

# Fixed term – residential tenancy agreement

All parties to this agreement should consider seeking legal advice about their rights and obligations

**Landlord:** (Landlord details must be completed even if an agent is acting for the landlord)

Insert full name/s:	
Address for service of documents (must not be agent's address):	
	Postcode:
Contact telephone number (only required if no agent is managing the property for the landlord):	

**Agent:**

Insert name of registered agent or person managing the property for the landlord:		
Address (for service of documents):		RLA:
		Postcode:
Telephone:	Mobile:	Email address for service of notice or document:

**Tenant:**

Insert full name of <b>tenant 1</b> :	
Contact telephone number:	Email address for service of notice or document:
Insert full name of <b>tenant 2</b> :	
Contact telephone number:	Email address for service of notice or document:
Insert full name of <b>tenant 3</b> :	
Contact telephone number:	Email address for service of notice or document:

**Address of premises:**

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**Term of agreement:**

Starting on: / /	Ending on: / /	Term of (e.g. 6 or 12 months)
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**Rent:**

Payment of rent will be made on:

**Bond amount:**

Weekly amount: \$	Insert day of week rent is due	weekly/fortnightly/monthly	\$
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Does the property meet minimum housing standards? (see Housing Improvement Act 2016)	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Is there a rent control notice or order on the property?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
<i>(if yes, provide details in 'Additional terms of agreement')</i>		

**Method of payment of rent:** An option to pay the rent without attending the premises must be offered to the tenant.

How/where is the rent to be paid:

**Domestic appliance requiring instruction:** Manufacturers' manuals, or written or oral instructions must be given.

List all appliances or devices provided as part of the agreement that the tenant should expect instructions for e.g. air conditioner:

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**Water use and supply:** Unless there is a specific agreement with the tenant, if the water supply is separately metered, the tenant is responsible to pay for **all water use and the water supply charge**.

Tick one box:

All water use and supply charge <input type="checkbox"/>	All water use only <input type="checkbox"/>	Supply charge only <input type="checkbox"/>	Other <input type="checkbox"/>	Insert details of other agreement:
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The tenant is not required to pay charges for water unless the landlord asks for payment within 3 months of the issue of the bill, or the tenant requested a copy of the account and the landlord failed to provide it (at no cost) within 30 days.

**Exclusions:**

List parts of the premises that are not included in this agreement. Give as much detail as possible:

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**Terms of agreement**

**1. Application of the Act and Regulations**

The Residential Tenancies Act 1995 and related regulations apply to all residential tenancy agreements in South Australia. An agreement or arrangement that is inconsistent with the Act is invalid.

**2. Maintenance of premises – landlord**

The landlord will hand over the premises in a reasonably clean condition, maintain it in a reasonable state of repair and meet all health and safety legal requirements.

**3. Maintenance of premises – tenant**

The tenant will keep the premises in a reasonably clean condition and notify the landlord of any damage or repair. The tenant must not intentionally or negligently cause or allow damage to the premises.

**4. Use of premises**

The tenant will not use or allow the premises to be used for an illegal purpose, or cause or allow a nuisance. The tenant must not cause or allow an interference with the reasonable peace, comfort or privacy of another person who lives in the immediate vicinity of the premises.

**5. Handing over possession of the premises without restrictions**

At the start of the agreement the landlord will not restrict the tenant from having full use of the premises (except for any part reserved for the landlord's own use). The landlord is not aware of anything that would prevent the tenant from living in the premises for the term of the tenancy.

**6. Tenant's right to peace comfort and privacy**

The tenant is entitled to peace comfort and privacy without interference by the landlord or other tenants of the landlord.

**7. Landlord's right of entry**

All entry must be made between 8am and 8pm on any day other than a Sunday or public holiday. The landlord may enter the premises as listed in section 72 of the *Residential Tenancies Act 1995*.

**8. Locks and security devices**

The landlord will provide and maintain locks and other devices so that the premises are reasonably secure. Neither party will alter, remove, or add a lock or security device without the consent of the other. Neither party will unreasonably withhold consent to the alteration, removal or addition of a lock or security device by and at the expense of the other.

**9. Alterations and additions**

The tenant must not, without the landlord's written consent, make an alteration or addition to the premises. The landlord 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.

**10. Removal of an alteration or addition**

The tenant may remove an item that was added with the landlord's consent, unless its removal would cause damage. If damage is caused by removing an item, the tenant must notify the landlord and, at the option of the landlord, repair the damage or compensate the landlord for the reasonable cost to repair the damage.

**11. Subletting or assignment**

The tenant has the right, with the landlord's written consent, to sublet or assign their interest of the premises to another. The landlord cannot unreasonably withhold consent but can charge reasonable expenses for giving consent.

**12. Termination at end of fixed term**

A landlord or tenant must give at least 28 days' notice to the other to end a fixed agreement at the expiry of the term. The agreement continues as a periodic tenancy if no notice is given.

**13. Termination by landlord or tenant for breach of agreement**

If a breach can be remedied, the landlord or tenant can issue a notice for the breach. The notice must be in a written form required by regulation, must detail the breach and that if the breach is not remedied within the specified period the tenancy will end.

**14. Termination for rent arrears**

If the tenant fails to pay rent, rent must be at least 14 days behind before the landlord can issue a notice of termination for the breach. The notice must be in a written form required by regulation.

**15. Termination on hardship grounds**

Either the landlord or the tenant can apply to the South Australian Civil and Administrative Tribunal (SACAT) to terminate a tenancy because the continuation of the tenancy would cause undue hardship.

**16. Termination before end of fixed term**

If the tenant moves out before the end of this agreement without the approval of the landlord they may need to pay for the costs associated with finding a new tenant, reletting the premises and loss of rent.

**17. Insurance**

If parties want to insure the property; the landlord would be responsible to insure their dwelling, fixtures and fittings. The tenant would be responsible to insure their personal belongings and furnishings.

## Additional terms of agreement

*Insert any other terms of the agreement – a term must not contradict the tenancies legislation:*

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*The landlord must give the tenant a copy of this agreement after it is signed.*

*Any variation to this agreement must be in writing and dated and signed by the landlord and tenant.*

*The landlord must keep a copy of this agreement and any variation – in paper or electronic form – for at least 2 years after the agreement ends.*

### Signature of landlord/s or agent:

	Date: / /
	Date: / /

### Signature of tenant/s: *Make sure you read all terms of this agreement before signing*

	Date: / /
	Date: / /
	Date: / /

For general tenancy information contact Consumer and Business Services on 131 882, or visit [sa.gov.au/tenancy/renters](http://sa.gov.au/tenancy/renters)

