

RESIDENTIAL TENANCY AGREEMENT
(AUSTRALIAN CAPITAL TERRITORY)

THIS AGREEMENT made as of the ____ day of _____, _____ (hereinafter referred to as the "Agreement")

BETWEEN:

[Name of Landlord]

[Landlord's address]
(hereinafter referred to as the "Landlord")

- and -

[Name of Landlord's Agent]

[Agent's address]
(hereinafter referred to as the "Agent")

- and -

[Name of Tenant]
(hereinafter referred to as the "Tenant")

1. Application of Act

This Agreement shall be construed in accordance with the provisions of the *Residential Tenancies Act 1997* (hereinafter referred to as the "Act"). Any term or provision of this Agreement that is inconsistent with the Act or purports to exclude, modify or restrict the operation of the Act, is void to the extent of the inconsistency. By signing this Agreement, all parties agree to be bound by its terms during the period of the tenancy it creates. A party to this Agreement cannot contract out of it or out of the provisions of the Act, except as provided in that Act.

2. Premises

Landlord hereby agrees to rent to Tenant and Tenant hereby agrees to rent from Landlord the premises situated at _____ *[insert full address of premises]*, (hereinafter referred to as the "Premises") as a residence together with all furniture, fittings, appliances, and goods listed in the Condition Report, subject to the terms and conditions hereinafter set forth. *(delete the following if inapplicable)* In addition to the Tenant, the following individuals shall also reside at the Premises:

(insert full names of additional tenants)

3. Term

(delete inapplicable paragraph)

The term of this Agreement shall be for a fixed term of _____ months/years *(delete inapplicable)*, commencing on the ____ day of _____, _____ and ending on the ____ day of _____, _____. If the Tenant remains in occupation of the Premises after the end of the term, the tenancy shall continue as a periodic tenancy commencing on the day following the end of the term of this Agreement. Such periodic tenancy shall be in accordance with the provisions of the Act as applicable for periodic tenancies.

OR

The term of this Agreement shall be on a week-to-week/month-to-month *(delete inapplicable)* basis, commencing on the ____ day of _____, _____ and ending when terminated according to the provisions of the Act.

4. Rent

4.1 The Tenant agrees to pay rent for the Premises at the rate of \$_____ per week/fortnight/month *(delete inapplicable)*, payable in advance. The Tenant agrees to pay the rent on time. Rent payments are due and shall be made on the ____ day of each week/fortnight/month *(delete inapplicable)*. Such rent payments are to be made by personal delivery or regular mail to the Landlord/Agent 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 or Agent receives the rent payment on or before the date that it is due.

4.2 The Tenant and Landlord 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.).

4.3 *(delete if inapplicable)* The Tenant shall not use the bond money to pay the rent for the last weeks of the tenancy.

4.4 The Landlord shall not require the Tenant to pay rent by post dated cheque.

THIS IS A 20-PAGE DOCUMENT.