Residential Tenancy contract template for Australia

Note: The following is a generic template clause and should be adjusted according to the specific state/territory regulations (e.g. NSW, VIC, QLDB, WA, etc.) and specific facts. Please consult a lawyer or professional before use.

1. Houses and the parties

Party A (the landlord) and Party B (the tenant) hereby enter into this contract. Party A is the lawful owner/lessor of the property located at \_\_\_\_\_\_\_\_. If the property is co-owned or shared, the appendix shall specify the information of each co-tenant and the allocation of shared facilities.

2. Lease term

Lease from \_\_\_\_ year \_\_ month \_\_ to \_\_\_\_ year \_\_ month \_\_ (fixed term), or automatically renewed on a periodic basis starting from \_\_\_\_ (periodic). Any changes must be agreed in writing.

3. Rent and payment

The rent is AUD \_\_\_\_\_\_, paid frequency (weekly/monthly)\_\_\_\_\_\_\_, payment method (bank transfer/direct debit/cash), overdue payment will incur daily/weekly interest and late fee, the specific amount: \_\_\_\_\_\_.

4. Bond (security deposit)

The deposit amount is AUD \_\_\_\_\_\_, which is registered in accordance with local housing rental regulations (such as the NSW Rental Bond Board). If there is no damage or outstanding fees upon lease termination, the deposit will be refunded according to regulations and accompanied by a settlement statement.

5. Water, electricity and gas and cost-sharing

All bills (electricity, water, gas, Internet, garbage disposal) shall be borne by both parties as agreed. If not agreed, they shall be apportioned according to actual use or per head/area. Any unpaid fees may be deducted from the deposit by Party A.

6. Maintenance and upkeep

Party A shall be responsible for the maintenance and major maintenance of the structure and main equipment of the premises; Party B shall be responsible for the daily cleaning and the maintenance costs caused by improper use. In case of emergency maintenance, party A shall notify in time and keep the documents.

7. Right of access to the premises (access by the landlord)

Party A shall comply with local regulations, give reasonable advance notice (generally 24-48 hours, except in emergency situations) and enter the premises only for reasonable purposes such as inspection, maintenance or display.

8. Subletting, visitors and pets

Without the written consent of Party A, Party B shall not sublease or permit third parties to occupy the premises long-term. If a visitor stays beyond \_\_\_\_\_\_ days, Party B must notify Party A in advance. Regarding pets, specific terms shall be stipulated in this contract and may require an additional deposit.

9. Safety and insurance

Party B shall properly use safety facilities such as smoke alarm and door lock. Party A suggests to purchase building insurance for the house, and Party B may purchase personal property insurance by himself. Both parties shall cooperate with each other in communication regarding insurance claims settlement.

10. Early termination and breach handling

If either party terminates the contract in advance, it shall give a written notice in advance (e.g. 14/21/30 days) in accordance with the contract or local laws. The breaching party shall compensate the other party for the actual losses and bear the liquidated damages stipulated in the contract.

11. Check-out and handover

At the time of check-out, both parties shall make an inventory and form a handover list, and settle all the expenses. If Party A returns the deposit within the legal period, the deposit shall be returned and the details of deduction shall be listed.

12. Dispute resolution and applicable law

This contract shall be governed by the laws of Australia and the states/territories listed in this contract. In case of any dispute, both parties shall first negotiate. If no agreement can be reached through negotiation, the dispute shall be submitted to the state leasing arbitration agency or court for settlement.

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