

# Residential rental agreement

*Residential Tenancies Act 1997 Section 26(1)*

Residential Tenancies Regulations 2019 Regulation 10(1) – Schedule 1 Form 1

This is your residential rental agreement. The terms are contained in Parts A, B, C and D. It is a binding contract under the *Residential Tenancies Act 1997* (the Act)

Please refer to Part E of this form for a summary of rights and obligations.

Do not sign this agreement if there is anything on it that you do not understand. Please refer to [Renting a home: A guide for tenants](#) for details about your rights and responsibility. For further information visit the Renting section of the Consumer Affairs website at [consumer.vic.gov.au/renting](http://consumer.vic.gov.au/renting) or call 1300 55 8181.

## Part A – Basic terms

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

### 1 Date of agreement

This is the date you sign the agreement

### 2 Premises let by the rental provider

Address of premises

<input type="text"/>	Postcode
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### 3 Rental provider details

Full name(s)

  

Address

(if no agent is acting  
for the rental  
provider)

<input type="text"/>	Postcode
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Phone number

ACN (if applicable)

Email address

#### Rental provider's agent details (if applicable)

Full name

Address

<input type="text"/>	Postcode
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Phone number

ACN (if applicable)

Email address

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#### 4 Renter details

Full name of <b>renter 1</b>		
Current address		Postcode
Phone number		
Full name of <b>renter 2</b>		
Current address		Postcode
Phone number		
Full name of <b>renter 3</b>		
Current address		Postcode
Phone number		
Full name of <b>renter 4</b>		
Current address		Postcode
Phone number		

**Note:** If there are more than four renters, include details on an extra page.

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#### 5 Length of the agreement

<input type="checkbox"/> Fixed term agreement	Start date		(this is the date the agreement starts and you can move in)
	End date		
<input type="checkbox"/> Periodic agreement (for example, 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, a periodic (for example, month by month) rental agreement will be formed.

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#### 6 Rent

Rent amount (\$) (payable in advance)			
To be paid per	<input type="checkbox"/> week	<input type="checkbox"/> fortnight	<input type="checkbox"/> month (paid on the same day each month)
Date first rent payment due			

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#### 7 Rental provider's preferred method of rent payment

**Note:** The rental provider must permit at least one fee free payment method and must allow the renter to use Centrepay or another form of electronic funds transfer.

(Rental provider to tick permitted methods of rent payment)

<input type="checkbox"/> direct debit	<input type="checkbox"/> bank deposit	<input type="checkbox"/> cash	<input type="checkbox"/> cheque or money order	<input type="checkbox"/> BPay
<input type="checkbox"/> other electronic form of payment				

Payment details (if applicable)

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## Part B – Standard terms

### 8 Bond

The renter must pay the bond specified below.

Unless the rent is greater than \$900 (per week), the maximum bond taken must not be more than one month's rent.

The rental provider or agent must lodge the bond with the Residential Tenancies Bond Authority (RTBA).

The bond must be lodged within 10 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 can:

email [rtba@justice.vic.gov.au](mailto:rtba@justice.vic.gov.au), or

call the RTBA on 1300 13 71 64

Bond amount (\$)

Date bond payment due

### 9 Service of notices and other documents by electronic communication

Service of documents must be in accordance with the requirements of the *Electronic Transactions (Victoria) Act 2000*.

**Note:** If a party has not explicitly agreed to electronic services of documents, consent cannot be assumed.

#### 9.1 Does the rental provider agree to the service of notices and other documents by email?

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

(Rental provider to tick as appropriate)

☐ Yes, email address

☐ No

#### 9.2 Does the renter agree to the service of notices and other documents by email?

(Renter to tick as appropriate)

**Renter 1** ☐ Yes, email address

☐ No

**Renter 2** ☐ Yes, email address

☐ No

**Renter 3** ☐ Yes, email address

☐ No

**Renter 4** ☐ Yes, email address

☐ No

**Note:** If there are more than four renters, include details on an extra page.

#### Change of email

The renter and the rental provider must immediately notify the other party in writing if their email address changes.

#### Withdrawal of consent

The renter and rental provider must notify the other party in writing if they choose to withdraw consent to electronic service of documents. Once they have given notice, no documents are to be sent by email.

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## 10 Urgent repairs

The rental provider is responsible for repairs and maintenance to the rented premises. The renter must notify the rental provider of the need for an urgent repair. For example, urgent repairs can involve repairs to a burst water service, a gas leak or flood damage.

For further information on seeking urgent repairs see clause 28 of this agreement.

Details of person the renter should contact for an urgent repair

Emergency contact name

Emergency phone number

Emergency email address

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## 11 Professional cleaning

The rental provider must not require the renter to arrange professional cleaning unless this is needed to restore the premises to the condition they were in at the start of the tenancy – allowing for fair wear and tear. The need for professional cleaning will be considered at the end of the tenancy.

If professional cleaning is necessary:

the renter must have all or part of the premises professionally cleaned, or

the renter must pay the cost of having all or part of the rented premises professionally cleaned.

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## 12 Owners corporation

Do owners corporation rules apply to the premises?

(Rental provider to tick as appropriate)

☐

No

☐

Yes

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

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## 13 Condition report

A condition report is required to be provided on or before the date the agreement commences.

☐

A condition report will be provided to the renter before the start of the agreement.

## Part C – Safety related activities

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### 14 Electrical safety activities

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

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### 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 two years by a licensed or registered gasfitter and must provide the renter with the date of the most recent safety check on request by the renter.
- (b) If a gas safety check has not been conducted within the last two years at the time the renter occupies the premises, the rental provider must arrange a gas safety check as soon as practicable.

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### 16 Smoke alarm safety activities

(a) The rental provider must ensure that:

- i. any smoke alarm is correctly installed and in working condition
- 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.
- (c) The rental provider, on or before the occupation date, must provide the renter with the following information in writing:
  - i. information about how each smoke alarm in the rented premises works
  - ii. information about how to test each smoke alarm in the rented premises, and
  - 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.

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## 17 Carbon monoxide alarm 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:
    - i. any carbon monoxide alarm is correctly installed and in working condition
    - ii. any carbon monoxide alarm is tested according to the manufacturer's instructions at least once every two years, and
    - iii. the batteries in each carbon monoxide alarm are replaced as required.
  - (b) The rental provider must immediately arrange for a carbon monoxide alarm to be repaired or replaced as an urgent repair if they are notified by the renter that it is not in working order.
  - (c) The rental provider, on or before the occupation day, must provide the renter with the following information in writing:
    - i. information about how each carbon monoxide alarm in the rented premises works
    - ii. information about how to test each carbon monoxide alarm in the rented premises, and
    - iii. information about the renter's obligations to not tamper with any carbon monoxide alarms and to report if a carbon monoxide 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 carbon monoxide alarm in the rented premises is not in working order.
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## 18 Pool fence safety activities

This safety-related activity only applies if the rented premises contains a pool.

- (a) The rental provider must ensure that the pool fence 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 pool fence is not in working order.
  - (c) The rental provider must immediately arrange for the pool fence to be repaired or replaced as an urgent repair if they are notified by the renter that it is not in working order.
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## 19 Relocatable pool safety activities

This safety-related activity only applies if a relocatable pool is erected on the rented premises.

A renter must not erect a relocatable pool on the rented premises for more than one day, unless the renter has given prior written notice to the rental provider.

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

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## 20 Bushfire prone area activities

This prescribed safety 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 1952A of the *Building Act 1993* and a water tank is required for firefighting purposes the residential rental provider must ensure the water tank and any connected infrastructure is maintained in good repair and cleaned as required.

## Part D – Additional terms

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### 21 Further details (if any)

List any additional terms to this agreement. The terms listed must not exclude, restrict or modify any of the rights and duties included in *Residential Tenancies Act 1997* (the Act).

Additional terms must also comply with the Australian Consumer Law (Victoria). For example, they cannot be unfair terms. Contact us on 1300 55 81 81 for further information or visit [consumer.vic.gov.au](http://consumer.vic.gov.au).

**Note:** If you need extra space, attach a separate sheet. Both the **rental provider** and **renter** should sign and date all attachments.

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### 22 Signatures

This agreement is made under the Act.

Before signing you must read the relevant information in **Part E – Rights and obligations** of this form.

#### Rental provider

Signature of residential  
rental provider 1

Date

Signature of residential  
rental provider 2

Date

#### Renter(s)

All renters listed must sign this residential rental agreement.

Signature of renter 1

Date

Signature of renter 2

Date

Signature of renter 3

Date

Signature of renter 4

Date

**Note:** If there are more than four renters, include details on an extra page.

## Part E – Rights and obligations

This is a summary of selected rights and obligations of **renters** and **rental providers** under the *Residential Tenancies Act 1997* (the Act).

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

For more information, visit [consumer.vic.gov.au/renting](https://consumer.vic.gov.au/renting).

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### Use of the premises

The renter:

- is entitled to quiet enjoyment of the premises. The rental provider can only enter the premises in accordance with the Act
- must not use the premises for illegal purposes
- must not cause a nuisance or interfere with the reasonable peace, comfort or privacy of neighbours
- 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
- must keep the premises reasonably clean.

### 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
- must maintain the premises in good repair and in a fit condition for occupation
- 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 interfere with safety devices on the premises.

### Modifications

The renter:

- can make some modifications without seeking consent. These modifications are listed on the Consumer Affairs website
- must seek the rental provider's consent before installing any other fixtures or additions
- can apply to VCAT if they believe that the rental provider has unreasonably refused consent for a modification mentioned in the Act
- 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.

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 website [consumer.vic.gov.au/renting](https://consumer.vic.gov.au/renting).

### Locks

- The rental provider must ensure the premises has:
  - locks to secure all windows capable of having a lock, and
  - deadlocks (a deadlock is a deadlatch with at least one cylinder) for external doors.
- The renter must obtain consent to change a lock in the master key system from the rental provider.
- 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
  - family violence safety notice
  - recognised non local DVO
  - personal safety intervention order.

### Repairs

- Only a suitably qualified person must do repairs – both urgent and non-urgent.

#### Urgent repairs

Section 3 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](https://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.

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 \$2,500.

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

- the renter cannot meet the cost of the repairs, or
- the cost of repairs is more than \$2,500, or
- the rental provider refuses to pay the cost of repairs if it is carried out by the renter.

### Non-urgent repairs

- The renter must notify the rental provider as soon as practical of:
  - damage to the premises
  - breakdown of facilities, fixtures, furniture or equipment supplied by the rental provider.
- The rental provider must carry out non-urgent repairs in reasonable time.
- The renter can 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**.

### 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:

- cannot unreasonably withhold consent to assign or sub-let the premises
- must not demand or receive a fee or payment for consent, other than the reasonable cost to prepare a revised written agreement.

### Rent

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

### Access and entry

- The rental provider can enter the premises:
  - to do an inspection but not more than once every 6 months
  - to comply with the rental provider's duties under the Act
  - to conduct an open inspection to sell, rent or value the premises
  - to take images or video for advertising
  - if they believe the renter has failed to follow their duties under the Act
  - 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.

### 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.



## Help or further information

For further information, visit the Renting section – Consumer Affairs Victoria website at [consumer.vic.gov.au/renting](http://consumer.vic.gov.au/renting) or call the Consumer Affairs Victoria Helpline on **1300 55 81 81**.

## Telephone interpreter service

If you have difficulty understanding English, contact the Translating and Interpreting Service (TIS) on 131 450 (for the cost of a local call) and ask to be put through to an Information Officer at Consumer Affairs Victoria on 1300 55 81 81.

### Arabic

إذا كان لديك صعوبة في فهم اللغة الإنكليزية، اتصل بخدمة الترجمة التحريرية والشفوية (TIS) على الرقم 131 450 (بكلغة مكاملة محلية) واطلب أن يوصلوك بموظف معلومات في دائرة شؤون المستهلك في فكتوريا على الرقم 1300 55 81 81.

**Turkish** İngilizce anlamakta güçlük çekiyorsanız, 131 450'den (şehir içi konuşma ücretine) Yazılı ve Sözlü Tercümanlık Servisini (TIS) arayarak 1300 55 81 81 numaralı telefondan Victoria Tüketici İşleri'ni aramalarını ve sizi bir Danışma Memuru ile görüşturmelerini isteyiniz.

**Vietnamese** Nếu quý vị không hiểu tiếng Anh, xin liên lạc với Dịch Vụ Thông Phiên Dịch (TIS) qua số 131 450 (với giá biểu của cú gọi địa phương) và yêu cầu được nối đường dây tới một Nhân Viên Thông Tin tại Bộ Tiêu Thụ Sự Vụ Victoria (Consumer Affairs Victoria) qua số 1300 55 81 81.

**Somali** Haddii aad dhibaato ku qabto fahmida Ingiriiska, La xirii Adeega Tarjumida iyo Afcelinta (TIS) telefoonka 131 450 (qiimaha meesha aad joogto) weydiisuna in lagugu xiro Sarkaalka Macluumaadka ee Arrimaha Macmiilaha Fiktooriya tel: 1300 55 81 81.

**Chinese** 如果您聽不大懂英語，請打電話給口譯和筆譯服務處，電話：131 450 (祇花費一個普通電話費)，讓他們幫您接通維多利亞消費者事務處 (Consumer Affairs Victoria) 的信息官員，電話：1300 55 81 81。

**Serbian** Ako vam je teško da razumete engleski, nazovite Službu prevodilaца и тумача (Translating and Interpreting Service - TIS) на 131 450 (по цену локалног позива) и замолите их да вас повежу са Службеником за информације (Information Officer) у Викторијској Служби за потрошачка питања (Consumer Affairs Victoria) на 1300 55 81 81.

**Amharic** ኢንግሊዝኛ ቋንቋ ለመረዳት ችግር ካለብዎ የአስተርጓሚ አገልግሎትን (TIS) በስልክ ቁጥር 131 450 [በአካባቢ ጥሪ ሂሳብ] በመደወል በቬክተሪያ ደንበኞች ጉዳይ ጽ/ቤት በስልክ ቁጥር 1300 55 81 81 ደውሎ ከመረጃ አቅራቢ ሠራተኛ ጋር አንዲያገኙዎ መጠየቅ።

### Dari

اگر شما مشکل دانستن زبان انگلیسی دارید، با اداره خدمات ترجمانی تحریری و شفاهی (TIS) به شماره ۱۳۱ ۴۵۰ به قیمت مخابره محلی تماس بگیرید. وبخواهید که شما را به کارمند معلومات دفتر امور مراجعین ویکتوریا به شماره ۱۳۰۰ ۵۵ ۸۱ ۸۱ ارتباط دهد.

**Croatian** Ako ne razumijete dovoljno engleski, nazovite Službu tumača i prevoditelja (TIS) na 131 450 (po cijeni mjesnog poziva) i zamolite da vas spoje sdjelatnikom za obavijesti u Consumer Affairs Victoria na 1300 55 81 81.

**Greek** Αν έχετε δυσκολίες στην κατανόηση της αγγλικής γλώσσας, επικοινωνήστε με την Υπηρεσία Μετάφρασης και Διερμηνείας (TIS) στο 131 450 (με το κόστος μιας τοπικής κλήσης) και ζητήστε να σας συνδέσουν με έναν Υπάλληλο Πληροφοριών στην Υπηρεσία Προστασίας Καταναλωτών Βικτώριας (Consumer Affairs Victoria) στον αριθμό 1300 55 81 81.

**Italian** Se avete difficoltà a comprendere l'inglese, contattate il servizio interpreti e traduttori, cioè il "Translating and Interpreting Service" (TIS) al 131 450 (per il costo di una chiamata locale), e chiedete di essere messi in comunicazione con un operatore addetto alle informazioni del dipartimento "Consumer Affairs Victoria" al numero 1300 55 81 81.