

# Periodic – residential tenancy agreement

## Residential Tenancies Act 1995

A residential tenancy agreement is formed when a landlord/agent gives a tenant the right to occupy premises in return for payment. Agreements for boarders, lodgers, rooming house residents and single room tenancies may not be regulated under the *Residential Tenancies Act 1995*. Parties to this agreement should consider seeking independent legal advice about their status, 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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**Commencement of agreement:**

Start date:
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**Bond amount:**

\$
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**Rent:**

Payment of rent will be made on:

Weekly amount: \$	Insert day of week rent is due	of each week/fortnight/month
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Does the property meet minimum housing standards? (See *Housing Improvement Act 2016*) Yes  No

Is there a rent control notice or order on the property? Yes  No   
(if yes, provide details in 'Additional terms of agreement')

**Method of payment of rent:** *An electronic option to pay the rent without fees attached 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:

**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 if based on the level of consumption.*

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:
The tenant is not required to pay charges for water unless the landlord provides the invoice (at no cost) within 30 days of it being issued. The tenant is not required to pay the sewerage charge.				

### Exclusions:

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

Note the terms of the agreement below, followed by the signature panel on Page 5.

### 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*. Routine inspections are limited to 4 per year, unless otherwise ordered by the South Australian Civil and Administrative Tribunal (SACAT).

**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, unless the provisions in the *Residential Tenancies Act 1995* relating to protected persons and associated circumstances of domestic abuse or personal safety apply. 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. However, the landlord must 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, that is minor, or that is necessary for a tenant with a disability or mobility needs that does not significantly affect the structure of the premises. Any associated costs with the alteration or addition is borne by the tenant, and the premises must be returned to its former state at the end of the tenancy.

**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 incurred because of the assignment or subletting of premises.

**12. 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.

**13. 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.

**14. Termination by landlord – landlord requires possession**

The landlord can terminate the agreement by giving at least 60 days' notice in the written form required by regulation if:

- possession is required for demolition;
- possession is required to carry out repairs or renovations that can't be done with reasonable convenience while the tenant remains in the premises;
- possession is required for personal occupation or occupation by the landlord's spouse, child, parent, or the spouse of a child or parent;
- a contract for sale of the premises has been entered into under which the landlord needs to give vacant possession to the new owner.

**15. Termination by landlord – specific reason**

The landlord can terminate by giving at least 90 days' notice in the written form required by regulation if:

- the occupant risked life or safety of the landlord/agent or someone living in vicinity
- the occupant threatened or intimidated the landlord/agent, their employee or a contractor
- the tenant kept a pet without authorisation
- the tenant provided false, misleading or deceptive information when entering into a residential tenancy agreement
- the tenant is no longer eligible for the landlord's requirements as a charitable organisation, or National Rental Affordability Scheme (NRAS) provider
- the tenant no longer meets the landlord's criteria that it's a student of an educational institution or an employee of the landlord.

**16. Termination by landlord – drug contamination**

- The landlord can terminate a tenancy by giving notice in the written form required by regulation if they are aware that the tenant/another person has engaged in drug related conduct on the premises/ancillary property, and testing indicates the contamination has resulted from that drug related conduct.

**17. Terminations by application to SACAT**

- Either the landlord or the tenant can apply to SACAT to terminate a tenancy because the continuation of the tenancy would cause undue hardship. There may be other reasons to apply to SACAT for the termination of a tenancy, such as serious breaches, damage, unacceptable conduct, injury, domestic abuse, illegal conduct, nuisances or a failure to pay rent. SACAT may also declare a termination invalid if satisfied a notice of termination by the landlord was a retaliatory termination.

**18. Termination by tenant – no specific reason**

The tenant can terminate the agreement by giving at least 21 days, or a period equivalent to a single tenancy period (whichever is longer) notice without specifying any reason for the notice. The notice must be given in the written form required by regulation.

**19. Termination by tenant – immediately**

The tenant can give notice of immediate termination if, other than as a result of a breach of an agreement, the premises or a substantial portion of the premises have been:

- destroyed or rendered uninhabitable; or
- ceased to be lawfully unusable for residential purposes; or
- have been acquired by compulsory process.

**20. Termination by tenant by giving 7 days notice for the following reasons (using required written form in the regulations):**

- If the landlord breaches a provision of the residential tenancy agreement and has, on 2 previous occasions within the last 12 months, breached the same provision;
- If the premises do not comply with the minimum housing standards under the *Housing Improvement Act 2016*;
- If the premises are destroyed or unsafe;
- If the tenant requires aged, palliative or special care (as defined in the regulations);
- If the tenant has been offered and accepted accommodation by the South Australian Housing Trust or a registered community housing provider;
- If the tenant requires temporary crisis accommodation (as defined in the regulations);
- If the tenant/domestic associate of the tenant requires protection and are in a circumstance of domestic abuse as prescribed by the regulations (with the required evidence).

**21. 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:*

*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 two 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:
*I/we have received a printed copy of the Tenant Information Guide which outlines my rights and obligations	Yes                      No

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