

**SCHEDULE 1 – STANDARD FORM**

**Standard Form Residential Tenancy Agreement as prescribed by section 19 of the *Residential Tenancies Act 1999* (NT) (“The Act”) and clause 10 of the Residential Tenancies Regulation 2000 (NT)**

This agreement is made between	
<b>Landlord 1</b> (Insert name of Landlord (s))	
Name	
Organisation Name	
<b>Landlord 2</b> (Insert name of Landlord(s))	
Name	
Organisation name	
<b>Landlord 3</b> (Insert name of Landlord(s))	
Name	
Organisation Name	
and	
<b>Tenant 1</b> (Insert name of tenant(s))	
Name	DEFENCE HOUSING AUSTRALIA ABN 72 968 504 934
Organisation Name	
<b>Term of Agreement</b>	
For a fixed term starting on:	Date: _____
and ending on:	Date: _____
Note: The start date for the agreement should not be a date prior to the date on which the tenant is entitled to enter into occupation of the premises.	

**Giving of Notices and Information by Electronic Means**

Indicate below for each of the following persons whether the person agrees to notices and information being given by email or text under the *Electronic Transactions (Northern Territory ) Act 2011*

<b>Landlord 1</b>		Email: Yes
<b>Landlord 2</b>		Email: Yes
<b>Landlord 3</b>		Email: Yes

<b>Tenant 1</b>	<a href="mailto:Leasing@dha.gov.au">Leasing@dha.gov.au</a>	Email: Yes
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**Residential Premises**

The residential premises are

Address 1					
Address 2					
Suburb		State		Postcode	

~~Postal Address (if different from above)~~

<del>Post Box</del>		<del>Town/City</del>		<del>Postcode</del>	
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~~Address 1~~

~~Address 2~~

**The residential premises include/exclude\***

(\*delete as appropriate – include any additional matters, such as parking space or furniture provided, or any exclusion, such as sheds)

<b>Maximum Number of Occupants</b>		
No more than		persons may ordinarily live at the premises at any one time.
The rent is	\$	per week, payable monthly in advance
starting on	Date: _____	
The method by which the rent must be paid: (strikeout where applicable) <del>(a) by cash or cheque; or</del> <del>(b) into the following account, or any other account nominated by the Landlord:</del>		
<del>BSB number:</del>	<del>account number:</del>	
<del>account name:</del>	<del>payment reference:</del>	
or		
(c) as follows:		
in accordance with clause 4.2 and clause 4.3 of the Additional Terms in Schedule 2		
<b>Rent Increase</b>		
Without limiting the landlord or tenants' rights under the General Tenancy Agreement, the rent review will be in accordance with clause 5 Rent Review in the additional terms.		
Any rent increase will be no earlier than 6 months after the commencement of this Agreement and the date of the last increase. The Landlord must give at least 30 days' notice of the increase.		
In the case of a fixed term tenancy the rent increase will be:		
(Insert maximum increase or method of calculating increase, e.g. CPI or percentage)		

### Strata By-Laws

Strata by-laws ARE / ARE NOT\* (\*delete as appropriate) applicable to the residential premises

A copy of the by-laws are attached:  Yes  No  N/A

### Pets

The pets listed below can be kept at the premises:

The type and number of domestic pets allowed in accordance with local government requirements and strata by-laws (if relevant)

### Right of Tenant to Affix and Remove Fixtures (\*delete as appropriate)

~~\*The Tenant must not affix any fixture or make any renovation, alteration or addition to the premises.~~

\*The Tenant may only affix any fixture or make any renovation, alteration or addition to the premises with the Landlord's written permission

### Property Condition Reports (\*delete as appropriate)

\*A Property Condition Report has been completed in accordance with the *Residential Tenancy Act 1999* (NT).

~~\*The Landlord and tenant have not completed a Property Condition Report~~

### Standard Terms

#### 1. Compliance with *Residential Tenancies Act 1999* (NT)

The landlord and the tenant must comply with the provisions of the *Residential Tenancies Act 1999* (NT).

#### 2. Period of tenancy and payment of rent

- (1) Subject to the *Residential Tenancies Act 1999* (NT), the tenancy to which this agreement relates is:
  - (a) if the landlord and the tenant agreed to a tenancy for a fixed term – a tenancy for the term agreed to; or
  - (b) if the landlord and the tenant intended that the tenancy be other than for a fixed term – a periodic tenancy.

(2) The tenant must pay, before each rental payment period in respect of the premises to which this agreement relates, the amount of rent, if any, agreed at the beginning of the tenancy between the landlord and the tenant to be payable in respect of the rental payment period.

(3) The tenant must pay the rent, if any, in the manner, and at the place, agreed between the landlord and the tenant.

### **3. Vacant possession etc.**

(1) The tenant is entitled to vacant possession of the premises on and from the day the tenancy begins.

(2) Subclause (1) does not apply in relation to a part of the premises in respect of which a right to exclusive possession is not given under this agreement.

(3) There is no legal impediment to the tenant's occupation of the premises as a place of residence for the period of the tenancy that the landlord knew of, or ought to have known of, when entering this agreement.

### **4. Quiet enjoyment**

(1) The tenant is entitled to quiet enjoyment of the premises without interruption by the landlord or a person claiming under the landlord or with superior title to the landlord's title.

(2) The landlord will not cause an interference with the reasonable peace or privacy of the tenant in the tenant's use of the premises.

### **5. Entry only permitted in accordance with *Residential Tenancies Act 1999 (NT)***

The landlord may only enter the premises or ancillary property in accordance with the provisions of the *Residential Tenancies Act 1999 (NT)*.

### **6. Landlord's duties in relation to condition of premises**

The landlord must ensure that the premises and ancillary property:

- (a) are habitable;
- (b) meet all health and safety requirements specified under an Act that apply to residential premises of the ancillary property; and
- (c) are reasonably clean when the tenant enters into occupation of the premises.

### **7. Tenant's duties in relation to condition of premises**

(1) The tenant will not maintain the premises and ancillary property in an unreasonably dirty condition, allowing for reasonable wear and tear.

(2) The tenant must notify the landlord of any damage or apparent potential damage to the premises or ancillary property, other than damage of a negligible kind.

(3) The tenant must not intentionally or negligently cause or permit damage to the premises or ancillary property.

(4) If the premises are a unit within the meaning of the *Unit Titles Act 1975* or *Unit Title Schemes Act 2009*, the tenant must not intentionally or negligently cause or permit damage to the common property within the meaning of that Act.

## **8. Alteration of premises or ancillary property**

- (1) The tenant must not, without the landlord's written consent or otherwise than in accordance with the *Residential Tenancies Act 1999* (NT), make an alteration or addition to the premises or ancillary property.
- (2) The tenant may remove a fixture affixed to the premises by the tenant unless its removal would cause damage to the premises or ancillary property.
- (3) If the tenant causes damage to the premises or ancillary property by removing or installing a fixture, the tenant must:
  - (a) notify the landlord; and
  - (b) at the option of the landlord, have the damage repaired or compensate the landlord for the reasonable cost of repairing the damage.

## **9. Landlord's obligation to repair**

- (1) Subject to the provisions of Part 7 of the *Residential Tenancies Act 1999* (NT), the landlord must ensure that the premises and ancillary property are in a reasonable state of repair when the tenant enters into occupation of the premises.
- (2) Subject to the provisions of Part 7 of the *Residential Tenancies Act 1999* (NT), the landlord must maintain the premises and ancillary property in a reasonable state of repair, having regard to their age, character and prospective life.

## **10. Tenant to notify landlord if repairs required**

- (1) Subject to the provisions of Part 7 of the *Residential Tenancies Act 1999* (NT), if the premises or ancillary property require repair or maintenance, other than repair or maintenance of a negligible kind, the tenant is, as soon as reasonably practicable after becoming aware of the need for the repairs or maintenance, to notify the landlord orally or in writing of the requirement.
- (2) For the purposes of subclause (1), "ancillary property" includes gardening or watering equipment or other chattels provided in relation to a garden but does not include vegetation, other than a tree that poses a risk to a person's safety.

## **11. Tenant's responsibilities at end of tenancy**

At the end of the tenancy, the tenant must give the premises and ancillary property back to the landlord:

- (a) in a reasonable state of repair; and
- (b) in a reasonably clean condition,  
allowing for reasonable wear and tear.

## **12. Landlord's duties in relation to security of premises**

- (1) The landlord will take reasonable steps to provide and maintain the locks and other security devices that are necessary to ensure the premises and ancillary property are reasonably secure.
- (2) The landlord must not:
  - (a) alter or remove a lock or security device on the premises or ancillary property; or

(b) add a lock or security device to the premises or ancillary property,  
without the consent of the tenant.

(3) If the landlord:

(a) alters a lock or security device on the premises or ancillary property; or

(b) adds a lock or security device to the premises or ancillary property,

without the consent of the tenant, the landlord will provide to the tenant a key to the lock or security device as soon as practicable after the alteration or the addition, unless the tenant consents to the landlord doing otherwise.

### **13. Tenant's duties in relation to security of premises**

(1) The tenant will not, without reasonable excuse:

(a) alter or remove a lock or security device on the premises or ancillary property; or

(b) add a lock or security device to the premises or ancillary property,

without the consent of the landlord.

(2) If the tenant:

(a) alters a lock or security device on the premises or ancillary property; or

(b) adds a lock or security device to the premises or ancillary property,

without the consent of the landlord, the tenant will provide a key to the lock or security device as soon as practicable after the alteration or the addition, unless the landlord consents to the tenant doing otherwise.

### **14. Tenant to notify if premises to be vacant for more than 30 days**

The tenant must notify the landlord before the premises are left unoccupied for more than 30 days.

### **15. Use of premises and ancillary property**

(1) The tenant must not use the premises or ancillary property, or cause the premises or ancillary property to be used, for an illegal purpose.

(2) The tenant must not cause or permit a nuisance on the premises, ancillary property or on land adjacent to or opposite the premises.

(3) The tenant must not cause or permit ongoing or repeated interference with the reasonable peace or privacy of another person in the other person's use of premises or land in the immediate vicinity of the premises.

### **16. Assignment or subletting of premises**

(1) Subject to the provisions of Part 7 of the *Residential Tenancies Act 1999* (NT), the tenant may assign the tenant's interest in this agreement or sublet the premises to a person with the oral or written consent of the person.

(2) The tenant must not assign the tenant's interest in this agreement or sublet the premises unless:

- (a) the landlord gives his or her written consent; or
  - (b) the landlord is to be taken under section 79 of the *Residential Tenancies Act 1999* (NT) to have consented to the assignment
- (3) This clause does not apply to a tenancy under the *Housing Act 1982*.

**17. Vicarious liability of tenant**

If a person (other than a co-tenant) who, while on the premises with the consent of the tenant, performs or omits to perform an act that, if it had been an act or omission of the tenant, would have been a breach of this agreement, the tenant is responsible under this agreement for the act or omission for the purposes of the Act.

**18. Tenant not to give false information**

The tenant must not give the landlord:

- (a) information about the tenant's identity that is material to the landlord's decision to enter into this agreement and that is, to the knowledge of the tenant, false; or
- (b) any other information, required by or under the Act to be given in relation to this agreement, that is, to the knowledge of the tenant, false.

**19. Governing Law**

This Agreement is governed by the laws of the Northern Territory. Each party submits to the jurisdiction of courts exercising jurisdiction in the Northern Territory in connection with all matters concerning this Agreement.



## SCHEDULE 2 – ADDITIONAL TERMS

### 1. ACKNOWLEDGEMENTS

#### 1.1. Lease terms

The parties acknowledge and agree that this agreement comprises the Lease Form, the Standard Form, these Additional Terms and any other schedules or attachments to this agreement.

#### 1.2. Landlord's acknowledgements

The landlord acknowledges and agrees that:

- a. it relies on its own independent legal, financial, taxation and other advice before entering into this agreement;
- b. it will comply with any notice, reporting or other requirements under the *Residential Tenancies Act 1999* (NT) and the *Residential Tenancies Regulations 2000* (NT); and
- c. there is no bond payable by the tenant to the landlord.

### 2. EXTENSION OF TERM

#### 2.1. The tenant's right to extend the Term

Without limiting the General Tenancy Agreement, and in addition to the rights and obligations of the landlord and tenant under the General Tenancy Agreement, the tenant may, by written notice to the landlord, exercise one of the following rights once:

- a. extend the Term by a period of \_\_\_\_\_ ; by exercising one of the following rights where applicable:
  - extend the Term by a period of 3 years;
  - extend the Term by a period of 24 months;
  - extend the Term by a period of 18 months;
  - extend the Term by a period of 12 months;
  - extend the Term by a period of 6 months; and
- b. extend the Term by up to 12 months.

#### 2.2. Notice of extension of Term

A notice under this clause must:

- a. be given at least 3 months before the date, which but for that extension, would have been the Terminating Date of this agreement;
- b. specify which sub-clause of clause 2.1 of these Additional Terms is invoked;
- c. specify the period by which the Term is to be extended; and
- d. specify the new Terminating Date.

#### 2.3. Effect of giving notice

After giving the notice pursuant to this clause 2 of these Additional Terms, the Terminating Date is extended accordingly even if such extension is not registered.

### 3. RENT

#### 3.1. Payment of Rent

- a. The tenant will pay the Rent by electronic funds transfer at the direction of the landlord. The landlord must make adequate arrangements to enable payment by this method.
- b. The tenant elects to pay Rent (other than the first and last payments) monthly in advance on the first day of each calendar month. The tenant elects to pay the Rent monthly in advance although it may have no obligation to do so under the *Residential Tenancies Act 1999* (NT).
- c. The first Rent payment, which includes a partial Rent payment in arrears and the first full month Rent payment in advance, will be paid:

- (i) where the Commencing Date is before the twenty-third day of the month, on the first day of the following month; or
- (ii) where the Commencing Date is on or after the twenty-third day of the month, within 7 Business Days of the first day of the following month.

d. The last Rent payment is payable in arrears.

**3.2. Calculation of Rent**

- a. The Rent accrues from day to day.
- b. The monthly payment is calculated as follows:

$$\text{monthly Rent} = \text{weekly Rent} \times 4.3482$$

- c. If the first or last Rent payment is for a period of less than a full calendar month, the Rent for the broken Rent period is calculated on a daily basis as follows:

$$\text{daily Rent} = \text{weekly Rent} \times 0.1429$$

**4. DIRECTION FOR RENT PAYMENT**

**4.1. Acknowledgement**

The parties acknowledge and agree that any direction under this clause 4 regarding payment of the Rent by the tenant is not intended to reduce or offset the amount of Rent payable by the tenant to the landlord under this agreement.

**4.2. Direction to pay**

The landlord directs the tenant to make payment of the Rent in the following manner:

**Payment direct to Landlord** – \_\_\_\_\_ % of the Rent direct to the landlord in the account nominated by the landlord.

**Payment direct to Property Care Provider** - \_\_\_\_\_ % of the Rent direct to the Property Care Provider in the account nominated by the Property Care Provider.

**4.3. New directions to pay from time to time**

- a. Subject to clause 4.3(c), The parties agree that the landlord may, from time to time, by notice in writing to the tenant, issue a new direction for Rent payment under clause 4.2 of these Additional Terms, and the tenant will comply with that new direction from the date of receipt.
- b. If a new direction for Rent payment under clause 4.3.a of these Additional Terms is expressed as only having effect for a particular month, the tenant will revert to paying the Rent in accordance with clause 4.2 of these Additional Terms for subsequent months (after giving effect to the direction for the relevant month).
- c. Any new direction for Rent payment issued under clause 4.3(a) must only involve an increase in the percentage of the Rent payable directly to the Property Care Provider under clause 4.2 and must not involve a decrease in that percentage.

**5. RENT REVIEW**

**5.1. Review dates and method of Rent review**

The Rent will be reviewed and assessed as follows:

Review Date	Method of review
<p><b><u>First Review Date:</u></b> 31 December of the year in which this Agreement commences, or if the Commencement Date is later than 30 September in that year, then 31 December in the following year.</p>	<p>The landlord must notify the tenant in writing of the Landlord’s Assessment at least 30 days before the First Review Date.</p> <p>Unless clause 5.4 of these Additional Terms applies, the new Rent payable from the First Review Date is the New Rent Amount stated in the Landlord’s Assessment.</p>

<p><b><u>Second and subsequent Review Dates:</u></b> Every 31 December for the Term</p>	<p>By using the same Rent Review process as for the First Review Date in the row above, except that references to "First Review Date" will be read as references to the second or subsequent Review Dates (as appropriate).</p>
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## 5.2. When and how Rent will be reviewed

- a. The Rent will be reviewed by the landlord as at each relevant Review Date, in the manner shown in the table in clause 5.1 of these Additional Terms.
- b. Nothing in this clause 5 of these Additional Terms derogates from the landlord's obligations under the *Residential Tenancies Act 1999* (NT).

## 5.3. Date from which new Rent applies

Subject to clause 5.4, if the Rent review:

- a. is completed by the relevant Review Date, then, subject to the terms of this agreement, the new Rent takes effect on the relevant Review Date; or
- b. is not completed by the relevant Review Date:
  - (i) the tenant must continue to pay Rent at the rate applicable for the previous period until the Rent review process has been completed and the Landlord's Assessment has been issued; and
  - (ii) once the new Rent is assessed and with effect from the relevant Review Date:
    - A. the tenant must pay the landlord the amount of any underpayment within 10 Business Days of such assessment; or
    - B. the landlord must refund to the tenant the amount of any overpayment within 10 Business Days of demand by the tenant,

and the tenant elects to pay an increase in Rent with effect from the relevant Review Date even if the Landlord gives notice of the Rent increase after the time required by the *Residential Tenancies Act 1999* (NT).

## 5.4. Dispute between parties about Landlord's Assessment

- a. If either party objects to the New Rent Amount stated in the Landlord's Assessment, or if the Landlord does not issue a Landlord's Assessment within a reasonable period of time after the relevant Review Date, the objecting party must notify the other party in writing and with effect from the relevant Review Date:
  - (i) no later than 20 Business Days after the date of service of the Landlord's Assessment; or
  - (ii) within a reasonable period of time after the relevant Review Date if no Landlord's Assessment has been received.
- b. The parties agree that they will refer all disputes in relation to the Landlord's Assessment or the Landlord's failure to issue a Landlord's Assessment (**Lease Rent Review Dispute**) to dispute resolution under this clause 5.4.
- c. In the event of any Lease Rent Review Dispute, the disputing party may request in writing the Chair of the Australian Property Institute or the Australian Valuation Institute of the Northern Territory to appoint a valuer who is a certified practising and registered valuer with the Australian Property Institute or the Australian Valuation Institute (as relevant) in the Northern Territory (the **Chair's Valuer**) to determine the new current market Rent for the Premises, and in that case:
  - (i) in making its determination, the Chair's Valuer must apply the valuation criteria set out in the Landlord's Valuation Guide;
  - (ii) the costs of the Chair's Valuer must be met by the landlord and tenant equally; and
  - (iii) any determination of the new Rent by the Chair's Valuer will be conclusive and binding on the parties.

- d. Once a Lease Rent Review Dispute has been concluded, having regard to the new Rent then being paid by the tenant and the amount determined by the Chair's Valuer as being the new Rent:
  - (i) the tenant must pay the landlord the amount of any underpayment (calculated from the previous Review Date) within 10 Business Days of such determination; or
  - (ii) the landlord must refund to the tenant (calculated from the previous Review Date) the amount of any overpayment within 10 Business Days of demand by the tenant.
- e. The landlord is not precluded from objecting to the Rent and initiating a Lease Rent Review Dispute on the basis that the landlord served the Landlord's Assessment.
- f. If the valuer fails to decide the new Rent within 10 Business Days after its appointment, the parties may agree to appoint (or either party may request the appointment of) a further valuer under clause 5.4(c).

## **6. PAYMENT OF COUNCIL RATES, LAND TAX, WATER AND OTHER CHARGES**

### **6.1. Payment by the landlord**

The landlord must pay:

- a. rates, taxes or charges payable under any law (other than charges payable by the tenant under this agreement), and
- b. the installation costs and charges for initial connection to the residential premises of an electricity, water, gas, bottled gas or oil supply service, and
- c. all charges for the supply of electricity, non-bottled gas or oil to the tenant at the residential premises that are not separately metered, and
- d. the costs and charges for the supply or hire of gas bottles for the supply of bottled gas at the commencement of the tenancy, and
- e. all charges (other than water usage charges) in connection with a water supply service to separately metered residential premises, and
- f. all charges in connection with a water supply service to residential premises that are not separately metered, and
- g. all charges for the supply of sewerage services (other than for pump out septic services) or the supply or use of drainage services to the residential premises, and
- h. all service availability charges, however described, for the supply of non-bottled gas to the residential premises if the premises are separately metered but do not have any appliances, supplied by the landlord, for which gas is required and the tenant does not use gas supplied to the premises, and
- i. the costs and charges for repair, maintenance or other work carried out on the residential premises which is required to facilitate the proper installation or replacement of an electricity meter, in working order, including an advanced meter, if the meter installation is required by the retailer to replace an existing meter because the meter is faulty, testing indicates the meter may become faulty or the meter has reached the end of its life.

### **6.2. Payment by the tenant**

The tenant must pay:

- a. all charges for the supply of electricity or oil to the tenant at the premises if the premises are separately metered; and
- b. the cost of all water supplied to the premises during the tenant's occupancy if the cost is based solely on the amount of water supplied and the premises are separately metered; and
- c. all charges for the supply of gas to the tenant at the premises if the premises are separately metered.

## **7. OCCUPANCY**

### **7.1. Occupancy arrangements**

Provided that the tenant continues to pay Rent in accordance with this agreement, the landlord consents to the tenant:

- a. allowing Defence Force personnel and other persons specified under the DHA Act to occupy the Premises; or
- b. if the tenant does not require the Premises for housing Defence Force personnel or other specified persons under the DHA Act:
  - (i) allowing other persons to occupy the Premises; or
  - (ii) leaving the Premises unoccupied.

## 8. PROPERTY CARE CONTRACT

### 8.1. Relationship between Property Care Contract and lease

- a. It is an essential term of this agreement that this agreement and the Property Care Contract run concurrently and end simultaneously to enable DHA to meet its obligations under the DHA Act.
- b. The parties acknowledge and agree that:
  - (i) this agreement is interdependent with the Property Care Contract;
  - (ii) if this agreement is terminated or is surrendered, the Property Care Contract automatically (and without the need for any action to be taken, or any notice to be given, by either party) terminates on the date of termination or surrender of this agreement;
  - (iii) if the Property Care Contract is terminated:
    - A. the tenant may give up possession of the Premises and the landlord will be deemed to have consented to the tenant giving up possession of the Premises for the purposes of section 82(1)(f) of the *Residential Tenancies Act 1999* (NT);
    - B. in which case this agreement is terminated under section 82(1) of the *Residential Tenancies Act 1999* (NT); and
    - C. the tenant will not be obliged to pay any break fee to the landlord;
  - (iv) in the event the landlord sells the Premises by way of Mid-Lease Sale, the landlord will ensure that any third party purchaser of the Premises (**Third Party Purchaser**) executes a deed of novation of the Property Care Contract in accordance with the terms of the Property Care Contract; and
  - (v) if there is any inconsistency between the provisions in this agreement and the provisions in the Property Care Contract, the provisions in this agreement will prevail to the extent of the inconsistency.
- c. The parties acknowledge that:
  - (i) the Property Care Provider and the Tenant are the same entity;
  - (ii) DHA acts in 2 different capacities, namely as the tenant under this agreement and the Property Care Provider under the Property Care Contract; and
  - (iii) DHA will be referred to in this agreement by either the name "tenant" or "Property Care Provider" (as appropriate) to clarify the relevant capacity in which DHA is acting.

## 9. GENERAL PROVISIONS

### 9.1. Lease Registration

The tenant must, at the tenant's cost:

- a. register this agreement;
- b. register a variation of this agreement if the Term is extended under clause 2.2 of these Additional Terms; and
- c. deliver a copy of each registered document to the landlord within 12 months of the parties executing this agreement or any extension of Term.

### 9.2. Caveatable interest

- a. The tenant may lodge a caveat to protect its leasehold interest in the Premises.
- b. The landlord agrees to provide contemporaneously with the execution of this agreement, its written consent in registrable form to any caveat which the tenant may wish to lodge by way of protecting the tenant's interest under this agreement, pending registration of the lease.

- c. The landlord will not raise any objection to the lodgement of the caveat.

### **9.3. Mortgagee's consent**

If the Premises are subject to a mortgage or charge, the landlord must obtain the unconditional mortgagee's or chargee's consent to this agreement at the landlord's cost, and provide the tenant with a copy of such consent. Such consent must be in the form required to register this agreement.

### **9.4. Other legal costs**

- a. The landlord must pay any applicable stamp duty in relation to this agreement.
- b. The parties must bear their own costs in relation to the execution of this agreement and the performance of their obligations under this agreement.

### **9.5. Insurance by landlord**

- a. The landlord must take out and maintain, at its cost, appropriate insurance to cover the Premises and the Landlord's obligations in relation to the Premises, including:

- (i) building insurance, against loss or damage from fire, lightning, flood, storm and tempest, earthquake, water damage (including sprinkler leakage and rain water), explosion or concussion from explosion, impact by vehicles or aircraft or articles dropped from aircraft, radiation, riots, strikes, civil commotion, and malicious damage, for its full reinstatement or replacement value (including architects, surveyors and other professional fees, the cost of debris removal, demolition, site clearance, any works that may be required by law and incidental expenses) at the time of loss or damage; and
- (ii) public liability insurance, for all claims for injury, loss or damage to any person or property however sustained arising out of the use of the Premises, for not less than the amount of \$20 million per occurrence (or for such other reasonable amount which the landlord and the tenant agree),

- b. If, during the Term:

- (i) a building on the Premises is damaged or destroyed by a risk against which the landlord is required by this agreement to insure;
- (ii) the payment of insurance moneys under the insurance policy has not been refused in whole or in part because of any act or omission of the tenant; and
- (iii) the tenant has notified the landlord within 20 Business Days after the date of the damage or destruction that it requires the landlord to reinstate the building,

subject to any right of the landlord to terminate this agreement under section 86 of the *Residential Tenancies Act 1999* (NT), the landlord agrees to act promptly and do its best to reinstate the building, including:

- (iv) claiming and obtaining payment of any insurance moneys to which it is entitled under the insurance policy for the damage or destruction;
- (v) obtaining any permission, permits and consents that may be required under law to enable the landlord to reinstate the building; and
- (vi) using all relevant insurance proceeds (except sums for loss of Rent) in reinstating the building, making up any difference between the cost of reinstating and the insurance proceeds.

- c. The landlord must provide evidence of the currency of its insurance policies to the tenant within 7 Business Days of a request in writing by the tenant.
- d. The landlord agrees to notify the tenant promptly if any of the insurances required by this clause lapse or become void, voidable or otherwise unenforceable.

### **9.6. GST**

- a. In this clause:

- (i) "GST Law" means *A New Tax System (Goods and Services Tax) Act 1999* (Cth) (as amended) and all related ancillary legislation which provides for a broad based consumption tax on the supply of goods and services which becomes operative in respect of the provisions of this agreement;

- (ii) "GST" means any tax imposed on the supply of goods or services which is imposed or assessed under the GST Law; and
  - (iii) "Supply" means any supply, as defined in the GST Law, made by a party under this agreement.
- b. If this agreement or any Supply under or in respect of this agreement becomes subject to GST, and if the recipient of the consideration is liable for GST in relation to any Supply under this agreement, the parties agree that the amount payable for any Supply under or in respect of this agreement by any party shall be adjusted by the amount of the GST.
  - c. Each party agrees to do all things, including providing invoices or other documentation in such form and detail, that may be necessary to enable or assist the other party to claim or verify any input tax credit, set off, rebate or refund in relation to any GST payable under this agreement or in respect of any Supply under this agreement.
  - d. As required by any applicable legislation, where identifiable cost adjustments are realised by virtue of the enactment of the GST Law, those cost adjustments will be reflected in the calculations of the consideration under this agreement.

#### **9.7. No waiver**

A failure by a party to exercise any right arising under this agreement is not a waiver of that right or any other right under this agreement.

#### **9.8. Entire agreement**

This agreement:

- a. supersedes all prior understandings or agreements between the parties (except for the Property Care Contract) and any prior condition, warranty, indemnity or representation given or made by a party in connection with their subject matter (except to the extent contained in the Property Care Contract);
- b. may be varied only by an instrument in writing signed by or on behalf of both the landlord and the tenant; and
- c. and the Property Care Contract and any other documents or information required to be provided by the parties under the *Residential Tenancies Act 1999* (NT) constitutes the entire agreement between the landlord and the tenant as to their subject matter, subject to the *Residential Tenancies Act 1999* (NT).

#### **9.9. No merger**

None of the terms and conditions of this agreement or any other agreement between the parties (including the Property Care Contract), nor any act, matter or thing done in relation to this agreement or any other agreement (including the Property Care Contract), will operate as a merger of any of the rights and remedies of the parties in or under this agreement or any other agreement (including the Property Care Contract), all of which will continue in full force and effect.

#### **9.10. No partnership or agency**

Nothing in this agreement is intended to create a relationship of partnership, principal and agent and/or joint venture between the parties.

#### **9.11. Notices**

- a. A notice given under this agreement must be in writing and, if there is an approved form, in the approved form.
- b. A notice may be given to a party to this agreement or (in the case of the landlord) to the landlord's agent:
  - (i) by giving it to the party or agent personally;
  - (ii) if an address for service for the party or agent is stated in this agreement for service of notices – by leaving it at the address or sending it by prepaid post as a letter to the address;
  - (iii) if a facsimile number for the party or agent is stated in this agreement for service of notices – by sending it by facsimile to the facsimile number in accordance with the *Electronic Transactions (Northern Territory) Act (NT) 2000*; or

- (iv) if an email address for the party or agent is stated in this agreement for service of notices – by sending it electronically to the email address in accordance with the *Electronic Transactions (Northern Territory) Act (NT) 2000*.
- c. The parties agree that any communications delivered electronically through the tenant's and/or Property Care Provider's online portal will constitute a notice delivered via email for the purposes of this agreement.
- d. If no address for service is stated in this agreement for the tenant, the tenant's address for service is taken to be the address of the premises.
- e. A party or the landlord's agent may withdraw his or her consent to notices being given to them by a particular means only by giving notice to each other party that notices are no longer to be given to them by that particular means.
- f. A party or the landlord's agent may change his or her address for service, facsimile number or email address only by giving notice to each other party of a new address for service, facsimile number or email address, in which case the new address for service, facsimile number or email address is taken to be the address for service, facsimile number or email address for the purposes of this agreement from the date of the notice.
- g. Unless the contrary is proved:
  - (i) a notice left at an address for service is taken to have been received by the party to whom the address relates when the notice was left at the address;
  - (ii) a notice sent by post is taken to have been received by the person to whom it was addressed when it would have been delivered in the ordinary course of post;
  - (iii) a notice sent by facsimile is taken to have been received at the place to which the facsimile was sent when the sender's facsimile machine produces a transmission report indicating all pages of the notice have been successfully sent; and
  - (iv) a notice sent by email is taken to have been received by the recipient when the email enters the recipient's email server.

#### **9.12. Severability**

- a. To the extent permitted by law, all provisions of this agreement will, so far as possible, be construed so as not to be invalid, illegal or unenforceable in any respect.
- b. If any provision of this agreement (or part thereof) is invalid, illegal, or unenforceable:
  - (i) that provision (or part) will be severed to the extent it is invalid, illegal or unenforceable, and the remaining provisions will continue in force; and
  - (ii) the parties must do all things reasonably necessary, including the execution and registration of any documentation, to give effect to this agreement.

#### **9.13. Counterparts**

This agreement may be executed in any number of counterparts and all of those counterparts taken together constitute one and the same instrument.

#### **9.14. Interpretation**

Unless the context otherwise precludes it:

- a. where any expressions are defined in the text of this agreement, those expressions shall have the meanings ascribed to them;
- b. the singular includes the plural and vice versa, and a reference to one gender includes all genders;
- c. a reference to a person generally includes a reference to a corporation, firm, partnership, joint venture, association, authority, trust, government, statutory entity or any other legal entity, and vice versa;
- d. a covenant, agreement or undertaking on the part of two or more parties shall bind those parties jointly and each of them severally;
- e. a reference to a statute includes all amendments made to that statute, and to any statute passed in substitution, and all regulations made under those statutes;



- f. headings are for guidance only and do not affect interpretation;
- g. no rule of construction will apply to the detriment of a party because that party was responsible for the drafting of this agreement or any part of it;
- h. anything to be done on a day which is not a Business Day will be due on the immediately following Business Day; and
- i. mentioning anything after "includes", "including", "for example" or similar expressions does not limit what else might be included.

## 10. FEDERAL, STATE AND TERRITORY LAWS

### 10.1. Application of laws

This agreement is to be construed in accordance with, and any matter related to it is to be governed by, the laws applying in the Northern Territory but nothing in this agreement is to be construed as binding the tenant to comply with any laws or requirements which do not apply to it of their own force.

### 10.2. Jurisdiction

At the time of entry into this lease agreement, the parties acknowledge that the Northern Territory Civil and Administrative Tribunal does have jurisdiction to determine certain disputes involving the tenant, which is a Commonwealth government business enterprise. In the event that the Northern Territory Civil and Administrative Tribunal or a court determines that the Northern Territory Civil and Administrative Tribunal does not have jurisdiction to determine certain disputes involving the tenant, the parties agree that a party must refer any dispute arising under this agreement to the NT local or supreme court in accordance with the process described in section 99A of the *Northern Territory Civil and Administrative Tribunal Act 2014* (NT), or any other mechanism which may become available from time to time.

### 10.3. Residential Tenancies Act paramount

Nothing in this agreement is intended by the parties to exclude, modify or restrict the operation or application of provisions of the *Residential Tenancies 1999* (NT) and/or *Residential Tenancies Regulations 2000* (NT), except to the extent permitted by that Act.

### 10.4. Agreement with respect to the Residential Tenancies Act

Where the *Residential Tenancies Act 1999* (NT) and/or the *Residential Tenancies Regulations 2000* (NT) permits the parties to exclude or modify statutory provisions or requirements by agreement, then the parties acknowledge that this agreement records the extent of their agreement to do so.

### 10.5. Mandatory Provisions

Where the *Residential Tenancies Act 1999* (NT) and/or the *Residential Tenancies Regulations 2000* (NT) implies Mandatory Provisions in this agreement:

- a. the *Residential Tenancies Act 1999* (NT) and/or the *Residential Tenancies Regulations 2000* (NT) overrides any term of this agreement which is inconsistent with the Mandatory Provisions; and
- b. the Mandatory Provisions are deemed to be incorporated into this agreement to the extent of the inconsistency.

## 11. DEFINITIONS

The following definitions apply to the Additional Terms unless a contrary intention appears:

**Additional Terms** means these additional terms in Schedule 2 to this agreement.

**Business Day** means a day that is not a Saturday, Sunday or public holiday in the Northern Territory.

**Commencing Date** means the date set out on page 1 of the Lease Form.

**Defence Housing Australia** ABN 72 968 504 934.

**DHA Act** means the *Defence Housing Australia Act 1987* (Cth).

**Fixtures and Fittings** means items that are secured or bolted to the walls or floor of the Premises (fixtures) and free-standing items including goods (fittings), and includes chattels, fixtures, partitions and equipment.

**Landlord's Assessment** means the landlord's assessment of the New Rent Amount payable for the period of 12 months from the relevant Review Date.

**Landlord's Valuation Guide** means the Landlord's Valuation Guide on the DHA website (as may be amended from time to time).

**Lease Form** means Form 31.

**Mandatory Provisions** means provisions under the *Residential Tenancies Act 1999* (NT) that imply terms into, or give rise to rights or obligations on the part of the landlord or the tenant under, this agreement which cannot be excluded, modified or restricted.

**Mid-Lease Sale** means a sale by the landlord of the Premises to a Third Party Purchaser at any time during the Term of this agreement.

**New Rent Amount** means the current market rent for the Premises payable for the period of 12 months from the relevant Review Date determined in accordance with the process set out in the table in paragraph 5 of Schedule 2 of the Property Care Contract.

**Premises** means the land described on the Lease Form and the premises set out on page 2 of the Standard Form and includes any Fixtures and Fittings and improvements.

**Property Care Contract** means the Contract so called between the landlord and the Property Care Provider dated on or about the date of this agreement.

**Property Care Provider** means DHA, acting in its capacity as contractor for the landlord under the Property Care Contract.

**Standard Form** means the NT residential tenancy agreement in Schedule 1.

**Rent** means the amount set out on page 3 of the Standard Form, as reviewed in accordance with clause 5 of these Additional Terms.

**Review Date** has the meaning given to that term in clause 5.1 of these Additional Terms.

**Term** means the term of this agreement as set out on page 1 of the Lease Form, starting on the Commencing Date and ending on the Terminating Date and includes any holdover period.

**Terminating Date** means the date set out on page 1 of the Lease Form, as extended under clause 2 of these Additional Terms.

**Execution Page**

***[Execution clause for individual Landlord]***

**SIGNED SEALED AND DELIVERED** by )  
^LANDLORD NAME^ in the presence of: )

.....  
Signature of witness

.....  
Signature of Landlord

.....  
Full Name of witness (block letters)

.....  
Address of witness

.....  
Telephone number of witness

.....  
Date of Execution

***[Execution clause for corporate Landlord]***

Executed on behalf of the corporation named below by the authorised person(s) whose signature(s) appear(s) below pursuant to the authority specified.

Corporation:

Authority: Section 127 of the *Corporations Act 2001* (Cth)

\_\_\_\_\_  
Signature of authorised person

\_\_\_\_\_  
Signature of authorised person

\_\_\_\_\_  
Name of authorised person

\_\_\_\_\_  
Name of authorised person

\_\_\_\_\_  
[Director, Secretary, Sole Director/Secretary]  
Office held

\_\_\_\_\_  
[Director, Secretary, Sole Director/Secretary]  
Office held

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Executed for and on behalf of Defence Housing Australia ABN 72 968 504 934 by its delegate duly authorised pursuant to s.65 of the *Defence Housing Australia Act 1987* (Cth):

---

Signature

---

Signature of qualified witness

---

Name (please print)

---

Name of qualified witness (please print)

---

Position

---

Qualification of witness

---

Date

---

Witness contact address/phone number

Marketing Version