



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:

inhousing
104 Greenhill Road, Unley SA 5061
Contact telephone number: 08 8373 8318

TENANCY COORDINATOR or PERSON ACTING FOR THE LANDLORD:

<i>Registered agent or person managing the property for the landlord:</i>	
<i>Address:</i>	RLA 305364
<i>Telephone:</i>	<i>Email address for service of notice or document:</i>

TENANT

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

ADDRESS OF PREMISES:

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TERM OF AGREEMENT:

<i>Starting on:</i>	<i>Ending on:</i> Click or tap to enter a date..	<i>Term of Lease</i>
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RENT:

Payment of rent will be made by:

<i>Weekly:</i>	<i>Due the second of each fortnight</i> Choose an item.
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BOND AMOUNT:

\$

METHOD OF PAYMENT:

CentrePay or Direct Transfer as set out in Section 2
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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. Rent

(a) Amount of Rent

Rent is subject to twice annual review, in accordance with the terms of the *Master Community Housing Agreement* and in line with the SA Housing Authority Community Housing rent policy and procedures.

Market Rent for the property is «CurrentWeeklyMarketR» per week.

The tenant(s) will pay «FutureTotalWeeklyCha» per week (inclusive of «CurrentWeeklyNonRent» Garden Levy) and is income based and aligns with the Maximum Reasonable Rent Contribution rules if the tenant is an NDIS participant with Specialist Disability Accommodation in their plan.

Any additional rent components, e.g. additional services provided by the landlord or non-member tenant levies will be reflected as part of the total rent charge above.

(b) Payment of Rent

- (i) Payment of rent shall be made by the second <day> of each FORTNIGHT by payment into our account:
<Name of bank>
BSB: <6-digit BSB>
Account Number: <8-digit account number>
using reference «PaymentBookId»
or via Centrepay.
- (ii) Before occupation, the tenant must pay <number> days rent (total <\$value>) to bring them into line with the rent cycle. The tenant must pay rent as per 2 (b) (i) above from this date onwards.
- (iii) Rent statements are available upon request.

(c) Variation of Rent Determination for Tenant(s)

Pursuant to section 55.2.C (ii) and (iii) of the *Residential Tenancies Act 1995* and Residential Tenancies Regulations 2010 and Residential Tenancies (Rooming Houses) Revocation Regulations 2014 rent will vary if:

- 1) If the income of the tenant(s) changes during the term of this agreement or any extensions of this agreement rent will vary (increase or decrease) in accordance with Housing SA community housing rent policy and procedures. Notice of any increase or decrease in the rent payable will be given in compliance with the *Residential Tenancies Act 1995* and Regulations.
or
- 2) The rent determination method and /or market rent as prescribed by the *South Australian Housing Trust Funding Agreement* via the SA Housing Authority Community Housing rent policy and procedures varies, provided that 60 days written notice is given, at least 12 months has expired since the commencement of this agreement, and that there has not been a change in

the calculation basis/method and/or Market Rent for at least 12 months that resulted in an increase in rent payable by the tenant under this agreement.

(d) Notification of Changes in Income

If the household is eligible to be charged an income-based rent at any time, it is a condition of this agreement that the household notifies «SiteName» as soon as possible of any change in household income which may affect the level of income-based rent charged. Households charged income-based rent will be subject to twice annual reviews of household circumstances and income, or at other times as required.

(e) Visitors

Tenant(s) may accommodate a visitor(s) in accordance with the SA Housing Authority Community Housing rent policy and procedures and «SiteName»'s rules, bylaws or policies. Tenants receiving an income-based rent must also notify the landlord of when they accommodate visitors, to enable the re-assessment of income based rent if required.

(f) DA and maximum reasonable rent contribution

«SiteName» charges a maximum reasonable rent contribution in line with the NDIS Pricing Arrangement for Specialist Disability Accommodation.

Whether or not the participant receives the Disability Support Pension under the *Social Security Act 1991* and no matter their age, the rent that they pay cannot be greater than the maximum reasonable rent contribution (Single) – which is an amount equal to:

- 25 percent of the maximum basic rate of the Disability Support Pension payable for a person who is not under 21 and not a member of a couple;
 - Plus: 25 percent of the maximum rate of the Pension Supplement payable for a person who is not under 21 and not a member of a couple;
 - Plus: 100 per cent of the maximum rate of Commonwealth Rent Assistance payable for a person who is not under 21 and not a member of a couple and not sharing.

(g) Contact

«SiteName» will notify the tenant in writing within 5 business days of any changes to the name, telephone number or address of the landlord.

3. Maintenance of premises - landlord

«SiteName» 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. «SiteName» will meet all costs of repairs that are necessary as a result of fair wear and tear. As prescribed under the Residential Tenancies Regulation 11, «SiteName» will not be responsible for the following listed items. Any of these items that «SiteName» does agree to maintain will be listed on this residential tenancy agreement:

Antennas	Refrigeration units
Ceiling fans	Room heaters
External blinds	Spa bath motors
Garden sheds	Waste disposal units
Internal blinds and curtains	Window treatments

Light fittings	Dishwashers
Washing machines	Swimming pools and associated plan or equipment
Rainwater tanks, other than where the tank is the only source of water for the premises	Water pumps, other than where the water pumped is the only water supplied to the premises

4. 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.

5. 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. The tenant will use the premises solely as a dwelling and shall not cause or permit the premises to be used for any other purpose without prior written consent of «SiteName».

6. Handing over vacant possession without legal impediment

At the commencement of the agreement «SiteName» will hand over vacant possession of the premises to the tenant. When handing over vacant possession «SiteName» 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.

7. Tenant's right to peace comfort and privacy

«SiteName» 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 «SiteName» in occupation of other premises.

8. Inspection of the premises

Inspection of the premises and fixtures shall be made by «SiteName» and the tenant(s) at the beginning and at the end of the tenancy. The condition of the premises and fixtures shall be recorded on the Consumer and Business Services Inspection Sheet and signed by our representative and tenant(s).

9. 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. «SiteName» 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 two-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 *Residential Tenancies Act 1995* 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 «**SiteName**» 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, «**SiteName**» 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.

10. Locks and security devices

«**SiteName**» will provide and maintain locks and other devices that are necessary to ensure the premises are reasonably secure. Neither «**SiteName**» 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 «**SiteName**» 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. «**SiteName**» has not changed locks on the property since the previous tenant vacated.

11. Alterations and additions

The tenant must not, without «**SiteName**»'s written consent, make an alteration or addition to the premises. «**SiteName**» 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.

12. Removal of fixtures

Where «**SiteName**» 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.

13. Compensation for damages when removing a fixture

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

14. Subletting or assignment

Under section 74 of the *Residential Tenancies Act 1995*, a tenant under a residential tenancy agreement may, by written or oral agreement with another, and with the landlord's written approval, sublet the premises or assign their interest to the other. The registered community housing provider cannot unreasonably withhold consent to sublet, but has absolute discretion to withhold consent to an assignment. Assignment is also subject to meeting Sa Housing Authority Community Housing eligibility and allocation policies and procedures.

15. Termination at end of fixed term

«**SiteName**» or a 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.

16. Termination by landlord or tenant for breach of agreement

If a breach is capable of being remedied either «**SiteName**» 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.

17. Termination for rent arrears

Where «**SiteName**» seeks to terminate a tenancy on the basis of the tenant's failure to pay rent, the rent (or any part of the rent) must be outstanding for at least 14 days before a notice of termination for the breach is issued.

18. Termination on hardship grounds

Either «**SiteName**» or the tenant may apply to the Residential Tenancies Tribunal for an order to terminate a tenancy because the continuation of the tenancy would cause undue hardship.

19. Termination on grounds of breach of eligibility

«SiteName» may give notice of termination before the end of the term of agreement where the tenant has breached the Sa Housing Authority Community Housing eligibility policy and procedures.

20. Termination by community housing providers with members who are tenants without specifying a ground of termination

A registered community housing provider cannot terminate a tenancy with a member of the registered community housing provider under this section where there is a requirement that the occupant of the premises be a member of the registered community housing provider.

21. Termination not otherwise given

Except as stated in Terms 17-20 above, neither «SiteName» 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 «SiteName», they may be liable for the costs associated with finding a new tenant, reletting the premises and for any loss of rent.

22. Insurance

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

23. Conflict of Interest

«SiteName» does not have any conflict of interest or affiliation in relation to other services provided to the tenant, in particular, with a tenant's Supported Independent Living provider.

24. Feedback and Complaints

The tenant can make a complaint or provide feedback at any time.

If the tenant has a complaint about «SiteName» refer to the complaint handling process set out in our Property Manual.

If the tenant has a complaint or feedback about the NDIS including: allocation, funding, supports then the tenant can provide feedback to the NDIS. Refer to <https://www.ndis.gov.au/contact/feedback-and-complaints>

25. Disaster and Emergency Management

In the event of an emergency or disaster we work under the guidance of local authorities to provide continuation of services throughout the event and focus on keeping people safe.

DOMESTIC APPLIANCE REQUIRING INSTRUCTION:

The property has these appliances: Hot Water Service, Oven, Cooktop, Air Conditioner, Roller Door.

The manufacturer's manuals are provided with your property manual. Copies are available from our office upon request.

WATER USE AND SUPPLY: *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 provide it within 30 days of request.*

All water use and supply charge <input type="checkbox"/>	All water use only <input checked="" type="checkbox"/>	Supply charge only <input type="checkbox"/>	Other <input type="checkbox"/>
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If the dwelling is on a shared meter, then usage costs will be divided equally amongst the tenants sharing the meter.

EXCLUSIONS:

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

ADDITIONAL TERMS OF AGREEMENT

NDIS SDA Service Agreements

If your lease relates to Specialised Disability Accommodation under a NDIS package, then this lease is intended to be your SDA written service agreement.

«SiteName» will provide you with an SDA Certificate detailing the SDA dwelling you live in.

Information about dwelling safety features, including fire alarms and building evacuation procedures, and how this information will be communicated to other providers who deliver supported independent living to each participant in the dwelling is detailed in the Property Manual you have been provided. The Property Manual is left at the home for your future reference.

Our relationship is directly with you as out tenant, you have a separate relationship with your personal support provider about any daily living needs. We work with you either directly or your family or support agency, if this is your wish, on property and tenancy matters.

Rules, Bylaws and Policies

The tenant must comply at all times with «SiteName» rules, bylaws and policies which are available to the tenant(s) on request.

Any other additional conditions (e.g. pets, smoking):

On properties where automatic roller doors have been installed the maintenance of these is the responsibility of the tenant.

There is no smoking in our properties.

SIGNATURE OF LANDLORD/S OR AGENT:

	<i>Date:</i> / /
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I/We the tenant(s) acknowledge receipt of:-

- a) The landlord’s property manual outlining the rules, bylaws and policies
- b) Property Inspection Sheet
- c) Consumer and Business Services Tenant Information Brochure
- d) Lease which is inclusive if the NDIS Service Agreement (when applicable)

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

	<i>Date:</i> / /
	<i>Date:</i> / /

For general tenancy information contact Consumer and Business Services on 131 882, or visit www.sa.gov.au/tenancy/renters

For NDIS and Specialist Disability Accommodation information contact the NDIS on 1800 800 110 or visit www.ndis.gov.au