

RESIDENTIAL TENANCY AGREEMENT (Northern Territory)

THIS AGREEMENT made as of the ____ day of _____, _____.

BETWEEN:

[NAME OF LANDLORD]
[Landlord's address]
(the "Landlord")

- and -

[NAME OF LANDLORD'S AGENT]
[agent's address]
(the "Agent")

- and -

[NAME(S) OF TENANT(S)]
(the "Tenant")

Other people who will ordinarily live at the premises are as follows: *(delete if not applicable)*

1. Application of Act

This Agreement shall be construed in accordance with the provisions of the Residential Tenancies Act (herein referred to as the "Act") and the associated Regulations. Any term or provision of this Agreement that is inconsistent with the Act or the Regulations or purports to exclude, modify or restrict the operation of the Act or the Regulations, is void to the extent of the inconsistency.

The Tenant shall not give the Landlord information about his or her identity or any other information that is material to the Landlord's decision to enter into the tenancy agreement and that is, to the knowledge of the Tenant, false.

2. Premises

Landlord hereby agrees to rent to Tenant and Tenant hereby agrees to rent from Landlord the premises situated at [FULL ADDRESS OF PREMISES], (the "Premises"), subject to the terms and conditions hereinafter set forth.

3. Term

The term of this Agreement shall be for a fixed term of [##] [months/years], commencing on the [##] day of [MONTH], [YEAR] and ending on the [##] day of [MONTH], [YEAR]. If the Tenant remains in occupation of the Premises after the end of the term, the tenancy shall continue as a periodic tenancy, on a [week-to-week / month-to-month] basis, commencing on the day following the end of the term of this Agreement.

OR

The term of this Agreement shall be on a [week-to-week / month-to-month] basis, commencing on the [##] day of [MONTH], [YEAR] and ending when terminated according to the provisions of this Agreement and the Act.

4. Rent

The Tenant agrees to pay rent for the Premises at the rate of \$[###.##] per [WEEK / FORTNIGHT / MONTH]. Rent payments are due and shall be made on the [##] day of each [WEEK / FORTNIGHT / MONTH] by personal delivery or regular mail to the Landlord at [INSERT ADDRESS TO WHICH RENT MUST BE SENT]. If any rent payment is sent by regular mail, it is the Tenant's responsibility to mail the payment early enough that the Landlord receives the rent payment on or before the date that it is due. The Landlord shall promptly provide the Tenant with a receipt for each and every rent payment made in cash, and at the request of the Tenant for any rent payment made by cheque.

5. Bond *(delete if there is not going to be a bond)*

A bond / security deposit (the "Bond") in the amount of \$###.## [NOTE: cannot be greater than 4 weeks rent] must be paid by the Tenant to the Landlord or the Landlord's agent on or before signing this Agreement. Upon payment of the Bond, the Landlord shall issue the Tenant a receipt for the Bond payment. The Landlord shall hold the Bond in trust for the Tenant, in an account and in the manner prescribed by Part 5 of the Act. Upon written request, the Landlord shall supply the Tenant with details of such account in accordance with Part 5, Section 32 of the Act.

The Landlord shall, within seven (7) business days after the Tenant has delivered vacant possession of the Premises, reimburse to the Tenant the amount of the Bond, other than an amount that the Landlord is entitled to retain as indicated below.

At the expiration or termination of this Agreement, the Landlord is entitled to retain so much of the Bond paid by the Tenant as is necessary to:

- (a) make good damage (other than reasonable wear and tear) to the Premises or to ancillary property that occurred during the tenancy and that was caused by a Tenant or a person for whose actions the Tenant was responsible;
- (b) replace ancillary property lost or destroyed by the Tenant or by a person for whose actions the Tenant was responsible;
- (c) clean the Premises or ancillary property, as required to return it to substantially the same condition it was in at the commencement of the tenancy;