

RESIDENTIAL TENANCY PERIODIC AGREEMENT

GOVERNMENT EMPLOYEE RESIDENTIAL PROGRAM

PART 1

THIS AGREEMENT is made pursuant to the Public Employees Housing Act, 1987 between the LANDLORD

THE MINISTER FOR TRANSPORT AND INFRASTRUCTURE whose agent is the Department of Planning, Transport and Infrastructure (DPTI), Level 1/211 Victoria Square Adelaide 5000 (GPO Box 967 Adelaide 5001) and

TENANT XXXXXXXXXXXXXXXXXXXX XXXXXXXXXXXXXXXXXXXX XXXXXXXXXXXXXXXXXXXX

PAY / ID NUMBER XXXXXXXXXXXXX

EMPLOYER XX

THE LANDLORD GIVES THE TENANT THE RIGHT TO OCCUPY THE PREMISES AT

XX XXXXXXX XXXXXX XXXX XXXXXXX

PROPERTY NO XXXX

which is a non furnished OR furnished property from the commencement date and continues until terminated in accordance with this Agreement.

.....
Enter date on which agreement is to commence

RENT

1. The rent is \$XXX.XX per fortnight and is payable fortnightly (in arrears) commencing from the occupancy date (as above).
2. When the accommodation is shared with other government employees, the rental will be equally divided amongst the tenants, immediately reverting to the total house rent on sole occupancy.
3. The rent is to be paid by deduction from the payments of salary or wages to the tenant pursuant to Section 4 of the Public Employees Housing Act 1987, and the issue of a payslip to the Tenant showing the amount of rent payment deducted and the relevant pay period shall be deemed sufficient receipt in compliance with Section 58 of the Residential Tenancies Act 1995.

TERM

The term of the agreement is **Periodic** beginning on the above commencement date and continuing until terminated in accordance with 11.1, 11.2, 11.3, 11.4, 11.5, 11.6 or 11.7 of this agreement or by order of the Residential Tenancies Tribunal.

MAINTENANCE

The tenant acknowledges that all requests for repairs and maintenance should be directed to the Government Employee Residential Program Helpdesk on e-mail CASHelpdesk@sa.gov.au or by telephoning **1800 182 032**.

It is a term of this agreement that the tenant is responsible for reporting all and any breakdown or fault in electrical equipment, smoke detectors or plumbing services in or on the property.

TENANT INITIALS.....

LANDLORD INTIALS.....

1. RESIDENTIAL TENANCIES ACT

- 1.1 The Landlord and the Tenant are legally bound to comply with the provisions of the Residential Tenancies Act 1995 and the associated Regulations. An agreement or arrangement that is inconsistent with this Act or purports to exclude, modify or restrict the operation of this Act, is (unless the inconsistency, exclusion, modification or restriction is expressly permitted under this Act) to that extent void.
- 1.2 Subject to any orders of the Tribunal under Section 1 19 of the Residential Tenancies Act, 1995 for the time being in force, the Landlord and the Tenant must comply with the provisions of that Act.
- 1.3 Particulars of the Orders of the Tribunal under Section 1 19 of the Residential Tenancies Act, 1995 in force at the date of this Agreement that modifications and exemptions apply to residential tenancy agreements entered into with public employees for the purpose of the Public Employees Housing Act, 1987 are set forth in the Special Conditions hereto.

2. RENT

- 2.1 The Landlord may at any time during the tenancy hereby created, increase or decrease the rent upon giving to the Tenant not less than 60 days' notice in writing of the proposed increase or decrease, provided that no more than two rent increases shall take effect in any one calendar year.
- 2.2 For the purpose of section 55 of the Act, and for the purposes of this Agreement, the rent payable hereunder shall be the rent fixed by or pursuant to this paragraph, without regard to the amount of any subsidy or concession available to the Tenant.
- 2.3 The rent payable under this Agreement shall accrue fortnightly and upon termination of this tenancy be apportioned accordingly and the appropriate amount shall be payable or recoverable forthwith.
- 2.4 The Tenant agrees to pay rent in full by the due date.

2.5 SALARY DEDUCTION

The Tenant acknowledges that pursuant to the Public Employees Housing Act 1987 the Landlord is entitled to have the rent or any other charges deducted from the Tenant's salary. The Tenant hereby acknowledges such entitlement of the Landlord and authorises the Landlord to deduct the rent and any subsequent variation of rent from their salary during the term of the lease.

2.6 ARREARS OF RENT

In the event that through no fault of the Tenant the rent is not deducted for any period of the term of the Lease from the Tenant's salary the Tenant hereby authorises the Landlord to deduct additional moneys from the Tenant's salary until any and all arrears of rent are paid and it is hereby agreed in any such event the Tenant shall not be regarded as in default of the rent provisions of the Agreement

3. MAINTENANCE, CLEANLINESS, DAMAGE AND REPAIRS TO THE PREMISES

- 3.1 The Landlord will hand over the premises and ancillary property in a reasonable state of cleanliness, maintain the premises in a reasonable state of repair having regard to the age, character and prospective life of the premises and abide by all legal requirements regarding the buildings and health and safety in respect of the premises.
- 3.2 The Tenant will keep the premises and ancillary property in a reasonable state of cleanliness and will notify the Landlord of any damage to the premises or any state of disrepair that arises during the tenancy. The tenant must not intentionally or negligently cause or permit damage to the premises or ancillary property.
- 3.3 The Tenant will keep the rented premises clear of rubbish, and will maintain any garden that is part of the rented premises to at least the same standard as existed at the commencement of the Agreement on an ongoing basis. All lawns at the property must be mowed and watered and kept in a neat, tidy and healthy condition with all weeds removed on an ongoing basis;
- 3.4 The Tenant will take full responsibility for any damage caused to the Landlord's property by the actions of pets, including damage to floor coverings. Any damage caused by pets must be rectified immediately at the expense of the tenant. All animal waste must be picked up and disposed of in an appropriate manner on a regular basis. Pets must not disturb the peace of any other person residing in the immediate area. The Tenant agrees to make good such damage caused, to the satisfaction of the Landlord or the Landlord's Agent;

TENANT INITIALS.....

LANDLORD INITIALS.....

- 3.5 Where carpets have been provided by the Landlord, the Tenant will assume responsibility for the cleaning of all carpets, if deemed necessary by the Landlord or Landlord's Agent upon vacating the premises.
- 3.6 The tenant acknowledges that if a dishwasher is present in the property, they are responsible for the cleaning of the unit. If the unit breaks down as a result of the unit not being cleaned, the tenant is aware that the cost of the repair may be forwarded to the tenant.

4. USE OF PREMISES

- 4.1 The Tenant will not use, allow or cause the premises to be used for any illegal purpose or cause, or allow a nuisance. The Tenant must not cause or permit an interference with the reasonable peace, comfort or privacy of another person who resides in the immediate vicinity of the premises.
- 4.2 The tenant may not remove possessions of the premises
- 4.3 The tenant will ensure that the terms of this Agreement are complied with by occupants and other persons at the premises with the Tenant's consent.

5. TENANT'S RIGHT TO QUIET ENJOYMENT

- 5.1 At the commencement of the agreement the Landlord will hand over vacant possession of the premises to the Tenant (except for any part reserved for the landlord's own use set out in this document). When handing over vacant possession the Landlord agrees that there is no legal impediment (either known or that should reasonably be known) that would prevent the Tenant from using the premises as a residence for the term of the tenancy.
- 5.2 The Landlord will not cause or allow any interference with the reasonable peace, comfort or privacy of the Tenant and will take reasonable steps to enforce this obligation upon any other Tenant of the Landlord in occupation of adjacent premises from causing or permitting interference with the reasonable peace, comfort or privacy of the Tenant.

6. LANDLORD'S RIGHT OF ENTRY

- 6.1 All entry is to be made between 8am and 8pm on any day other than a Sunday or public holiday. The Landlord may enter the premises:
 - (a) in an emergency;
 - (b) to inspect the premises, not more frequently than once every four weeks, by giving written notice seven to fourteen days before entering the premises specifying a period of up to 2 hours within which the proposed entry will occur. A 2 hour period does not apply if the premises are in a remote location or it is necessary for the Landlord or Landlord's Agent to be accompanied by a person at the inspection;
 - (c) to carry out garden maintenance, but only at a time previously arranged with the tenant no more than 7 days before the day of entry or by giving written notice 7 to 14 days before entering the premises;
 - (d) to carry out necessary maintenance or repairs after giving at least 48 hours notice;
 - (e) after giving reasonable notice to the Tenant to show the premises to prospective tenants during the last 28 days of a tenancy;
 - (f) to show the premises to prospective purchasers on not more than 2 occasions in any 7 day period after giving reasonable notice, or at a time previously arranged with the tenant;
 - (g) to determine whether a breach has been remedied after having given notice of a breach under section 80 of the Act to the Tenant and after giving written notice of no less than 7 and no more than 14 days on a prescribed form;
 - (h) for some other genuine purpose after giving written notice 7 to 14 days before entering, or with the consent of the Tenant;
 - (i) if the Landlord believes on reasonable grounds that the Tenant has abandoned the premises.

If the Tenant indicates that he or she wants to be present during the entry, the Landlord must make reasonable effort to negotiate an entry time that is convenient for the Tenant to be present, taking into account the commitments of both the Tenant and the persons entering the premises. This does not apply to entry in an emergency, to determine if a breach has been remedied, or to determine if the property has been abandoned.

TENANT INITIALS.....

LANDLORD INITIALS.....

7. LOCKS AND SECURITY DEVICES

7.1 The Landlord will provide and maintain locks and other devices that are necessary to ensure the premises are reasonably secure. Neither the Landlord nor the Tenant will alter or remove a lock or security device or add a lock or security device without the consent of the other. Neither the Landlord nor the Tenant will unreasonably withhold consent to the alteration, removal or addition of a lock or security device by, and at the expense of, the other. The Tenant agrees to give the Landlord a copy of the key or opening device or information to open any lock or security device which is altered or added, except where the Landlord agrees not to be given a copy.

8. ALTERATIONS AND ADDITIONS

- 8.1 The Tenant must not make any renovation, alteration or addition to the premises without the prior written consent of the Landlord, provided that such consent must not be unreasonably withheld;
- 8.2 Where the Landlord gives consent to a Tenant's request subject to paragraph 8.1, the Tenant must remove any fixture affixed to the premises during the tenancy, unless its removal would cause damage to the premises or the Landlord has agreed that it may remain; and
- 8.3 If a Tenant causes damage to the premises by removing a fixture, the Tenant must notify the Landlord and, at the option of the Landlord, repair the damage or compensate the Landlord for the reasonable cost of repairing the damage.

9. RATES, TAXES AND OTHER CHARGES

- 9.1 The Landlord will bear all statutory rates, taxes and charges imposed in respect of the Premises. The Landlord is to pay water rates as set out in Item 2 of the Additional Conditions of the agreement.
- 9.2 The Tenant will pay for all services to the premises to include but not limited to gas, oil, electricity and telephone costs. The Tenant will pay for water consumption as set out in Item 2 of the attached Additional Conditions.
- 9.3 The Tenant will pay for any other charges set out in the Schedule of this agreement which are payable by the Tenant under the Residential Tenancies Act 1995 or the regulations under that Act (for example excess garbage removal) and the Tenant acknowledges that the Landlord is entitled to have charges for electricity, gas, water and any repairs for which the Tenant may be liable, deducted from the Tenant's salary in the event the Tenant fails to meet payments incurred in this agreement; and
- 9.4 The Tenant will pay for the full treatment cost to eradicate fleas or other vermin found in the premises at the time of inspection for the Tenant vacating the premises.

10. SUBLETTING OR ASSIGNMENT

The Tenant has the right, with the Landlord's written approval, to sub-let the rental premises, or assign their interest to another party. The Landlord cannot unreasonably withhold consent or charge for sub-letting or assignment, except for reasonable incidental expenses in doing so.

11. TERMINATION

- 11.1 The Landlord may give notice of termination of the agreement to the Tenant upon the grounds that the Tenant has breached any term of the agreement. The notice is to be in the form prescribed by the Residential Tenancies Regulations.
 - (a) Where termination is sought by the Landlord for a breach other than non-payment of rent, such notice must be not less than seven days to allow the Tenant to remedy the breach and not less than a further seven days to give vacant possession where the breach has not been remedied within the initial seven day period.
 - (b) Where termination is sought by the Landlord on the grounds of non-payment of rent, fourteen days unpaid rent must elapse before notice is given by the Landlord. Such notice must give not less than seven days to remedy the breach. If the breach is not remedied, the Tenant must give vacant possession of the premises on the eighth day.
- 11.2 The Landlord may give the Tenant at least 60 day's notice of termination of this agreement in the form prescribed by the Residential Tenancies Regulations if:
 - (a) the Landlord requires possession of the premises for the demolition;

TENANT INITIALS.....

LANDLORD INITIALS.....

- (b) the Landlord requires possession of the premises for the purpose of carrying out repairs or renovations that cannot be carried out conveniently while the Tenant remains in possession of the premises;
 - (c) the Landlord has entered into a contract for the sale of the premises under which he is required to give vacant possession of the premises; or the Landlord requires possession of the premises for a purpose prescribed by regulation.
- 11.3 The Landlord may give the Tenant at least 90 days notice of termination of this agreement without specifying any ground for the notice. The notice must be in the form prescribed by the Residential Tenancies Regulations.
- 11.4 The Landlord may give the Tenant at least 21 days notice of termination of this agreement where
- (a) the Tenant has ceased employment with the South Australian Government or
 - (b) has been given notice of transfer by their employer or
 - (c) on the last day of the school year to a teacher employed on a 12 month contract that has not been extended.
- 11.5 The Landlord may apply to the Tribunal to terminate a residential tenancy and make an order for immediate possession of the premises if the Tenant or a person permitted on the premises with the consent of the Tenant has, intentionally or recklessly, caused or permitted, or is likely to cause or permit serious damage to the premises; or injury to the Landlord or the Landlord's Agent; or to a person in the vicinity of the premises.
- 11.6 If the Landlord breaches an agreement the Tenant may give the Landlord a written notice in the form required by regulation, specifying the breach, and giving the Landlord at least seven days to rectify the breach from that date or the tenancy will be terminated by force of the notice from a date at least seven days after the end of the period allowed to remedy the breach.
- 11.7 The Tenant may give the Landlord at least 21 days notice of termination of this agreement without specifying any ground for the notice. The notice must be in writing signed by the Tenant, must identify the premises the subject of the agreement, and must specify the day on which the Tenant will deliver up vacant possession of the premises.

12. JOINT AND SEVERALLY LIABLE

The Landlord and the Tenant agree that an Agreement undertaking representation or warranty on the part of or in favour of two (2) or more persons binds or is for the benefit of them jointly and severally.

13. INSURANCE

The Tenant is responsible to insure their personal belongings and furnishings during the term of the agreement. The Landlord is responsible for the insurance of the premises.

14. This Agreement includes such other terms and conditions as are specified in the attached Additional Conditions.

PART 2 - ADDITIONAL CONDITIONS

1. RESIDENTIAL TENANCIES ACT EXEMPTIONS

Pursuant to section 118 of the Residential Tenancies Act, the following exemptions from the provisions of the Act have been granted.

Where the Minister for Transport and Infrastructure whose agent is the Department of Planning, Transport and Infrastructure (DPTI) is the Landlord and a public employee as defined in the Public Employees Housing Act, 1987, is the Tenant:

- 1.1 Section 55 (2) (c) of the Act shall not apply with respect to the period of notice for any rent increase and with respect to any rent increase reflecting an alteration in concessional entitlement, provided that, other than with respect to alterations to concessional entitlements, increases shall take effect no more than twice in any one calendar year and operate generally to all housing subject to the scheme.

TENANT INITIALS.....

LANDLORD INITIALS.....

- 1.2 Section 58 of the Act shall not apply, provided that rent is payable in arrears and the amount of rent paid and the pay period is recorded on a pay-slip provided to the Tenant.
- 1.3 Section 83 is modified so that the period of notice that is required to be given is not less than 21 days in the following circumstances:
 - (a) that the Tenant has ceased to be a public employee; or
 - (b) in the case of a tenant who is employed on a temporary basis as a teacher, within the meaning of the Education Act 1972, pursuant to a contract of a term not less than 11 calendar months and not exceeding 12 calendar months, when notice is given on or after the last day of the last term of the school year, as determined, from time to time, by the Minister for Education pursuant to Regulation 65 of the Education regulations 1997; and
 - (c) that the Tenant has been transferred in his employment to another location in the State.
- 1.4 Regulation 210, Section 7(1) of the Act shall not apply insofar as the Landlord is required to complete an inspection sheet before the commencement of a tenancy, provided that this exemption shall only apply to housing in remote areas and provided that the inspection sheet is completed by the Landlord at the earliest practicable opportunity.

2. WATER RATES

- 2.1 The Landlord will pay all water supply rates, charges and levies. The Landlord will also pay the cost of water consumption charges for the premises up to the amount listed below per annum. Any amount above this limit is to be borne by the Tenant and to be adjusted on a daily basis for the period of the tenancy.
 - 2.1.1 264 kl of water consumption per annum for premises situated in Oodnadatta or Marree (which areas are defined in Township Plan Numbers 831302 and 833101 respectively),
 - 2.1.2 136 kl of water consumption per annum for any other premises situated in South Australia other than in Oodnadatta or Marree.
- 2.2 The Tenant will pay the cost for all and any water consumed at the premises in excess of the allowance as set out in sections 2.1.1 and 2.1.2 of the Special Conditions of this agreement.
- 2.3 The Tenant acknowledges their responsibility to advise the Landlord or Landlords Agent **immediately** of any damage causing water leakage at the premises.

3. WAIVE OF BOND – DAMAGES DEDUCTED FROM SALARY

The Tenant acknowledges that payment of a bond has been waived for the purposes of this agreement as the cost of any damages to the house and garden which are not considered fair wear and tear can be deducted from the Tenant’s salary in accordance with Section 4 of the Public Employees Housing Act 1987.

The Tenant further acknowledges an obligation to ensure that rent is paid when due, the house and grounds are maintained in a reasonable state of cleanliness and the premises is left in an undamaged state. If the Tenant causes damage to the premises, it is the responsibility of the Tenant to ensure proper repairs are carried out prior to a final inspection. The Tenant will be liable for the cost of repairs for any damage not properly rectified and these costs will be deducted from the Tenant’s salary.

Any damages disputes will be referred to the Residential Tenancies Tribunal for resolution.

I **NAME** acknowledge that any charges for damage to this property (house and garden), at **ADDRESS (HOUSE NO.)** that are not considered fair wear and tear, and any outstanding rental payments will be deducted from my salary in accordance with Section (4) of the Public Employees Housing Act.

TENANT INITIALS.....

LANDLORD INITIALS.....

4. SMOKE ALARMS

The smoke alarms installed in the property must be maintained in working order at all times. The Tenant is requested to check the operation of the smoke detectors on a regular basis (at least six monthly) and report any faults immediately to the Landlord.

5. RESERVATIONS OF ANY PART OF THE PREMISES

The following part of the premises or property excluded from this Agreement and/or reserved for the Landlord's own use are NIL.

6. SMOKING

The tenant acknowledges that smoking is not permitted inside the premises. All/any cigarette butts must be properly disposed of and not left at the premises. No cigarette butts are to be left in either the gardens or lawn areas of the property.

7. DIGITAL TELEVISION

The tenant acknowledges where VAST Digital Television has been installed at the property the tenant is responsible for all equipment including the decoder box, smart card, remote control and satellite dish being present at the end of the tenancy. If not present the tenant will be responsible for the replacement of these items at the tenant's expense.

8. INSPECTION SHEETS

The Tenant is responsible for returning to the Landlord's Agent the completed Inspection Sheet required by the Regulations under the Residential Tenancies Act within fourteen (14) days of the commencement of the agreement, together with details of any disputed item on that Inspection Sheet.

TENANT INITIALS.....

LANDLORD INITIALS.....

9. EXECUTION PAGE

EXECUTED AS AN AGREEMENT

DATED THIS DAY OF 20.....

The tenant acknowledges receipt of:

- | | | | |
|--------------------------|---------------------------------|--------------------------|---|
| <input type="checkbox"/> | Section 48 Notice | <input type="checkbox"/> | 1 x Set house keys |
| <input type="checkbox"/> | A copy of this Agreement | <input type="checkbox"/> | Information Brochure |
| <input type="checkbox"/> | Property Condition Report x 2 | <input type="checkbox"/> | Additional Conditions Annexure |
| <input type="checkbox"/> | Strata Articles (if applicable) | <input type="checkbox"/> | Manufacturer's Manuals
<small>(to be individually listed and signed for if applicable)</small> |

I **NAME** acknowledge that I have been given the opportunity to read this lease document in full before signing. I agree to the terms as specified in the terms and conditions (Part 1) and special conditions (Part 2).

SIGNED by the TENANT

.....
TENANT NAME

In the presence of

.....
Witness Name:

SIGNED for and on behalf of the LANDLORD BY

.....
Print Name:

in the presence of:

.....
Witness Name:

TENANT INITIALS.....

LANDLORD INITIALS.....