|  |  |
| --- | --- |
| Residential rental agreement  more than 5 years  Residential Tenancies Act 1997 Section 26(1A)(b) *Residential Tenancies Regulations 2021* Regulation 10(2) | Consumer Affairs Victoria |

* This is your residential rental agreement. It is a binding contract under the ***Residential Tenancies Act 1997*** (the Act).
* The terms are contained in Parts A, B, C and E. Part D is a summary of your rights and obligations.
* Do not sign this agreement if there is anything on it that you do not understand.
* Please refer to [*Renters Guide*](https://www.consumer.vic.gov.au/housing/renting/renting-guide) for details about your rights and responsibility.
* For further information, visit the renting section of the Consumer Affairs Victoria website at [www.consumer.vic.gov.au/renting](http://www.consumer.vic.gov.au/renting) or call 1300 55 81 81.

# Part A – Basic terms

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

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

|  |  |  |
| --- | --- | --- |
|  | Postcode |  |

3 Rental provider details

|  |  |
| --- | --- |
| Full name(s) or |  |
| Company name |

|  |
| --- |
|  |

ACN (if applicable)

(Please fill out details below where no agent is acting for the rental provider)

|  |  |  |  |
| --- | --- | --- | --- |
| Address |  | Postcode |  |

|  |  |
| --- | --- |
| Phone number |  |

|  |  |
| --- | --- |
| Email address |  |

Rental provider’s agent’s details (if applicable)

|  |  |
| --- | --- |
| Full name |  |

|  |  |  |  |
| --- | --- | --- | --- |
| Address |  | Postcode |  |

|  |  |
| --- | --- |
| Phone number |  |

|  |  |
| --- | --- |
| ACN (if applicable) |  |

|  |  |
| --- | --- |
| Email address |  |

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

4 Renter details

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

|  |  |
| --- | --- |
| Full name of **renter 1** |  |

|  |  |  |  |
| --- | --- | --- | --- |
| Current address |  | Postcode |  |

|  |  |
| --- | --- |
| Phone number |  |

|  |  |
| --- | --- |
| Email address |  |

|  |  |
| --- | --- |
| Full name of **renter 2** |  |

|  |  |  |  |
| --- | --- | --- | --- |
| Current address |  | Postcode |  |

|  |  |
| --- | --- |
| Phone number |  |

|  |  |
| --- | --- |
| Email address |  |

|  |  |
| --- | --- |
| Full name of **renter 3** |  |

|  |  |  |  |
| --- | --- | --- | --- |
| Current address |  | Postcode |  |

|  |  |
| --- | --- |
| Phone number |  |

|  |  |
| --- | --- |
| Email address |  |

|  |  |
| --- | --- |
| Full name of **renter 4** |  |

|  |  |  |  |
| --- | --- | --- | --- |
| Current address |  | Postcode |  |

|  |  |
| --- | --- |
| Phone number |  |

|  |  |
| --- | --- |
| Email address |  |

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

5 Length of the agreement

|  |  |  |  |
| --- | --- | --- | --- |
| Fixed term agreement | Start date |  | (this is the date the agreement starts and |
|  |  |  | you may move in) |

|  |  |  |  |
| --- | --- | --- | --- |
|  | End date |  |  |

The end date must be at least 5 years and one day from the start date.

**Note**: Schedule 1 to Part F (below) provides for the extension of the term of this agreement.

6 Rent

|  |  |  |  |
| --- | --- | --- | --- |
| Rent amount ($) |  |  |  |
| (payable in advance) |  |  |  |
| To be paid per | week | fortnight | calendar month |

|  |
| --- |
|  |

Day rent is to be paid (e.g. each Thursday or the 11th of each month)

|  |  |
| --- | --- |
| Date first rent payment due |  |

7 Bond

* The renter has been asked to pay the bond specified below.
* The maximum bond is 1 months’ rent (unless the rent is more than $900 per week). 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) 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 can email the RTBA at [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 |  |

8 Additional Bond

8.1 The rental provider may require the renter to pay an additional amount of bond after the first 5 years of the agreement, if—

(a) the agreement is being extended by at least 5 years; or has an unexpired period of 5 years or more; or starts after a periodic rental agreement; or starts after the expiry of a fixed term rental agreement; and

(b) the rental provider provides 120 days written notice to the renter.

8.2 If requested, the additional bond is determined by—

(a) calculating a total amount of bond for the next 5 year period of the agreement; using the rent payable at the commencement of the next 5 year period of the agreement as a basis for that bond calculation; and

(b) subtracting the total amount of bond currently lodged with the RTBA from the amount calculated at paragraph (a).

**Example**

If the weekly rent is $500 at the start of the agreement, the maximum bond payable is $2,167 (rounded up).

If 5 years of the agreement have finished, and the weekly rent is now $550, the rental provider may ask for an additional bond of $216. This will mean the total bond held by the RTBA on behalf of the renter is $2,383.

8.3 The rental provider or their agent must lodge the additional amount of bond with the RTBA within 10 business days after receiving the additional amount of bond.

8.4 The rental provider must not require an additional amount of bond more than once in any 5 year period of this agreement.

Part B – Standard terms

9 Rental provider’s preferred method of rent payment

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

(Rental provider to tick available methods of rent payment)

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| direct debit | bank deposit | cash | cheque or money order | BPAY |

|  |  |
| --- | --- |
| other electronic form of payment, including Centrepay |  |

|  |
| --- |
| Payment details (if applicable) |
|  |

10 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.

10.1 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.

(Rental provider to tick as appropriate)

|  |  |  |  |
| --- | --- | --- | --- |
|  |  | Yes - insert email address, mobile phone number or other electronic contact details |  |
|  |  | No |  |

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

(Renter to tick as appropriate)

|  |  |  |  |
| --- | --- | --- | --- |
| **Renter 1** |  | Yes - insert email address*,* mobile phone number or other electronic contact details |  |
|  |  | No |  |

|  |  |  |  |
| --- | --- | --- | --- |
| **Renter 2** |  | Yes - insert email address, mobile phone number or other electronic contact details |  |
|  |  | No |  |

|  |  |  |  |
| --- | --- | --- | --- |
| **Renter 3** |  | Yes - insert email address, mobile phone number or other electronic contact details |  |
|  |  | No |  |

|  |  |  |  |
| --- | --- | --- | --- |
| **Renter 4** |  | Yes - insert email address, mobile phone number or other electronic contact details |  |
|  |  | No |  |

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

11 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(Rental provider to insert details)

|  |  |
| --- | --- |
| Emergency contact name |  |

|  |  |
| --- | --- |
| Emergency phone number |  |

|  |  |
| --- | --- |
| Emergency email address |  |

12 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 professionally cleaned, if professional cleaning becomes required to restore the premises to the condition they were in immedicably before the start of the tenancy, having regard to the condition report and taking into account fair wear and tear.

13 Owners corporation (formerly body corporate)

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. |

14 Condition report

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

(Rental provider to tick as appropriate)

The condition report has been provided

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

15 Rent adjustments

Rental providers must choose their proposed method of adjusting rent over the period of the agreement when the agreement is signed

**\*[Option 1—Inflation adjustment (CPI)]**

On each anniversary of the commencement date of the agreement, the rental provider may adjust the rent by the annual inflation rate (based on the Consumer Price Index).

The rental provider must provide the renter with written notice of the rent increase 60 days before the date the rent will increase.

**Notes:**

* + - 1. The **annual inflation rate** means the Consumer Price Index—All Groups Melbourne calculated using the most recent quarterly release from the Australian Bureau of Statistics that states the “All Groups CPI” change in the past 12 months for Melbourne.
      2. If this index is discontinued, then any other index that shows changes in cost of living in Melbourne as reasonably identified by the rental provider can be used instead.

**Example:** If the rent in the first year is $400 per week and 12 months has passed since the agreement started, the rental provider may decide to increase the rent. If the All Groups CPI for Melbourne is 2 per cent, the rental provider can seek a rent increase of up to 2 per cent of the weekly rent. This means the new weekly rent can be up to $408.

**\*[Option 2—Statewide Rent Index adjustment]**

On each anniversary of the commencement date, the rental provider may adjust the rent by the Statewide Rent Index (SRI) Annual Percentage change for Victoria.

The rental provider must provide the renter with written notice of the rent increase 60 days before the date the rent will increase.

**Notes:**

* + - 1. **SRI** means the Statewide Rent Index published in the quarterly Rental Report by the Victorian Department of Families, Fairness and Housing. Rent adjustments must be calculated using the most recent quarterly release of the Victorian Department of Families, Fairness and Housing Rental Report that states the “Annual Percentage Change” for Victoria.
      2. If the Victorian Department of Families, Fairness and Housing stops publishing this data, then this clause will be taken to be replaced by Option 1.

**Example:** If the rent in the first year is $400 per week and 12 months has passed since the agreement started, the rental provider may decide to increase the rent. If the annual percentage change for Victoria is 4 per cent, the rental provider can seek a rent increase of up to 4 per cent. This means the new weekly rent can be up to $416.

**\*[Option 3—Fixed Percentage Increase]**

|  |  |
| --- | --- |
| On each anniversary of the commencement date, the rental provider may adjust the rent by  per cent. |  |

per cent.

The rental provider must provide the renter with written notice of the rent increase 60 days before the date the rent will increase.

**Example:** If the rent in the first year is $400 per week and 12 months has passed since the agreement started, the rental provider may decide to increase the rent. If the fixed per centage increase is 3 per cent, a rental provider can seek a rent increase of up to 3 per cent. This means the new weekly rent can be up to $412.

**\*[Option 4—Fixed Amount Increase]**

|  |  |
| --- | --- |
| The rent will increase on each anniversary of the commencement date by the following amount:  per cent. |  |

The rental provider must provide the renter with written notice of the rent increase 60 days before the date the rent will increase.

**16 Ending the agreement early**

16.1 Subject to subclause 16.3, if the renter ends the agreement early, the rental provider may require the renter to pay an amount that compensates the rental provider for the rent foregone (the money that may be lost by the rental provider if the agreement is ended early).

* The amount of rent foregone must reflect the actual losses suffered by the rental provider.
* That amount must be no more than one month’s rent for each year left in the agreement

**Note:** in the event that an application for compensation is made to VCAT, the rental provider may have to show how the actual losses were calculated.

16.2 The rental provider must take all reasonable steps to re-let the premises or otherwise minimise the amount of any rent foregone under this agreement.

16.3 The rental provider is not entitled to an amount of rent foregone under subclause 16.1 if this agreement ends because—

(a) the renter has given the rental provider notice of intention to vacate rented premises under section 91ZD of the Act on the basis the premises are destroyed or unfit for habitation; or

(b) the renter has given the rental provider notice of intention to vacate rented premises under section 91ZE of the Act on the basis that the rental provider has failed to comply with a VCAT order; or

(c) the renter has given the rental provider notice of intention to vacate rented premises under section 91ZF of the Act on the basis of successive breaches by the rental provider.

16.4 Nothing in this agreement prevents a party to this agreement applying to VCAT for:

(a) an order reducing the term of this agreement and making any necessary consequential variations to this agreement under section 91U of the Act (reduction of agreement on the basis of severe hardship); or

(b) an order to end an agreement because of family or personal violence under section 91V of the Act; or

(c) a compensation order if the other party has failed to comply with the terms of the agreement.

17 Extension of agreement length

17.1 This agreement may be extended by the renter and the rental provider—

(a) for any period that they agree; and

(b) as many times as they agree to do so.

17.2If the rental provider and the renter agree to an extension of the term, they must complete, sign and date Schedule 1 of this agreement.

17.3The terms and conditions of the extended term will otherwise be the same as the terms and conditions contained in this agreement, modified, if necessary, to apply to the extended term.

18 Modifications

18.1 If the rental provider and renter agree to any alterations, additions, installations or renovations to the rented premises, this can be recorded in Schedule 2 to Part F of this agreement.

18.2 The rental provider and the renter must complete, sign and date Part F of this agreement before the renter makes any alteration, addition, installation or renovation to the premises referred to in Schedule 2 to Part F.

18.3 At the expiry or early termination of the agreement, the renter must restore the premises (if required) or pay to the rental provider the amount specified in Part F of this agreement.

(a) If the rental provider and renter subsequently agree to any further alterations, additions, installations or renovations to the premises, they must, on each such occasion, complete and attach an additional copy of Schedule 2 to Part F of this agreement.

(b) Under the Act, a renter who has installed fixtures or altered or made additions to rented premises, with or without the rental provider’s consent, must restore the premises or pay the rental provider the reasonable cost of restoration before the agreement is terminated— unless this agreement provides otherwise or the rental provider and renter otherwise agree.

# Part C – Safety-related activities

19 Electrical safety activities

1. 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 two 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.
2. 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.

20 Gas safety activities

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

1. 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, in writing, on the request of the renter.
2. 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.

21 Smoke alarm safety activities

1. The rental provider must ensure that:
2. any smoke alarm is correctly installed and in working condition;
3. any smoke alarm is tested according to the manufacturer’s instructions at least once every 12 months; and
4. the batteries in each smoke alarm are replaced as required.
5. 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.

1. The rental provider, on or before the commencement of the agreement, must provide the renter with the following information in writing:
2. information about how each smoke alarm in the rented premises operates;
3. information about how to test each smoke alarm in the rented premises; and
4. 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.
5. 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.

23 Swimming pool barrier safety activities

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

1. The rental provider must ensure that the swimming pool barrier is maintained in good repair.
2. 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.
3. The rental provider must arrange for the 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.
4. 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.

24 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.

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

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

**Note**: These safety related activities only apply to swimming pools or spas that can hold water deeper than 300 mm.

25 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.

1. 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.
2. 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 ***Residential Tenancies Act 1997***(the Act). Any reference to VCAT refers to the Victorian Civil and Administrative Tribunal.

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

## 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.
* 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.

## Conditionof 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:

* may 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.
* may 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, 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 [www.consumer.vic.gov.au/renting](http://www.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
* has deadlocks (a deadlock is a deadlatch with at least one cylinder) for external doors, 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
* 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(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 [www.consumer.vic.gov.au/urgentrepairs](https://www.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 they have 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, in writing, as soon as practicable of:
* damage to the premises
* a 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** of receiving notice of the repair.

## 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 sublets the premises without consent.

### 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 reasonable expenses incurred by the assignment.

## Rent

* The rental provider must give the renter at least   
  60 days’ written notice of a proposed rent increase.
* Rent cannot be increased more than once every   
  12 months.
* If the rental provider or agent does not provide a receipt for rent, the renter may request a receipt.
* 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 may enter the premises:
* at any time, if the renter has agreed within the last 7 days.
* to do an inspection but not more than once every 12 months.
* to comply with the rental provider’s duties under the Act.
* to show the premises or conduct an open inspection to sell, rent or value the premises.
* to take images or video for advertising a property that is for sale or rent.
* 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.
* The renter is entitled to a set amount of compensation for each sales inspection.

## 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

25 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 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 55 81 81 for further information or visit [unfair contract terms](https://www.consumer.vic.gov.au/products-and-services/business-practices/contracts/unfair-contract-terms) at the Consumer Affairs Victoria website.

|  |
| --- |
|  |

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

26 Signatures

This agreement is made under the Act.

Before signing you must read **Part D – Rights and obligations** in this form.

Rental provider

|  |  |
| --- | --- |
| Signature of  rentalprovider |  |

|  |  |
| --- | --- |
| 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:** Each renter who is a party to the agreement must sign and date here. If there are more than four renters, include details on an extra page.

**Part F –**

**Schedule 1 - Extensions of the agreement**

**Note:** The rental provider and renter may agree to extend the agreement at any time during the agreement.

**Extension of term**

The rental provider and the renter agree that the duration of this agreement is extended to the new end date specified below:

|  |
| --- |
|  |

The end date must be at least 5 years and one day from the day the agreement started.

Signatures

Rental provider

|  |  |
| --- | --- |
| Signature of  rentalprovider 1 |  |

|  |  |
| --- | --- |
| Date |  |

|  |  |
| --- | --- |
| Signature of  rentalprovider 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:** Each renter who is a party to the agreement must sign and date here. If there are more than four renters, include details on an extra page.

**Schedule 2—Modifications**

**Note:** The rental provider and renter may agree to a list of modifications at any time during the agreement.

**Agreed modifications**

Subject to the restoration requirements (if any) specified in this Part, the rental provider consents to the renter making the alterations, additions, installations or renovations to the premises specified below:

|  |
| --- |
| *Insert any alterations, additions, installations or renovations to the premises that the renter is permitted to make during the term, (for example—installation of a security screen on the front door; installation of a herb garden)* |

Restoration requirements

If the renter undertakes the alterations, additions, installations or renovations to the premises specified above, either— (tick the appropriate box)

the rental provider agrees that there is no requirement to restore the premises or pay for restoration of the premises; or

the renter agrees to undertake the restoration requirements or pay the amount specified at the expiry or earlier termination of this agreement, as set out below.

(*insert restoration requirements that apply at the end of this agreement*)

|  |  |
| --- | --- |
| Estimated cost of restoring premises |  |

**Bond**

|  |
| --- |
| an additional amount of bond to restore the premises for an installation, renovation, alteration or addition has NOT been requested. |
| an additional amount of bond to restore the premises for an installation, renovation, alteration or addition has been requested.  (*insert bond amount)*   |  | | --- | |  | |

* The rental provider or agent must lodge the bond with the Residential Tenancies Bond Authority (RTBA) within  
  10 days business 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 the RTBA at [rtba@justice.vic.gov.au](mailto:rtba@justice.vic.gov.au), or call the RTBA on 1300 13 71 64.

Signatures

Rental provider

|  |  |
| --- | --- |
| Signature of  rentalprovider 1 |  |

|  |  |
| --- | --- |
| Date |  |

|  |  |
| --- | --- |
| Signature of  rentalprovider 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**: Each renter who is a party to the agreement must sign and date here. If there are more than four renters, include details on an extra page.

**Note:** If the rental provider and renter subsequently agree to further alterations, additions, installations or renovations to the premises, they must complete and attach an additional copy of this Schedule to the agreement.

Help or further information

For further information, visit the renting section – Consumer Affairs Victoria website at [www.consumer.vic.gov.au/renting](file://internal.vic.gov.au/DJR/HomeDirs10/viciuuq/Desktop/Prescribed%20forms%20amendments/7th%20draft/www.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 450 131 (بكلفة مكالمة محلية) واطلب أن يوصلوك بموظف معلومات في دائرة شؤون المستهلك في فكتوريا على الرقم 81 81 55 1300.

**Turkish** İngilize anlamakta güçlük çekiyorsanız, 131 450’den (şehir içi konuşma ücretine) Yazılı ve Sözlü Tercümanlık Servisini (TIS) arayarak 1300 55 81 81 numerali telefondan Victoria Tüketici İşleri’ni aramalarını ve size bir Danişma Memuru ile görüştürmelerini isteyiniz.

**Vietnamese** Nếu quí 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 xiriir 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（衹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** Ако вам је тешко да разумете енглески, назовите Службу преводилаца 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**  በእንግሊዝኛ ቋንቋ ለመረዳት ችግር ካለብዎ የአስተርጓሚ አገልግሎትን (TIS) በስልክ ቁጥር 131 450 (በአካባቢ ስልክ ጥሪ ሂሳብ) በመደወል ለቪክቶሪያ ደንበኞች ጉዳይ ቢሮ በስልክ ቁጥር 1300 55 81 81 ደውሎ ከመረጃ አቅራቢ ሠራተኛ ጋር እንዲያገናኝዎት መጠየቅ።

**Dari**

اگر شما مشکل دانستن زبان انگلیسی دارید، با اداره خدمات ترجمانی تحریری و شفاهی (TIS)به شماره 450 131 به قیمت مخابره محلی تماس بگیرید و بخواهید که شما را به کارمند معلومات دفتر امور مهاجرین ویکتوریا به شماره 1300 55 81 81 ارتباط دهد.

**Croatian** Ako nerazumijete dovoljno engleski, nazovite Službu tumača i prevoditelja (TIS) na 131 450 (po cijeni mjesnog poziva) i zamolite da vas spoje s djelatnikom 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 (ΤΙS) 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 essee messi in comunicazione con un operatore addetto alle informazioni del dipartimento “Consumer Affairs Victoria” al numero 1300 55 81 81