

FORM 1

RESIDENTIAL RENTAL AGREEMENT OF NO MORE THAN 5 YEARS

Residential Tenancies Act 1997 (Section 26(1))
Residential Tenancies Regulations 2021 (Regulation 10(1))

This agreement is between the residential rental provider (rental provider) and the renter listed on this form.

PART A—GENERAL

1. Date of agreement

This is the date the agreement is signed / /

If the agreement is signed by the parties on different days, the date of the agreement is the date the last person signs the agreement.

2. Premises let by the rental provider

Address of premises _____ /125 Bouverie Street, Carlton, Vic 3053

3. Rental provider's details

Full name or company name of rental provider: **Australia Education (Holdings) 4 Pty Ltd in its capacity as trustee for Cedar Pacific Investments No. 2 Trust**

Rental provider's agent's details

Full name: **Victorian Student Services Pty Ltd T/As UniLodge Lincoln House**

Address: **125 Bouverie Street, Carlton, Vic 3053**

Phone number: **+61 3 9113 8200**

ACN: **633896885**

Email address: **lincolnhouse@unilodge.com.au**

Note: The rental provider must notify the renter within 7 days if any of this information changes.

4. Renter's details

Each renter that is a party to the agreement must provide their details here.

RENTER 1

Full name of renter

Current address

Phone number

Email address

RENTER 2

Full name of renter

Current address

Phone number

Email address

RENTER 3

Full name of renter

Current address

Phone number

Email address

5. Length of the agreement (tick one box only)

Fixed term agreement

Start date / /

(this is the date the agreement starts and you may move in)

End date / /

Periodic agreement (monthly)

Start date / /

Note: If a fixed term agreement ends and the renter and rental provider do not enter into a new fixed term agreement, and the renter continues to occupy the premises, a periodic (e.g. month by month) residential rental agreement will be formed.

6. Rent

6.1 Rent amount \$

6.2 Ancillary charges of \$4.00 which includes Res Life

TOTAL RENT \$ per fortnight

To be paid fortnightly in advance, every second Monday.

Date first rent payment due / /

7. Bond

The renter has been asked to pay the bond specified below.

Unless the rent is greater than \$900 (per week), the maximum bond is one month's rent. In some cases, the rental provider may ask the Victorian Civil and Administrative Tribunal (VCAT) to increase this limit. The rental provider or their agent must lodge the bond with the Residential Tenancies Bond Authority (RTBA). The bond must be lodged within 10 business days after receiving payment. The RTBA will send the renter a receipt for the bond. If the renter does not receive a receipt within 15 business days from when they paid the bond, they may—

- email the RTBA at rtba@justice.vic.gov.au; or
- call the RTBA on 1300 137 164.

Bond amount \$

Date bond payment due / /

PART B—STANDARD TERMS

8. Rental provider's preferred methods of payment

Note: The rental provider must permit a fee-free (other than the renter's own bank fees) payment method and must allow the renter to use Centrepay or another form of electronic funds transfer.

Note: The renter is entitled to receive a receipt from the rental provider confirming payment of rent.

- Direct Deposit
- Direct Debit
- EFT or Credit Card

9. Service of notices and other documents by electronic methods

- Electronic service of documents must be in accordance with the requirements of the Electronic Transactions (Victoria) Act 2000.
- Just because someone responds to an email or other electronic communications does not mean they have consented to the service of notices and other documents by electronic methods.
- The rental provider and renter must notify the other party in writing if they no longer wish to receive notices or other documents by electronic methods.
- The rental provider and renter must immediately notify the other party in writing if their contact details change.

9.1 Does the rental provider agree to the service of notices and other documents by electronic methods such as email?

The rental provider must complete this section before giving the agreement to the renter.

YES

Email address lincolnhouse@unilodge.com.au

9.2 Does the renter agree to the service of notices and other documents by electronic methods such as email?

(renter to tick as appropriate) The option to consent should be provided to each renter who is a party to the agreement

RENTER 1 YES NO

EMAIL _____ MOBILE _____

RENTER 2 YES NO

EMAIL _____ MOBILE _____

RENTER 3 YES NO

EMAIL _____ MOBILE _____

RENTER 4 YES NO

EMAIL _____ MOBILE _____

10. Urgent repairs

The rental provider must ensure that the rental property is provided and maintained in good repair. If there is a need for an urgent repair, the renter should notify the rental provider in writing. For further information on seeking repairs see Part D (below). Details of person the renter should contact for an urgent repair

Emergency contact name	Residential Advisor
Emergency contact phone number	0438 014 252
Emergency contact email address	lincolnhouse@unilodge.com.au

11. Professional cleaning

The rental provider must not require the renter to arrange professional cleaning or cleaning to a professional standard at the end of the tenancy unless—

- professional cleaning or cleaning to a professional standard was carried out to the rented premises immediately before the start of the tenancy and the renter was advised that professional cleaning or cleaning to a professional standard had been carried out to those premises immediately before the start of the tenancy; or
- professional cleaning or cleaning to a professional standard is required to restore the rented premises to the same condition they were in immediately before the start of the tenancy, having regard to the condition report and taking into account fair wear and tear.

The renter must have all or part of the rented premises professionally cleaned or pay the cost of having all or part of the rented premises professional cleaned, if professional cleaning becomes required to restore the premises to the condition they were in immediately before the start of the tenancy, having regard to the condition report and taking into account fair wear and tear.

12. Owners Corporation

Do Owners Corporation rules apply to the premises?

NO

If yes, the rental provider must attach a copy of the rules to this agreement.

13. Condition report

The renter must be given 2 copies of the condition report (or one emailed copy) on or before the date the renter moves into the rented premises.

- The condition report will be provided to the renter on or before the date the agreement starts.
- The condition report has been provided.

14. Break Lease

Should the renter find it essential to vacate the premises during the term of the tenancy the renter will be required to;

14.1 Immediately inform the managing agent in writing of their desire to do so and request the agent to find an acceptable person who will execute a new agreement.

14.2 The renter acknowledges that where the premises are let exclusively to students that enquiry levels are higher during the beginning of each semester, therefore there may be a delay in attracting a renter.

14.3 The renter must pay the agents letting fee equal to 2 (two) weeks rental +GST

14.4 The renter agrees to pay the fair and reasonable advertising and marketing expenses incurred in relation to the reletting of the premise, which will not exceed \$150 plus GST.

14.5 Pay rent on the premises until such time as a new renter enters into an agreement or the expiry of the tenancy, whichever first occurs

14.6 The renter agrees to present the premises in a clean and undamaged state for viewing by prospective renters.

PART C—SAFETY-RELATED ACTIVITIES

14. Electrical safety checks

- (a) The rental provider must ensure an electrical safety check of all electrical installations, appliances and fittings provided by a rental provider in the rented premises is conducted every 2 years by a licensed or registered electrician and must provide the renter with the date of the most recent safety check, in writing, on request of the renter.
- (b) If an electrical safety check of the rented premises has not been conducted within the last 2 years at the time the renter occupies the premises, the rental provider must arrange an electrical safety check as soon as practicable.

15. Gas safety activities

This safety-related activity only applies if the rented premises contains any appliances, fixtures or fittings which use or supply gas.

- (a) The rental provider must ensure that a gas safety check of all gas installations and fittings in the rented premises is conducted every 2 years by a licensed or registered gasfitter and must provide the renter with the date of the most recent safety check, in writing, on request of the renter.
- (b) If a gas safety check has not been conducted within the last 2 years at the time the renter occupies the premises, the rental provider must arrange a gas safety check as soon as practicable.

16. Smoke alarm safety activities

- (a) The rental provider must ensure that—
 - (i) any smoke alarm is correctly installed and in working condition; and
 - (ii) any smoke alarm is tested according to the manufacturer's instructions at least once every 12 months; and
 - (iii) the batteries in each smoke alarm are replaced as required.
- (b) The rental provider must immediately arrange for a smoke alarm to be repaired or replaced as an urgent repair if they are notified by the renter that it is not in working order.
Note: Repair or replacement of a hard-wired smoke alarm must be undertaken by a suitably qualified person.
- (c) The rental provider, on or before the commencement of the agreement, must provide the renter with the following information in writing—
 - (i) information about how each smoke alarm in the rented premises operates;
 - (ii) information about how to test each smoke alarm in the rented premises;
 - (iii) information about the renter's obligations to not tamper with any smoke alarms and to report if a smoke alarm in the rented premises is not in working order.
- (d) The renter must give written notice to the rental provider as soon as practicable after becoming aware that a smoke alarm in the rented premises is not in working order.
Note: Regulations made under the Building Act 1993 require smoke alarms to be installed in all residential buildings.

17. Swimming pool barrier safety activities

These safety-related activities only apply if the rented premises contains a swimming pool.

- (a) The rental provider must ensure that the swimming pool barrier is maintained in good repair.
- (b) The renter must give written notice to the rental provider as soon as practicable after becoming aware that the swimming pool barrier is not in working order.
- (c) The rental provider must arrange for a swimming pool barrier to be immediately repaired or replaced as an urgent repair if they are notified by the renter that it is not in working order.
- (d) The rental provider must provide the renter with a copy of the most recent certificate of swimming pool barrier compliance issued under the Building Act 1993 on the request of the renter.

18. Relocatable swimming pool safety activities

These safety-related activities only apply if a relocatable swimming pool is erected, or is intended to be erected, on the rented premises.

- (a) The renter must not erect a relocatable swimming pool without giving written notice to the rental provider before erecting the pool.
- (b) The renter must obtain any necessary approvals before erecting a relocatable swimming pool.

Note: Regulations made under Building Act 1993 apply to any person erecting a relocatable swimming pool.

This safety-related activity only applies to swimming pools or spas that hold water deeper than 300 mm.

19. Bushfire prone area activities

This safety-related activity only applies if the rented premises is in a bushfire prone area and is required to have a water tank for bushfire safety.

If the rented premises is in a designated bushfire prone area under section 192A of the Building Act 1993 and a water tank is required for firefighting purposes, the rental provider must ensure the water tank and any connected infrastructure is maintained in good repair as required.

The water tank must be full and clean at the commencement of the agreement.

PART D—RIGHTS AND OBLIGATIONS

This is a summary of selected rights and obligations of renters and rental providers under the Act.

Any reference to VCAT refers to the Victorian Civil and Administrative Tribunal.

For more information, visit consumer.vic.gov.au/renting.

20. Use of the premises

The renter—

- is entitled to quiet enjoyment of the premises. The rental provider may only enter the premises in accordance with the Act; and
- must not use the premises for illegal purposes; and
- must not cause a nuisance or interfere with the reasonable peace, comfort or privacy of neighbours; and
- must avoid damaging the premises and common areas. Common areas include hallways, driveways, gardens and stairwells. Where damage occurs, the renter must notify the rental provider in writing; and
- must keep the premises reasonably clean.

21. Condition of the premises

The rental provider—

- must ensure that the premises comply with the rental minimum standards, and is vacant and reasonably clean when the renter moves in; and
- must maintain the premises in good repair and in a fit condition for occupation; and
- agrees to do all the safety-related maintenance and repair activities set out in Part C of the Agreement.

The renter must follow all safety-related activities set out in Part C of the agreement and not remove, deactivate or otherwise interfere with the operation of prescribed safety devices on the premises.

22. Modifications

The renter—

- may make some modifications without seeking the rental provider's consent. These modifications are listed on the Consumer Affairs Victoria website; and
- must seek the rental provider's consent before installing any other fixtures or additions; and
- may apply to VCAT if they believe that the rental provider has unreasonably refused consent for a modification mentioned in the Act; and
- at the end of the agreement, must restore the premises to the condition it was in before they moved in (excluding fair wear and tear). This includes removing all modifications, unless the parties agree they do not need to be removed.

The rental provider must not unreasonably refuse consent for certain modifications.

A list of the modifications that the rental provider cannot unreasonably refuse consent for is available on the Consumer Affairs Victoria website consumer.vic.gov.au/renting.

23. Locks

The rental provider must ensure the premises—

- has locks to secure all windows capable of having a lock; and
- has deadlocks (a deadlock is a deadlatch with at least one cylinder) for external doors that are able to be secured with a functioning deadlock; and
- meets the rental minimum standards for locks and window locks.

External doors which are not able to be secured with a functioning deadlock must at least be fitted with a locking device that—

- is operated by a key from the outside; and
- may be unlocked from the inside with or without a key.

The renter must obtain consent from the rental provider to change a lock in the master key system.

The rental provider must not unreasonably refuse consent for a renter seeking to change a lock in the master key system.

The rental provider must not give a key to a person excluded from the premises under—

- a family violence intervention order; or
- a family violence safety notice; or
- a recognised non-local DVO; or
- a personal safety intervention order.

24. Repairs

Only a suitably qualified person may do repairs—both urgent and non-urgent.

25. Urgent repairs

Section 3(1) of the Act defines urgent repairs. Refer to the Consumer Affairs Victoria website for the full list of urgent repairs and for more information, visit consumer.vic.gov.au/urgentrepairs.

Urgent repairs include failure or breakdown of any essential service or appliance provided for hot water, cooking, heating or laundering supplied by the rental provider.

The rental provider must carry out urgent repairs after being notified. A renter may arrange for urgent repairs to be done if the renter has taken reasonable steps to arrange for the rental provider to immediately do the repairs and the rental provider has not carried out the repairs.

If the renter has arranged for urgent repairs, the renter may be reimbursed directly by the rental provider for the reasonable cost of repairs up to \$2500.

The renter may apply to VCAT for an order requiring the rental provider to carry out urgent repairs if—

- (a) the renter cannot meet the cost of the repairs; or
- (b) the cost of repairs is more than \$2500; or
- (c) the rental provider refuses to pay the cost of repairs if it is carried out by the renter.

26. Non-urgent repairs

The renter must notify the rental provider, in writing, as soon as practicable of—

- damage to the premises; and
- a breakdown of facilities, fixtures, furniture or equipment supplied by the rental provider.

The rental provider must carry out non-urgent repairs in a reasonable time.

The renter may apply to VCAT for an order requiring the rental provider to do the repairs if the rental provider has not carried out the repairs within 14 days of receiving notice of the need for repair.

27. Assignment or sub-letting

The renter must not assign (transfer to another person) or sub-let the whole or any part of the premises without the written consent of the rental provider. The rental provider may give the renter notice to vacate if the renter assigns or sub-lets the premises without consent.

The rental provider—

- cannot unreasonably withhold consent to assign or sub-let the premises; and
- must not demand or receive a fee or payment for consent, other than any reasonable expenses incurred by the assignment.

28. Rent

The rental provider must give the renter at least 60 days written notice of a proposed rent increase.

The rent cannot be increased more than once every 12 months.

The rental provider must not increase the rent under a fixed term agreement unless the agreement provides for an increase by specifying the amount of increase or the method of calculating the rent increase.

29. Access and entry

The rental provider may enter the premises—

- at any time, if the renter has agreed within the last 7 days; and
- to do an inspection, but not more than once every 6 months; and
- to comply with the rental provider's duties under the Act; and
- to show the premises or conduct an open inspection to sell, rent or value the premises; and
- to take images or video for advertising a property that is for sale or rent; and
- if they believe the renter has failed to follow their duties under the Act; and
- to do a pre-termination inspection where the renter has applied to have the agreement terminated because of family violence or personal violence.

The renter must allow entry to the premises where the rental provider has followed proper procedure.

The renter is entitled to a set amount of compensation for each sales inspection.

30. Pets

The renter must seek consent from the rental provider before keeping a pet on the premises.

The rental provider must not unreasonably refuse a request to keep a pet.

PART E—ADDITIONAL TERMS

31. Additional terms

List any additional terms to this agreement. The terms listed must not exclude, restrict, or modify any of the rights and duties included in the Act.

Additional terms must also comply with the Australian Consumer Law (Victoria). For example, they cannot be unfair terms, which will have no effect. Contact Consumer Affairs Victoria on 1300 558 181 for further information or visit consumer.vic.gov.au/products-and-services/business-practices/contracts/unfair-contract-terms.

- 31.1 The RENTER agrees to pay the ancillary charges specified in item 6.2, for the ancillary services provided by the AGENT. In the event the RESIDENTIAL RENTAL PROVIDER changes AGENT from those listed in item 3, the RENTER acknowledges the ancillary charges currently provided by the AGENT will be cancelled and will no longer form a part of this residential rental agreement.
- 31.2 The RENTER agrees not to place rubbish on common property and agrees to deposit all rubbish including cartons and newspapers by using the garbage chute (where applicable) or placing in the building rubbish receptacles provided. The RENTER agrees to remove their rubbish and waste regularly from their rented premises.
- 31.3 The RENTER must not hang any clothes inside the premises other than where provision for the hanging of clothes (if any) has been provided. The RENTER must not hang washing or air articles on common property, unless facilities for doing so are provided for the RENTER'S use.
- 31.4 The RENTER must not store lubricants or flammable liquids (including but not limited to kerosene and motor fuels) at the premises. The RENTER must not bring on to or use at the premises a heater which uses flammable liquid or bottled gas.
- 31.5 The RENTER shall not cook anywhere in the property other than where kitchen facilities have been provided.
- 31.6 The RENTER shall at the RENTER'S expense replace all lighting tubes, globes and batteries to the premises, which become defective during the term of the tenancy unless the defect is proven to be caused by faulty wiring.
- 31.7 The RENTER acknowledges they will notify the AGENT, 30 days prior, in writing, if they intend to be absent from the rented premises for a period longer than 14 nights.
- 31.8 The RENTER acknowledges should they have a bicycle, this bicycle will be stored in the bicycle storage area in the common property and not inside the PREMISES.

32. Signatures

This agreement is made under the Act. Before signing you must read Part D—Rights and Obligations in this form which outlines your rights and obligations.

Rental Provider Signature

Date

Renter 1 Signature

Date

Renter 2 Signature

Date

Renter 3 Signature

Date

FORM 1B REQUIRED NO YES - ATTACHED
FORM 1C REQUIRED NO YES - ATTACHED