

PRIVATE RENTAL AGREEMENT – VICTORIA

Property Address: _____ Commencement Date: _____

Landlord Details:

Full Name(s): _____

Address for Notices: _____

Contact Number(s): _____

Email Address: _____

Tenant Details:

Full Name(s): _____

Current Address: _____

Contact Number(s): _____

Email Address: _____

Rental Details:

Rent Amount (AUD): _____

Payment Frequency (e.g., weekly, fortnightly): _____

Bond Amount (AUD): _____

Payment Method: _____

Clause 1 – Premises

The Landlord agrees to rent to the Tenant the residential premises described above, together with any included fixtures, fittings, and chattels, subject to the terms and conditions of this Agreement.

Clause 2 – Term

This Agreement commences on the Commencement Date and will continue as a periodic tenancy or fixed term as specified by the parties, subject to termination in accordance with this Agreement and the Residential Tenancies Act 1997 (Victoria).

Clause 3 – Rent

The Tenant agrees to pay the rent amount as specified, in advance and without deduction, by the agreed payment frequency and method. Rent must be paid on or before the due date.

Clause 4 – Bond

The Tenant shall pay the Bond amount specified as security against breach of this Agreement or damage to the premises. The Bond will be lodged with the Residential Tenancies Bond Authority (RTBA) as required by law.

Clause 5 – Use of Premises

The Tenant agrees to use the premises only as a private residence and not for any illegal or commercial purposes. The Tenant must not cause nuisance or interfere unreasonably with neighbours.

Clause 6 – Repairs and Maintenance

The Landlord shall maintain the premises in a reasonable state of repair and comply with all health and safety laws. The

Tenant must keep the premises clean and notify the Landlord promptly of any damage or required repairs.

Clause 7 – Access

The Landlord or agents may enter the premises for inspection, repairs, or other lawful purposes by giving proper notice as required by law and at reasonable times.

Clause 8 – Utilities and Outgoings

The Tenant is responsible for payment of all utilities and services consumed at the premises unless otherwise agreed in writing.

Clause 9 – Alterations and Decorations

The Tenant must not make alterations, additions, or decorations to the premises without prior written consent of the Landlord.

Clause 10 – Assignment and Subletting

The Tenant must not assign this Agreement or sublet the premises without the Landlord's prior written consent.

Clause 11 – Termination

Termination of this Agreement must be in accordance with the Residential Tenancies Act 1997 (Victoria), including proper notice requirements and grounds for termination.

Clause 12 – Condition Report

A condition report will be completed at the start and end of the tenancy to document the state of the premises. Both parties must sign the report.

Clause 13 – Entry Condition and Cleanliness

The Tenant agrees to keep the premises reasonably clean and return the premises in a similar condition at the end of the tenancy, fair wear and tear excepted.

Clause 14 – Legal Compliance

Both parties agree to comply with all relevant laws, including anti-discrimination, privacy, and tenancy legislation applicable in Victoria.

Clause 15 – Dispute Resolution

In the event of a dispute, parties agree to seek resolution through negotiation, mediation, or the Victorian Civil and Administrative Tribunal (VCAT) as appropriate.

Clause 16 – Privacy

The Landlord will collect and use the Tenant's personal information solely for the purposes of this Agreement, in accordance with privacy legislation.

Clause 17 – Additional Terms

Additional terms and special conditions agreed by both parties may be included in writing and attached to this Agreement as an annexure.

Clause 18 – Entire Agreement

This document constitutes the entire Agreement between the parties and supersedes all prior negotiations or understandings.

Clause 19 – Severability

If any clause of this Agreement is held invalid or unenforceable, the remainder of the Agreement remains in full force and effect.

Clause 20 – Signatures

This Agreement may be executed in counterparts and is binding on the parties once signed. Electronic signatures are accepted where legally permissible.

LANDLORD'S SIGNATURE

TENANT'S SIGNATURE

Signature: _____

Signature: _____

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