Office Rental Agreement

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

# Part A – Basic terms

This agreement is between the office rental provider (rental provider) and the renter(s) 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 | Kyeema Support Services |
| Company name |

|  |
| --- |
| 28 553 192 702 |

 ABN

|  |  |  |  |
| --- | --- | --- | --- |
| Address  | 50 Lalor St, Portland | Postcode | 3305 |

|  |  |
| --- | --- |
|  Phone number  | 5523 5999 |

|  |  |
| --- | --- |
| Email address | finance@kyeema.com.au |

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 |  |

5 Length of the agreement

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

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

|  |  |  |
| --- | --- | --- |
| [ ]  Periodic agreement (monthly) | Start date |  |

**Note:** A periodic (e.g. month by month) rental agreement will be formed at the end of the fixed term agreement if the renter and rental provider do not sign a new fixed term agreement and the renter stays in the property.

6 Rent

|  |  |  |  |
| --- | --- | --- | --- |
| Rent amount ($) |  |  |  |
| (payable in advance) |  |  |  |
| To be paid per | [ ]  calendar month | [ ]  quarter |  |

|  |
| --- |
|  |

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

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

Part B – Standard terms

7 Rental provider’s preferred method of rent payment

* The rental provider must permit a fee-free method (other than the renter’s own bank fees) payment 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  |
| Payment details (if applicable) |
|  |

8 Service of notices and other documents by electronic methods

 8.1 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 |  |

 8.2 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 |  |

Part C – Rights and obligations

## 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.

## Modifications

### The renter:

* must seek the rental provider’s consent before installing any other fixtures or additions.

## Repairs

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

## Rent

* The rental provider must give the renter at least 30 days’ written notice of a proposed rent increase.

Part D – Additional terms

9 Further details (if any)

|  |
| --- |
|  |

10 Signatures

 Rental provider

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

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

 Renter(s)

All renters listed must sign this residential rental agreement.

|  |  |
| --- | --- |
| Signature of renter |  |

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