

GENERAL TENANCY AGREEMENT

PART 1 - SCHEDULE

Item 1:	Lessor		
	Address for service		
			Postcode
	Telephone number		
	Facsimile number		
Item 2:	Tenant		
	Address for service		
			Postcode
	Telephone number		
	Facsimile number		
Item 3:	Lessor's Agent (See clause 44)		
	Address for service		
			Postcode
	Telephone number		
	Facsimile number		
Item 4:	The premises		
	(a) location		
			Postcode
	(b) inclusions <i>[for example, furniture or other household goods let with the premises. Attach list if necessary.]</i>		
Item 5:	The term of the agreement is		
	<i>[For a fixed term agreement, insert the term. Otherwise, leave blank or insert 'periodic'.]</i>		
	starting on / /		and ending on / /
	<i>[Insert date tenancy is to start.]</i>		<i>[Insert date tenancy is to end.]</i>
Item 6:	Rent \$ _____ a week/fortnight/month		
	<i>[Insert rent amount.] See clause 8(1) [Circle whichever applies.]</i>		
Item 7:	Rent must be paid on the		day of each
	<i>[Insert day.] See clause 8(2). [Insert week, fortnight or month.]</i>		
Item 8:	Way rent must be paid		
	<i>[Insert the way the rent must be paid.] See clause 8(3).</i>		
Item 9:	Place rent must be paid		
	<i>[Insert where the rent must be paid.] See clause 8(4) to (6).</i>		
Item 10:	Rental bond \$ _____		
	<i>[Insert amount.] See clause 13.</i>		
Item 11:	The tenant must pay the charges for the following services supplied to the premises—		
	(a) electricity		
	(b) gas		

	(c) water (If 'yes', see clause 17.)						
	(d) telephone						
	<i>[Write 'yes' or 'no' for each of (a) to (c).] See clause 16(1).</i>						
	(e) another prescribed service						
	<i>[State any other service that tenant must pay.] See clause 16(1) and (2).</i>						
Item 12:	If the premises are not individually metered for a service under item 11(a), (b), (d), or (e), the tenant must pay an apportionment of the cost of the service as follows—						
	(a) for electricity						
	(b) for gas						
	(c) for telephone						
	(d) another prescribed service stated in item 11(e)						
	<i>[Insert how apportion for each is worked out (for example, by stating a percentage of the total charges)] See clause 16(1)(c).</i>						
Item 13:	How the charge for each service under item 12 is recoverable—						
	(a) for electricity						
	(b) for gas						
	(c) for telephone						
	(d) another prescribed service stated in item 11(e)						
	<i>[Insert for each how the tenant must pay] See clause 16(1)(d) and 16(2).</i>						
Item 14:	Number of persons allowed to reside on the premises						
	<i>[Insert number] See clause 23.</i>						
Item 15:	Are there any body corporate by-laws applicable to the occupation of the premises by a tenant? If so, has the tenant received a copy of the relevant by-laws?						
	<i>[If body corporate by-laws apply, write 'yes' or 'no'. Otherwise leave blank.] See clause 22</i>						
Item 16:	(a) Pets approved <i>[Write 'yes' or 'no'.] See clause 24(1).</i>						
	(b) Only the following pet types or numbers may be kept						
	<table border="1"> <thead> <tr> <th>Type</th> <th>Number</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> </tr> </tbody> </table>	Type	Number				
Type	Number						
	See clause 24(2)						
Item 17:	Nominated repairers—						
	<table border="1"> <tr> <td>Electrical repairs</td> <td>Telephone</td> </tr> <tr> <td>Plumbing repairs</td> <td>Telephone</td> </tr> <tr> <td>Other</td> <td>Telephone</td> </tr> </table>	Electrical repairs	Telephone	Plumbing repairs	Telephone	Other	Telephone
Electrical repairs	Telephone						
Plumbing repairs	Telephone						
Other	Telephone						
	<i>[Insert name and telephone number for each.] See clause 31.</i>						

PART 2 - INTRODUCTION

1 Agreement made under Residential Tenancies Act 1994

- (1) This residential tenancy agreement is made under section 38 of the Act.
- (2) It includes the standard terms for this agreement required under the Act.
- (3) The Act also imposes duties on, and gives entitlements to, the lessor and the tenant that are taken to be included as terms of this agreement.
- (4) All other terms of this agreement (special terms) are set out in part 11 of this agreement.
- (5) A duty or entitlement under the Act overrides a standard or special term if it is inconsistent with the duty or entitlement.
- (6) A standard term overrides a special term if they are inconsistent.

2 Reading this agreement

- (1) In this agreement--
 - (a) words have the same meaning they have under the Act and, subject to the Act, the Acts Interpretation Act 1954 also applies; and
 - (b) words in the singular include the plural and words in the plural include the singular; and
 - (c) a reference to a person generally includes a reference to a corporation and an unincorporated body; and
 - (d) a reference to the premises includes the inclusions for the premises stated in item 4(b); and
 - (e) a reference to a numbered section is a reference to the section in the Act with that number.
- (2) A reference in the body of this agreement to a numbered item is a reference to the item with that number in the schedule.

Note: Some breaches of this agreement may also be an offence under the Act, including, for example if:
- the lessor enters the premises in contravention of the rules of entry under section 109 to 111.
- the tenant does not sign and return the entry condition report to the lessor under section 42.

3 More than 1 lessor or tenant

- (1) This clause applies if more than 1 person is named in item 1 or item 2.
- (2) Each lessor named in item 1 must perform all of the lessor's obligations under this agreement.
- (3) Each tenant named in item 2--
 - (a) holds their interest in the tenancy as a tenant in common unless a special term states the tenants are joint tenants; and
 - (b) must perform all the tenant's obligations under this agreement.

PART 3 - PERIOD OF TENANCY

4 Start of tenancy

- (1) The tenancy starts on the day stated in item 5.

(2) However, if no day is stated or if the stated day is before the signing of this agreement, the tenancy starts when the tenant is or was given a right to occupy the premises.

5 Entry condition report--s 42

(1) The lessor must prepare, in the approved form, sign and give the tenant 2 copies of a condition report for the premises.

(2) The copies must be given--

(a) if the tenancy starts on or after the signing of this agreement--when this agreement is given to the tenant for signing; or

(b) if the tenant becomes entitled to occupy the premises under this agreement after it was signed--on or before the day the tenant became entitled to occupy.

(3) The tenant must mark the copies of the report to show any parts the tenant disagrees with, and sign and return 1 copy to the lessor within a period ending 3 days after the tenant is entitled to occupy the premises.

THIS IS A 15-PAGE AGREEMENT.