**

The landlord will hand over the premises and ancillary property in a reasonable state of cleanliness, maintain the premises in a reasonable state of repair and abide by all legal requirements regarding the buildings and health and safety in respect of the premises.

### 3. **Maintenance of premises - tenant**

The tenant will keep the premises and ancillary property in a reasonable state of cleanliness and will notify the landlord of any damage to the premises or any state of disrepair that arises during the tenancy. The tenant must not intentionally or negligently cause or permit damage to the premises or ancillary property.

### 4. **Use of premises**

The tenant will not use, allow or cause the premises to be used for any illegal purpose or cause, or allow a nuisance. The tenant must not cause or permit an interference with the reasonable peace, comfort or privacy of another person who resides in the immediate vicinity of the premises.

### 5. **Handing over vacant possession without legal impediment**

At the commencement of the agreement the landlord will hand over vacant possession of the premises to the tenant (except for any part reserved for the landlord's own use set out in this document). When handing over vacant possession the landlord agrees that there is no legal impediment (either known or that should reasonably be known) that would prevent the tenant from using the premises as a residence for the term of the tenancy.

### 6. **Tenant's right to peace comfort and privacy**

The landlord will not cause or allow any interference with the peace, comfort or privacy of the tenant and will take all reasonable steps to enforce this obligation upon any other tenant of the landlord in occupation of other premises.

### 7. **Landlord's right of entry**

All entry is to be made between 8am and 8pm on any day other than a Sunday or public holiday. The landlord may, subject to the conditions in term 6 above, enter the premises:

- (a) in an emergency;
- (b) at a time previously arranged with the tenant, but not more than once every week to collect rent. (provided a reasonable alternative method of paying rent not involving attendance at the premises has been offered, but not accepted by the tenant);
- (c) to inspect the premises, not more frequently than once every four weeks, by giving written notice seven to fourteen days before entering the premises specifying a period of up to 2 hours within which the proposed entry will occur. A 2 hour period does not apply if the premises are in a remote location or it is necessary for the landlord or agent to be accompanied by a person at the inspection;
- (d) to carry out garden maintenance, but only at a time previously arranged with the tenant no more than 7 days before the day of entry or by giving written notice 7 to 14 days before entering the premises;
- (e) to carry out necessary maintenance or repairs after giving at least 48 hours notice;
- (f) after giving reasonable notice to the tenant to show the premises to prospective tenants during the last 28 days of a tenancy;
- (g) to show the premises to prospective purchasers on not more than 2 occasions in any 7 day period after giving reasonable notice, or at a time previously arranged with the tenant;
- (h) to determine whether a breach has been remedied after having given notice of a breach under section 80 of the Act to the tenant and after giving written notice of no less than 7 and no more than 14 days on a prescribed form;
- (i) for some other genuine purpose after giving written notice 7 to 14 days before entering, or with the consent of the tenant;
- (j) if the landlord believes on reasonable grounds that the tenant has abandoned the premises.

If the tenant indicates that he or she wants to be present during the entry, the landlord must make

reasonable effort to negotiate an entry time that is convenient for the tenant to be present, taking into account the commitments of both the tenant and the persons entering the premises. This does not apply to entry in an emergency, to determine if a breach has been remedied, or to determine if the property has been abandoned.

**8. Locks and security devices**

The landlord will provide and maintain locks and other devices that are necessary to ensure the premises are reasonably secure. Neither the landlord nor the tenant will alter or remove a lock or security device or add a lock or security device without the consent of the other. Neither the landlord nor the tenant will unreasonably withhold consent to the alteration, removal or addition of a lock or security device by, and at the expense of, the other.

**9. Alterations and additions**

The tenant must not, without the landlord's written consent, make an alteration or addition to the premises. The landlord will not unreasonably withhold consent to an alteration or addition that is necessary to ensure the provision of infrastructure or a service of a prescribed kind.

**10. Removal of fixtures**

Where the landlord gives consent to a tenant's request to carry out an alteration or addition to the premise, the tenant may remove a fixture affixed to the premises unless its removal would cause damage to the premises.

**11. Compensation for damages when removing a fixture**

If a tenant causes damage to the premises by removing a fixture, the tenant must notify the landlord and, at the option of the landlord, repair the damage or compensate the landlord for the reasonable cost of repairing the damage.

**12. Subletting or assignment**

The tenant has the right, with the landlord's written approval, to sublet the rental premises, or assign their interest to another party. The landlord cannot unreasonably withhold consent or charge for subletting or assignment, except for reasonable incidental expenses in doing so.

**13. Termination at end of fixed term**

A landlord or tenant may end a fixed term agreement at the end of the fixed term without specifying a ground of termination after giving at least 28 days written notice to the other party. If notice is not given the agreement continues as a residential tenancy agreement as a periodic tenancy.

**14. Termination by landlord or tenant for breach of agreement**

If a breach is capable of being remedied either the landlord or the tenant may terminate the tenancy by notice of termination given to the other for breach of any term of the agreement. Such notice is to be in the written form required by regulation, specifying the breach and informing the tenant or landlord that if the breach is not remedied within a specified period (which must be a period of at least 7 clear days) from the date the notice is given, then the tenancy is terminated by force of the notice.

**15. Termination for rent arrears**

Where the landlord seeks to terminate a tenancy on the basis of the tenant's failure to pay rent, rent must be outstanding for at least 14 days before the landlord can issue a notice of termination for the breach.

**16. Termination on hardship grounds**

Either the landlord or the tenant may apply to the South Australian Civil and Administrative Tribunal (SACAT) for an order to terminate a tenancy because the continuation of the tenancy would cause undue hardship.

**17. Termination not otherwise given**

Except as stated in terms 15 and 16 above, neither the landlord nor the tenant may give notice of termination before the end of the term of this agreement. If the tenant vacates the premises before the end of the term of this agreement without the approval (*preferably in writing*) of the landlord, they may be liable to the landlord for the costs associated with finding a new tenant, reletting the premises and for any loss of rent.

**18. Insurance**

The parties acknowledge that should they want their property insured; the landlord would be responsible to insure their dwelling, fixtures and fittings and the tenant would be responsible to insure their personal belongings and furnishings.

**DOMESTIC APPLIANCE REQUIRING INSTRUCTION:** *Manufacturers' manuals, or written or oral instructions must be provided to the tenant.*

List all appliances or devices provided as part of the agreement for which it would be reasonable to expect the tenant to require instructions e.g. air conditioner:

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**WATER USE AND SUPPLY:** *In the absence of a specific agreement with the tenant, if the water supply is separately metered, the tenant is responsible to pay for **all water use and the water supply charge**. The tenant is not required to pay charges for water unless the landlord requests payment from the tenant within 3 months of the issue of the bill, or the tenant has requested a copy of the account from the landlord and the landlord failed to provided it (at no cost) within 30 days of the request.*

Tick one box:

All water use and supply charge <input type="checkbox"/>	All water use only <input type="checkbox"/>	Supply charge only <input type="checkbox"/>	Other <input type="checkbox"/>	Insert details of other agreement:
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**EXCLUSIONS:**

Describe those parts of the premises not subject to this agreement with as much detail as possible, attach list if necessary:

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**ADDITIONAL TERMS OF AGREEMENT**

Insert any other terms of the agreement e.g. no pets:

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**SIGNATURE OF LANDLORD/S OR AGENT:**

	Date: / /
	Date: / /

**SIGNATURE OF TENANT/S:** *Ensure you have read all terms of this agreement before signing.*

	Date: / /
	Date: / /
	Date: / /

For general tenancy information contact Consumer and Business Services on 131 882, or visit [www.sa.gov.au/tenancy/renters](http://www.sa.gov.au/tenancy/renters)

