rev20/5/98

Tenancy Agreement

It is agreed that the lessor grants to the tenant for value a right of occupation of the premises for use as a residence by the tenant in accordance with this tenancy agreement (including the 100 terms of the tenancy under the heading “Terms of Tenancy”).

The parties

This agreement is made between:

Lessor’s Name
Lessor’s Address
Tenant’s Name/s

the lessor .....
of .....
and the tenant/s.....
.....
.....
.....
of .....

Name of each of the persons who will occupy the premises as a residence

It is agreed that the tenant/s and the following persons will occupy the premises for use as a residence .....
.....
.....
.....

Lessor’s Agent ‘s name
Lessor’s Address

The Lessor's agent is
.....
of .....

The premises

Street Address of premises
(If unit, unit plan number)

The Lessor lets to the Tenant the premises
at .....
.....

together with all furniture, fittings, appliances and goods listed in the Condition Report.

The rent

Rental arrangements

The rent is $..... per ..... payable in advance to the lessor by.....
.....
.....
.....

specify method and or manner of payment

The duration of the tenancy - whether for a fixed term or periodic

If for a fixed term ...

Duration - Fixed term

The Tenancy shall consist of:

1. an agreed fixed term from ..... (commencing date) (inclusive) and to ..... (finishing date) (inclusive); and then
2. a periodic tenancy begins automatically after the fixed term has ended unless terminated by the lessor or tenant in accordance with the Residential Tenancies Act.

If a periodic tenancy ...

Duration - Periodic

The agreement shall commence from .....(date) and continue until terminated by the lessor or tenant in accordance with the Residential Tenancies Act.

Waiver of certain rent

Any rent which might otherwise be due by operation of section 3(2) of the Residential Tenancy Act 1997 in a period before the commencing date entered above, is hereby waived.

The bond

Bond arrangements

The amount of bond is $ ..... (being not more than four weeks' rent).
The lessor shall arrange for the deposit the bond with the Office of Rental Bonds (unless otherwise agreed with the tenant). The bond shall be lodged within 10 working days.

The address for service of documents

Address for service

Notices or any other documents may be delivered in person, by post, by registered courier or by fax to the Lessor at:

- the address of the Lessor's agent above; or
- the following email address: .....;or
- .....

Notices or any other documents may be delivered in person, by post, by registered courier or by fax to the Tenant at:

- the premises to be let under this agreement; or
- the following email address: .....;or
- .....

The lessor and the tenant acknowledge that notices forwarded by the methods identified above shall be effective unless another reasonable method for the service of documents has been communicated in writing to the other party.

Urgent repairs

Lessor’s nominee

Where urgent repairs are required, the tenant must contact the lessor or the lessor’s nominee (in accordance with clause 59 below). For this purpose, the lessor’s nominee is:
.....
and the nominee’s 24 hour contact number is: .....

Terms of the tenancy

The lessor and tenant must comply with the terms of the Tenancy Agreement

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

Costs and procedures for establishing a Tenancy Agreement

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

Information

13. The lessor shall provide to the tenant a copy of an information booklet concerning residential tenancies authorised by the Director of Consumer Affairs before the commencement of this Agreement. If it is not possible to provide the tenant with a booklet, the lessor shall inform the tenant of the booklet and where it may be obtained. Where the premises are under the *Unit Titles Act 1970*, the lessor shall provide to the tenant a copy of the body corporate rules or by-laws before the commencement of this Agreement.

The lessor advises the tenant that a copy of the information booklet is available on the Internet at address: http://www.dpa.act.gov.au/ag/mag/tribunals/resten/par01.htm

Bond and Condition Report

Maximum bond

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

Lodgement of the bond with the Office of Rental Bonds

17. If the lessor requires a bond, the bond must be lodged with the Office of Rental Bonds.

18. Either party may lodge the Bond with the Office of Rental Bonds.

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

19. If the parties agree that the tenant is to lodge the bond, the following applies:

(a) the tenant shall complete and sign the bond lodgment form provided by the Office of Rental Bonds and the lessor must do the same;

(b) the tenant must lodge the bond and bond lodgment form with the Office of Rental Bonds;

(i) the tenant must lodge the bond whether or not the lessor signs the bond lodgment form;

(ii) payment of the bond to the Office of Rental Bonds shall be in cash, by bank cheque or by other such means permitted by that office;

(c) the lessor may require lodgment of the Bond before he or she gives possession of the premises to the tenant;

(i) if this is the case, the tenant shall be able to take possession of the premises and receive the keys to the premises as soon as the tenant provides the lessor with evidence of lodgment of the bond (such evidence includes the receipt of the Office of Rental Bonds).

If the lessor is to lodge the bond

20. If the lessor is to lodge the bond, the following applies:

(a) on receiving the bond, the lessor must give the tenant a receipt for the bond;

(b) the lessor must complete and sign the bond lodgment form and the tenant must do the same;

(c) the lessor must lodge the bond and bond lodgment form with the Office of Rental Bonds within 10 days of receiving the bond, or the commencement of the tenancy, whichever date is the later. If the lessor has a real estate agent, the agent has 30 days to lodge the bond;

(d) the lessor must lodge the bond whether or not the tenant completes the bond lodgment form.

Condition Report

21. Within 1 day of the tenant taking possession of the premises, the lessor must give 3 copies of a Condition Report completed by him or her to the tenant. The Condition Report must be on, or to the effect of, the Condition Report form published by the Territory.

22. The tenant must examine the Report and indicate on the Report his or her agreement or disagreement with the items. The tenant must return to the lessor 2 copies of the Report as completed by him or her within 7 days of receiving it.

23. The lessor must keep a record of receipt and lodgment of the Condition Report.

Rent and other charges

Rent and bond only as payment for the tenancy

24. The lessor must not require any payment other than rent or bond for the following:

(a) the granting, extension, transfer or renewal of a tenancy or subtenancy;

(b) vacating of premises;

(c) obtaining a key to the premises;

(d) information on the availability of tenancies.

Holding deposits

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

Payment of rent

26. The tenant shall pay the rent on time. The tenant shall not use the bond money to pay the rent for the last weeks of the tenancy. The tenant and the lessor may agree to change the way rent is paid (including, for example, where the rent is paid or whether it is to be paid into a nominated bank account or whether it is to be paid in person).

27. The lessor must not require the tenant to pay rent by post dated cheque.

Maximum rent in advance

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

Rent receipts

29. If rent is paid in person to the lessor or a real estate agent, a receipt must be given at that time.

30. In other circumstances where rent is paid to the lessor, a receipt must be provided or sent by post within 7 days of its receipt.

31. A receipt for payment of rent shall specify the amount paid. A receipt should specify the following:

(a) the date of payment;

(b) the period in respect of which the payment is made;

(c) the premises in respect of which the payment is made;

(d) whether the payment is for bond or rent.

If these particulars are not included in the receipt, the lessor shall provide this information to the tenant within 28 days of a request by the tenant.

32. A receipt is not required if the rent is paid by the tenant directly into an account nominated by the lessor or real estate agent.

Rent records

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

Increase in rent

34. The amount of rent shall not vary from period to period except as provided by this Tenancy Agreement and the Residential Tenancies Act.

35. The rent may not be increased at intervals of less than 12 months from either the beginning of the Tenancy Agreement for the first increase, or after that, from the date of the last increase.

36. Notwithstanding clause 35, if the Commissioner for Housing is the lessor under this Tenancy Agreement and he or she—

(a) undertakes a review of rent in accordance with subsection 15 (3) of the *Housing Assistance Act 1987*; and

(b) as a result of the review, decides to increase the rent;

then—

(c) if a previous review of rent has been undertaken—the increase shall not take effect less than 1 year after the date of the last increase of rent in respect of the premises; or

(d) if no previous review of rent has been undertaken—the Commissioner may increase the

rent.

37. The restriction on increase in rent shall apply provided the identity of at least 1 of the tenants who occupy the premises remains the same as at the time of the last increase.

Review of excessive rent increases

38. The lessor must give the tenant 8 weeks notice in writing of intention to increase the rent and include in the notice the amount of the increase, and the date on which it is proposed to increase the rent.

39. The tenant may apply in writing to the Tribunal for review of an excessive increase in rent (time limits for applying and the meaning of "excessive" is set out in the Residential Tenancies Act). On such application being made, no increase in rent is payable until so ordered by the Tribunal.

40. If the tenant remains in occupation of the premises without applying to the Tribunal for review, the increase in rent shall take effect from the date specified in the notice.

41. If the tenant wishes to vacate the premises before the increase takes effect, he or she must give 3 weeks notice to the lessor.

Lessor's costs

42. The lessor shall be responsible for the cost of the following:

(a) rates and taxes relating to the premises;

(b) services for which he or she agrees to be responsible;

(c) services for which there is not a separate metering device so that amounts consumed during the period of the tenancy cannot be accurately determined;

(d) all services up to the time of measurement or reading at the beginning of the tenancy;

(e) all services after reading or measurement at the end of the tenancy providing the tenant has not made any use of the service after the reading.

43. The lessor shall pay for any physical installation of services (eg. water, electricity, gas). The tenant is responsible for the connection of all services which will be supplied in his or her name.

44. The lessor shall pay the annual supply charge associated with the supply of water or sewerage.

45. If the premises are a flat, unit or apartment managed by a body corporate under the *Unit Titles Act 1970*, the lessor shall be responsible for all body corporate charges.

Tenant's costs

46. The tenant shall be responsible for all charges associated with the consumption of services supplied to the premises, including electricity, gas, water and telephone.

47. The tenant shall not be required by the lessor to connect or continue a telephone service.

Reading of metered services

48. The lessor shall be responsible for undertaking or arranging all readings or measurement of services, other than those which are connected in the name of the tenant. The lessor shall provide the tenant with an opportunity to verify readings and measurements.

49. If the lessor does not arrange reading or measurement of a service connected in the name of the lessor by the day after the date of expiry of notice to vacate given in accordance with this Tenancy Agreement or the Residential Tenancies Act, he or she shall be responsible for payment of the unread or unmeasured service after the date of the last reading or measurement.

50. If the tenant vacates the premises without giving notice prior to departure, the lessor shall arrange a reading or measurement of services connected in the lessor's name within a reasonable time of his or her becoming aware of the departure of the tenant. The tenant shall be responsible for payment of services to the date of that reading or measurement.

Tenant's use of the premises without interference

51. The lessor guarantees that there is no legal impediment to the use of the premises for residential purposes by the tenant.

52. The lessor shall not cause or permit any interference with the reasonable peace, comfort or privacy of the tenant in the use by the tenant of the premises.

53. Unless otherwise agreed in writing, the tenant shall have exclusive possession of the premises, as described in the Agreement, from the date of commencement of the Tenancy Agreement provided for in the Agreement.

Lessor to make repairs

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

54. The lessor shall provide the premises, including furniture, fittings and appliances (unless excluded in writing in the Tenancy Agreement):

(a) fit for habitation;

(b) in a reasonable state of repair;

(c) in a reasonable state of cleanliness; and

(d) in a reasonably secure condition.

The lessor or the tenant may change locks (at his or her own cost unless otherwise agreed) with the agreement of the other party (which will not be unreasonably withheld). The lessor or the tenant may change locks (at his or her own cost) in an emergency without the agreement of the other party. Where a lock is changed, a copy of the key to the changed lock must be provided to the other party as soon as possible.

Lessor to make repairs

55. (1) The lessor shall maintain the premises in a reasonable state of repair having regard to their condition at the commencement of the Tenancy Agreement. The tenant shall notify the lessor of any need for repairs.

(2) Subclause (1) does not apply to premises—

(a) in respect of which the Commissioner for Housing is the lessor; and

(b) to which a periodic agreement of the kind referred to in subsection 4 (5) of the Residential Tenancies Act relates;

until 1 July 2000.

56. The lessor shall not be obliged to repair damage caused by the negligence or wilful act of the tenant.

57. Subject to clause 55, the lessor shall make repairs, other than urgent repairs, within 4 weeks of being notified of the need for the repairs (unless otherwise agreed).

Repairs in Unit Title premises

58. If the premises rented under this Tenancy Agreement are a flat, unit or apartment within a building managed by a body corporate under the *Unit Titles Act 1970*, and the tenant's use and enjoyment of the premises reasonably requires repairs to the common property, the lessor shall take all necessary steps to require the body corporate to effect those repairs as quickly as possible.

Urgent repairs

59. The tenant shall notify the lessor (or the lessor's nominee) of the need for urgent repairs as soon as practicable, and the lessor shall, subject to clause 82, carry out those repairs as soon as necessary, having regard to the nature of the problem.

60. The following are urgent repairs. In respect of the premises, or services or fixtures supplied by the lessor:

(a) a burst water service;

(b) a blocked or broken lavatory system;

(c) a serious roof leak;

(d) a gas leak;

(e) a dangerous electrical fault;

(f) flooding or serious flood damage;

(g) serious storm or fire damage;

(h) a failure of gas, electricity or water supply to the premises;

(j) the failure of a refrigerator supplied with the premises;

(k) a failure or breakdown of any service on the premises essential for hot water, cooking, heating or laundering;

(m) a fault or damage that causes the residential premises to be unsafe or insecure;

(n) a fault or damage likely to cause injury to person or property;

(o) a serious fault in any door, staircase, lift or other common area which inhibits or unduly inconveniences the tenant in gaining access to and use of the premises.

Tenant may authorise urgent repairs in certain circumstances

61. If the lessor (or the lessor's nominee) cannot be contacted, or fails to effect the urgent repairs within a reasonable time, the tenant may arrange for urgent repairs to be effected to a maximum value of up to 5% of the rent of the property over a year.

62. The following procedures apply to urgent repairs arranged by the tenant:

(a) the repairs arranged by the tenant must be made by the qualified tradesperson nominated by the lessor in the Tenancy Agreement;

(b) if the lessor has not nominated a tradesperson, or the nominated tradesperson cannot be contacted or is otherwise unavailable, the repairs must be performed by a qualified tradesperson of the tenant's choosing;

(c) where the repairs are arranged by the tenant in accordance with these procedures, the lessor is liable for the cost of repairs and the tradesperson may bill the lessor direct;

(d) where the tenant does not act in strict compliance with this clause, the tenant is personally liable for the cost of any urgent repairs arranged by him or her.

Tenant to look after the premises

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

63. During the tenancy, the tenant shall:

(a) not intentionally or negligently damage the premises or permit such damage;

(b) notify the lessor of any damage as soon as possible; and

(c) take reasonable care of the premises and their contents, and keep them reasonably clean, having regard to their condition at the time of the commencement of the tenancy and the normal incidents of living.

64. The tenant shall leave the premises:

(a) in substantially the same state of cleanliness, removing all his or her belongings and any other goods brought onto the premises during the duration of the Tenancy Agreement; and

(b) in substantially the same condition as the premises were in at the commencement of the Tenancy Agreement, fair wear and tear excepted.

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

Tenant to observe rules of body corporate

66. If the premises are a flat, unit or apartment managed by a body corporate under the *Unit Titles Act 1970*, the tenant shall comply with all rules and by-laws of the body corporate, and with any notice served in accordance with those rules or by-laws (to the extent that they are not inconsistent with the prescribed terms in this Agreement).

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

67. The tenant shall not make any additions or alterations to the premises without the written consent of the lessor.

68. The tenant shall not add any fixtures or fittings to the premises without the consent of the lessor. The lessor's consent shall not be unreasonably withheld. The tenant shall make good any damage to the premises on removal of any fixtures and fittings. Any fixtures or fittings not removed by the tenant prior to the tenant leaving the premises shall become the property of the lessor.

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

69. Unless otherwise agreed in writing, the tenant shall only use the premises for residential purposes.

70. The tenant shall not:

(a) use the premises, or permit them to be used, for an illegal purpose to the detriment of the lessor's interest in the premises;

(b) cause or permit nuisance; or

(c) interfere, or permit interference, with the quiet enjoyment of the occupiers of nearby premises.

71. The tenant shall not leave the premises vacant for more than 21 days without notifying the lessor.

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

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

Tenant may be responsible for damage or other breach of the Tenancy Agreement by visitors or guests

73. The tenant is personally responsible for the actions or omissions of visitors, guests or other persons on the premises if:

(a) the action or omission would if performed by the tenant have constituted a breach of this Tenancy Agreement; and

(b) the person is on the premises with the permission of the tenant.

74. The tenant is not personally responsible for the actions or omissions of a person who is on the premises:

(a) at the request of the lessor;

(b) to assist the lessor perform any of the duties of the lessor under this Tenancy Agreement (whether at the request of the lessor or the tenant); or

(c) without the consent of the tenant.

Lessor's access to the premises

Lessor cannot enter the premises except as provided in this Tenancy Agreement

75. The lessor shall not require access to the premises during the tenancy except as provided by the law, this Tenancy Agreement, the Residential Tenancies Act, or an order of the Tribunal. The tenant may permit access to the premises by the lessor at any time. If requested, the lessor or the lessor's agent shall provide identification to the tenant.

76. The lessor shall not have access to the premises—

(a) on Sundays;

(b) on public holidays; or

(c) before 8.00 am and after 6.00 pm;

other than—

(d) for the purpose of carrying out urgent repairs or for health or safety reasons in relation to the premises; or

(e) with the consent of the tenant.

Access in accordance with the Tenancy Agreement

Routine inspections

77. The lessor may inspect the premises twice in each period of 12 months following the commencement of the tenancy.

78. In addition to the inspections provided for in the previous clause, the lessor may make an inspection of the premises:

(a) within 1 month of the commencement of the tenancy; and

(b) in the last month of the tenancy.

79. The lessor must give the tenant 7 days written notice of an inspection. The inspection shall take place at a time agreed between the parties with reasonable regard to the work and other commitments both of the tenant and of the lessor (or their agents). If the parties are

unable to agree on an appropriate time, the lessor or the tenant may apply to the Tribunal for an order permitting access at a specified time.

Access for purchasers and new tenants

80. The tenant must permit reasonable access to the premises during the period of 21 days preceding the end of the tenancy, on the lessor giving 24 hours notice, in order to allow inspection of the premises by prospective tenants.

81. The tenant must permit reasonable access to the premises, on the lessor giving 24 hours notice, in order to allow inspection of the premises by prospective purchasers of the premises provided:

(a) the lessor intends to sell the premises; and

(b) the lessor has previously notified the tenant in writing of his or her intention to sell.

Access for making or inspecting repairs

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

Notice to vacate by the lessor

83. The notice to vacate shall be in writing, in the form required by the Residential Tenancies Act, and shall include the following information:

(a) the address of the premises;

(b) the ground(s) on which the notice is issued, together with sufficient particulars to identify the circumstances giving rise to the ground(s);

(c) that the lessor requires the tenant to vacate the premises by the expiry of the required notice period and that the tenancy shall end on the day that the tenant vacates the premises.

Notice of intention to vacate by the tenant

84. If the tenant serves a notice of intention to vacate and vacates the premises in accordance with the notice, the tenancy terminates on the date of vacating the premises. On receiving a notice of intention to vacate, the lessor may—

(a) accept the notice and accept that the tenancy shall end on the date nominated in the notice; or

(b) apply to the Tribunal for confirmation of the tenancy agreement, an order for compensation or both.

85. The notice of intention to vacate must be in the same form and contain the same information as the notice to vacate from the lessor except the notice shall contain the statement that the tenant intends to vacate the premises on a certain date and the tenancy shall terminate on that date.

Termination where the premises are not fit for habitation

86. The lessor or the tenant may, by written notice, terminate the tenancy on a date specified in the notice on the following grounds:

(a) the premises are not fit for habitation;

(b) the premises are not available or will not be available due to Government action within a period of 4 weeks of the date that notice is given.

87. In either case the lessor must give not less than 1 weeks notice of termination of the tenancy, and the rent shall abate from the date that the premises are uninhabitable. The tenant may give 2 days notice of termination of the tenancy. If neither the lessor or the tenant give notice of termination of the tenancy, the rent shall abate for the period that the premises are unable to be used for habitation, but the tenancy shall resume when they are able to be used again.

Termination of the tenancy by the tenant

Termination on or after the end of the fixed term

88. The tenant may give notice to terminate a periodic tenancy by giving the lessor not less than 3 weeks notice of the date on which he or she intends to vacate the premises. The tenancy shall end on the date specified by the tenant.

89. The tenant may give notice to terminate a fixed term tenancy at or after the end of the tenancy by giving 3 weeks notice of the date on which he or she intends to vacate the premises. The tenancy shall end on the date specified by the tenant.

Termination for breach by the lessor

90. If the lessor breaches the tenancy agreement, and the tenant wishes to terminate the tenancy agreement, the tenant may either:

(a) apply to the Tribunal for an order terminating the tenancy; or

(b) give the lessor written notice of intention to terminate the tenancy, in accordance with clause 91.

91. If the tenant decides to proceed by way of notice to the lessor, the following procedures apply:

(a) the tenant must give the lessor a written notice that the lessor has 14 days to remedy the breach if the breach is capable of remedy;

(b) if the lessor remedies the breach within that 14 day period, the tenancy shall continue;

(c) if the lessor does not remedy the breach within the time specified in the notice, or if the breach is not capable of remedy, the tenant shall give 14 days notice of intention to vacate;

(d) the Tenancy Agreement terminates on the date specified by the tenant;

(e) rent is payable to the date specified in the notice or to the date that the tenant vacates the premises, whichever is the later;

(f) if the lessor remedies the breach during the period of the notice of intention to vacate, the tenant, at his or her option, may withdraw the notice or may terminate the Tenancy Agreement on the date specified in the notice by vacating the premises on that date.

Termination of the tenancy by the lessor

Termination for failure to pay rent

92. The Tribunal may order the termination of the tenancy and eviction of the tenant on the ground of non-payment of rent in the following circumstances:

(a) rent has been unpaid for 7 days. The first day of this period concludes at midnight on the day on which the unpaid rent was due;

(b) the lessor has served a notice to remedy on the tenant for the failure to pay the rent, being a notice—

(i) served not earlier than 8 days after the day on which the rent was due; and

(ii) containing a statement that if the tenant pays the rent outstanding to the date of payment within 7 days of the date of service of the notice to remedy, no further action shall be taken and the tenancy shall continue;

(c) if all rent is not paid within 7 days of the date of service of the notice to remedy, the lessor may then serve a notice to vacate on the tenant requiring the tenant to vacate the premises within 14 days of service of the notice to vacate;

(d) no earlier than the date on which the notice to vacate is served, the lessor may apply to the Tribunal for an order terminating the tenancy and evicting the tenant;

(e) the Tribunal hearing of the application to terminate and evict shall not be earlier than the expiration of the period specified in the notice to vacate;

(f) during any tenancy in which the lessor has previously issued 2 notices to remedy, the lessor may serve a notice to vacate 8 days after the day on which the rent has fallen due without serving a notice to remedy.

Termination of tenancy for breach other than non-payment of rent

93. The Tribunal may order the termination of the tenancy and eviction of the tenant on the ground of breach of the Tenancy Agreement in the following circumstances:

(a) the lessor must serve a notice in writing requiring the tenant within 14 days after the day of service to remedy the breach if it is capable of remedy;

(b) if the breach is not remedied within 14 days after the day of service or if the breach is not capable of remedy, the lessor shall give a notice to vacate the premises within 14 days after the date of service of the notice to vacate;

(c) if the tenant does not vacate the premises within the period of 14 days after the date of service of a notice to vacate, the lessor may apply to the Tribunal for an order terminating the tenancy and for the eviction of the tenant;

(d) if the tenant breaches the terms of the tenancy on 3 occasions on any ground, on the third occasion the lessor may serve a notice to vacate and need not give the tenant 14 days to remedy the breach.

Termination of tenancy without cause

94. The lessor may serve a notice to vacate during the term of a tenancy requiring the tenant to vacate the premises at the expiration of the notice provided that—

(a) the notice is for 26 weeks; and

(b) the notice does not require the tenant to vacate the premises during a fixed term.

95. Where a tenant is required to vacate the premises in accordance with clause 94, the tenant may vacate the premises at any time during the 2 weeks prior to the date specified in the notice to vacate provided he or she gives the lessor 4 days notice of intention to vacate. In this case, the tenancy terminates on the date that the tenant vacates the premises.

Termination of periodic tenancy

96. (1) Where there is a periodic tenancy, the lessor may serve on the tenant a notice to vacate for the following periods on the following grounds:

(a) notice of 4 weeks where a lessor or a lessor's immediate relative intends to reside in the premises;

(b) notice of 4 weeks where a person not being an immediate relative who has a close family or personal relationship with the lessor and who has a reasonable expectation arising out of that relationship that the lessor would provide accommodation for that person intends to reside

in the premises;

(c) notice of 8 weeks where the lessor has a *bona fide* intention to sell the premises;

(d) notice of 12 weeks where lessor has a *bona fide* intention to reconstruct, renovate or make major repairs to the premises which activities cannot reasonably be carried out with the tenant in residence.

(2) In this clause—

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

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

Notices of address for service

98. At the commencement of the tenancy, the lessor and the tenant shall each give an address for service of notices. If such address changes during the tenancy, the lessor or tenant must advise the other party of the new address for service within 14 days of the change.

99. On vacating the premises, the tenant must advise the lessor of a forwarding address.

100. Where 2 or more people share a tenancy, except where this agreement otherwise provides, they do so as joint tenants.

Signatures to the Agreement

Date of the Agreement

This agreement is made on .....

Lessor's Signature

.....

Witness (to lessor's signature)

.....

Tenant's Signature/s

.....

.....

.....

.....

Witness (to Tenants signature)

.....