

## SCHEDULE 1 – DETAILS OF RESIDENTIAL TENANCY AGREEMENT - TAS

### Important information

Please read this before completing the tenancy agreement.

1. This form is your written record of your tenancy agreement. This is a binding contract, so please read all terms and conditions carefully.
2. If you require extra space to list additional items and terms, attach a separate sheet. All attachments should be signed and dated by both the lessor or the lessor's agent and the tenant to show that both parties have read and agree to the attachments.
3. The lessor or the lessor's agent must give the tenant a copy of the signed tenancy agreement and any attachments, and two copies (or one electronic copy) of the completed condition report.

**This agreement is made on \_\_\_\_\_ at \_\_\_\_\_ between**

**Lessor** \_\_\_\_\_

**Lessor's Address** \_\_\_\_\_

These details must be provided for lessor(s), whether or not there is a lessor's agent.

#### **Note.**

These details must be provided for lessor(s), if there is no lessor's agent.

**and**

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

#### ~~Lessor's agent details~~

\_\_\_\_\_

#### ~~Tenant's agent details~~

\_\_\_\_\_

#### **Term of agreement**

The term of this tenancy agreement is—

- 6 months
- 12 months
- 2 years
- 3 years
- 5 years
- Other (please specify)—
- Periodic (no end date)

#### **Premises**

The premises are \_\_\_\_\_

The premises include: \_\_\_\_\_

*[Include any inclusions, for example, a parking space or furniture provided. Attach additional pages if necessary.]*

## Rent

Rent is to be paid in accordance with **clause 4.2 and clause 4.3 of the Additional Terms in Schedule 2 of Annexure A to this agreement.**

The rent is \$\_\_\_\_\_per week payable in advance starting on \_\_\_\_ / \_\_\_\_ /20 \_\_\_\_ .

The method by which the rent must be paid is either:

(a) to \_\_\_\_\_ at \_\_\_\_\_ by cash or Electronic Funds Transfer (EFT); or

(b) into the following account, or any other account nominated by the lessor \_\_\_\_\_

BSB number: \_\_\_\_\_

Account number: \_\_\_\_\_

Account name: \_\_\_\_\_

Payment reference: \_\_\_\_\_

(c) in accordance with clause 4.2 and clause 4.3 of the Schedule 3 - Additional Terms

## IMPORTANT INFORMATION

### Maximum number of occupants

No more than \_\_\_\_\_persons may ordinarily live in the premises at any one time.

### Urgent repairs

Nominated tradespeople for urgent repairs—

**Electrical repairs:** tradesperson nominated by the Property Care Provider Telephone —139 342

**Plumbing repairs:** tradesperson nominated by the Property Care Provider Telephone —139 342

**Other repairs:** tradesperson nominated by the Property Care Provider Telephone —139 342

### Utilities

Is electricity supplied to the premises from an embedded network?

Yes  No

Is gas supplied to the premises from an embedded network?

Yes  No

### Other Services

Other services to be paid for by the lessor

\_\_\_\_\_ [Insert any other services or write "None"]

### Smoke alarms

Indicate whether the smoke alarms installed in the premises are hardwired or battery operated—

Hardwired smoke alarm

Battery operated smoke alarm

If the smoke alarms are battery operated, are the batteries in the smoke alarms of a kind the tenant can replace?

Yes  No

If yes, specify the type of battery that needs to be used if the battery in the smoke alarm needs to be replaced:

\_\_\_\_\_

If the smoke alarms are hardwired, are the back-up batteries in the smoke alarms of a kind the tenant can replace?

Yes  No

If yes, specify the type of back-up battery that needs to be used if the back-up battery in the smoke alarm needs to be replaced:

\_\_\_\_\_

Is the owners corporation of the strata scheme responsible for the repair and replacement of smoke alarms in the premises?

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**Address for service of documents**

Notices or any other documents may be delivered in person, by post, or by registered courier to the lessor at:

- The address given for the lessor above
- ~~The address given for the lessor's agent above~~

Other address: \_\_\_\_\_

Notices or any other documents may be delivered in person, by post, or by registered courier to the tenant at:

- The premises to be let under this tenancy agreement

Other address: \_\_\_\_\_

**Giving notices and other documents electronically [optional]**

Indicate below for each person whether the person provides express consent to any notice and any other document being given or served on them by email. The *Electronic Transactions Act 2000 (Tas)* applies to notices and other documents you send or receive electronically.

**Lessor**

Does the lessor give express consent to the electronic service of notices and documents?

- Yes  No

\_\_\_\_\_  
[Specify email address to be used for the purpose of serving notices and documents.]

**Tenant**

Does the tenant give express consent to the electronic service of notices and documents?

Leasing@dha.gov.au

## SCHEDULE 2 – STANDARD TERMS

### Standard Terms Residential Tenancy Agreement

#### **LESSOR AND TENANT MUST COMPLY WITH TERMS OF TENANCY AGREEMENT**

1.
  - (1) To the extent required by the *Residential Tenancy Act 1997 (Tas)* (the Residential Tenancy Act or the Act), this tenancy agreement is made under the Act.
  - (2) To the extent required by the Act, the provisions of the Act form part of this tenancy agreement.
  - (3) The lessor and the tenant may agree to add additional clauses to the tenancy agreement but, to the extent required by the Act, they must not be inconsistent with, or modify, existing clauses (except if permitted by the Act). A provision of the tenancy agreement that is inconsistent with a provision of the Act has no effect to the extent required by the Act.
  - (4) Sections 66 and 67 of the *Land Titles Act 1980* will not apply to this tenancy agreement.
2. By signing this tenancy agreement, the lessor and the tenant agree to be bound by its terms during the period of the tenancy it creates.
3. A fixed term tenancy must be for the single period specified in the tenancy agreement, which must be at least 4 weeks.
4. A periodic tenancy includes a tenancy that is not specified to be for a fixed term, including such a tenancy which commences on the expiration of a fixed term tenancy.

#### **COSTS AND PROCEDURES FOR ESTABLISHING TENANCY AGREEMENT**

5. The lessor bears the cost of preparation of this tenancy agreement.
6. The lessor must give a copy of the tenancy agreement to the tenant within fourteen (14) days after the agreement takes effect.

#### **INFORMATION AS TO RIGHTS AND OBLIGATIONS**

7.
  - (1) The lessor must provide to the tenant a copy of any information relating to the rights and obligations under residential tenancy agreements as directed by the Director of Consumer Affairs and Fair Trading.
  - (2) If the premises are a unit within the meaning of the *Strata Titles Act 1998*, the lessor must give the tenant, before entering into this tenancy agreement, a copy of the by-laws made by the body corporate of the strata title property.

#### **SECURITY DEPOSIT AND CONDITION REPORT**

##### **SECURITY DEPOSIT**

8. The lessor agrees that the payment of a security deposit by the tenant is not required.

##### **CONDITION REPORT**

9. The lessor must give 2 copies of a condition report completed and signed by the lessor to the tenant on or before the day on which the tenant occupies the premises.
10. Within 2 days after the day the tenant receives the report, the tenant must return to the lessor 1 copy of the report, signed by the tenant and indicating the tenant's agreement or disagreement with the report or parts of the report.

## **END OF TENANCY—INSPECTION AND CONDITION REPORT**

- 11.
- (1) At the end of the tenancy, an inspection of the premises must be carried out in the presence of the lessor and tenant.
  - (2) A condition report based on the inspection must be completed in the presence of, and signed by, the lessor and tenant.
  - (3) A party may complete and sign a condition report in the absence of the other party if the party has given the other party a reasonable opportunity to be present when the report is completed and signed.

## **RENT AND OTHER CHARGES**

### **RENT, HOLDING FEE AND WATER CONSUMPTION CHARGES ONLY AS PAYMENT FOR THE TENANCY**

12. The lessor must not require any money or other consideration from the tenant for the granting, extending, renewing or continuing a tenancy other than rent in advance for the relevant payment period.
13. The lessor must not require or receive from the tenant during the term of the tenancy any money or other consideration for the tenancy other than:
- (a) rent in advance for the relevant payment period;
  - (b) a water consumption charge, but only if the premises are equipped with a device that calculates the amount of water used at the premises; and
  - (c) reasonable compensation for damage to the premises or loss incurred by the lessor arising from the actions of the tenant.

### **PAYMENT OF RENT**

- 14.
- (1) The tenant must pay the rent in advance for a payment period.
  - (2) Subject to subclause (3), the tenant and the lessor may agree to change the payment period during the period of this tenancy agreement.
  - (3) The payment period must not exceed 4 weeks.
15. The tenant and lessor may agree that rent is to be paid electronically.
16. The lessor must not require the tenant to pay rent by post-dated cheque.

### **RENT RECEIPTS**

17. If rent is paid in cash or by cheque to the lessor or a real estate agent, a receipt must be given at that time specifying:
- (a) the date of receipt;
  - (b) the name of the tenant;
  - (c) the premises in relation to which the payment is made;
  - (d) the amount of rent paid; and
  - (e) the period in relation to which the payment is made.
18. A receipt is not required if the rent is paid by the tenant directly into an account nominated by the lessor or real estate agent.

### **RENT RECORDS**

- 19.
- (1) The lessor must keep, or cause to be kept, a record of all the rent received during the period this tenancy agreement is in force.
  - (2) Those records must be retained for a period of 5 years after the end of this tenancy agreement.

### **INCREASE IN RENT**

20. The amount of rent must not vary from period to period except as provided by this tenancy agreement and the Residential Tenancy Act (if the Act applies).
21. The rent may not be increased at intervals of less than 12 months from the commencement, extension or renewal of the tenancy agreement, or from the date of the last increase.

### **NOTICE OF INCREASE**

22. The lessor must give the tenant 60 days' written notice of its intention to increase the rent and include in the notice the amount of the increase, and the date when it is proposed to increase the rent.
23. The increase in rent takes effect from the date specified in the notice.
24. If the tenant wishes to vacate the premises before the increase takes effect, the tenant must give 14 days' notice to the lessor.

### **LESSOR'S COSTS**

25. The lessor is responsible for the cost of the following:
- (a) rates and taxes relating to the premises;
  - (b) services for which the lessor agrees to be responsible;
  - (c) services for which there is not a separate metering device so that amounts consumed during the period of the tenancy cannot be accurately decided;
  - (d) all services up to the time of measurement or reading at the beginning of the tenancy; and
  - (e) all services after reading or measurement at the end of the tenancy providing the tenant has not made any use of the service after the reading.
- 26.
- (1) The lessor must pay for any physical installation of services (eg water, electricity, gas, telephone line).
  - (2) The tenant is responsible for the connection of all services that will be supplied in the tenant's name.
27. The lessor must pay the annual supply charge associated with the supply of water or sewerage.
28. If the premises are a unit under the *Strata Titles Act 1998* (Tas), the lessor is responsible for all owners' corporation charges.

### **TENANT'S COSTS**

29. The tenant is responsible for all charges associated with the consumption of services supplied to the premises, including electricity, gas and telephone and, where the premises are equipped with a device that calculates the amount of water used on the premises, water.
30. The tenant is not required by the lessor to connect or continue a telephone service.

### **READING OF METERED SERVICES**

- 31.
- (1) The lessor is responsible for undertaking or arranging all readings or measurement of services, other than those that are connected in the name of the tenant.
  - (2) The lessor must provide the tenant with an opportunity to verify readings and measurements.
32. If the lessor does not arrange reading or measurement of a service connected in the name of the lessor by the day after the date of expiry of a notice to vacate given in accordance with this tenancy agreement or the Residential Tenancy Act (if the Act applies), the lessor will be responsible for payment of the unread or unmeasured service after the date of the last reading or measurement.
- 33.
- (1) If the tenant vacates the premises without giving notice before departure, the lessor must arrange a reading or measurement of services connected in the lessor's name within a reasonable time of the lessor becoming aware of the departure of the tenant.
  - (2) The tenant is responsible for payment of services to the date of that reading or measurement.

### **QUIET ENJOYMENT**

34. The tenant has the right of quiet enjoyment of the premises without interference by the lessor.
35. The lessor must not interfere with the reasonable peace, comfort and privacy of the tenant in using the premises.

### **LESSOR NOT TO DISPLAY PHOTOGRAPHS**

36. The lessor must not without the written consent of the tenant publicly display a photograph, film or video recording of the premises that may identify the tenant or another person.

### **LESSOR TO INSTALL AND MAINTAIN SMOKE ALARMS**

- 37.
- (1) The lessor must install and maintain smoke alarms in the premises.

- (2) The installation of the smoke alarms must comply with any requirements prescribed by regulations for the Residential Tenancy Act, sections 36C and 36D (if the Act applies).

### **LESSOR TO MAKE REPAIRS**

#### **MINIMUM STANDARDS FOR PREMISES**

- 38.
- (1) At the start of the tenancy, the lessor must ensure that the premises are—
- (a) weatherproof;
  - (b) in a proper state of structural repair;
  - (c) clean; and
  - (d) secure.
- (2) The lessor must ensure that the premises are equipped with:
- (a) bathroom and functioning toilet;
  - (b) functioning cooking facilities;
  - (c) safe and continuous electricity and water supply;
  - (d) heating in the main living area;
  - (e) window coverings in the bedrooms and living area; and
  - (f) adequate ventilation.
- (3) The lessor must ensure that the premises are fitted with locks and any other security devices necessary to secure the premises, and that those locks and security devices are maintained during the term of this tenancy agreement.
- (4) The lessor or the tenant must not add, alter or remove any locks or other security devices without the permission of the other party or a court order, a copy of which must be provided to the other party.
- (5) If the tenant is a protected person in relation to an order made under the *Family Violence Act 2004* (Tas) or the *Domestic Violence Orders (National Recognition) Act 2016* (Tas), the tenant may change locks without the consent of the lessor.
- (6) If a lock or other security device is altered or added, a copy of the key, opening device or information required to open the lock or security device must be provided to the other party as soon as possible unless doing so would affect the safety of a protected person.

### **LESSOR TO MAKE REPAIRS**

- 39.
- (1) The lessor must maintain the premises as nearly as possible in the condition, apart from reasonable wear and tear, that existed on the day on which the tenancy agreement was entered into.
- (2) The tenant must notify the lessor of any need for repairs within 7 days of the need arising.
- (3) This section does not require the tenant to notify the lessor about anything that an ordinary tenant would reasonably be expected to do, for example, changing a light globe or a fuse.
40. The lessor is not obliged to repair damage caused by the fault of the tenant.
41. Subject to clause 42, the lessor must make repairs, other than urgent or emergency repairs, within 28 days of being notified of the need for the repairs (unless otherwise agreed).

### **REPAIRS IN STRATA TITLE PREMISES**

42. If the premises are a unit under the *Strata Titles Act 1998* (Tas), and the tenant's use and enjoyment of the premises reasonably requires repairs to the common property, the lessor must take all steps necessary to require the owners' corporation to make the repairs as quickly as possible.

### **URGENT AND EMERGENCY REPAIRS**

43. The tenant must notify the lessor of the need for urgent or emergency repairs as soon as practicable, and the lessor must, subject to clause 45, carry out those repairs as soon as necessary, having regard to the nature of the problem.
44. The following are urgent repairs in relation to the premises, or services or fixtures supplied by the lessor:
- (1) a failure of water, sewerage, electricity or heating supplied to or within the premises;
  - (2) a failure or breakdown of a cooking stove or hot-water service installed on the premises;
  - (3) removal of grey water from the premises, including ensuring the effective functioning of any on-site water treatment facility, excluding pipes, plumbing or other water disposal or sewage-disposal facilities owned by a council,

and urgent repairs includes any tap washers, any light globes or light tubes that are inaccessible, and any fuses other than those that are within a meter box and relate to the supply of electricity to the premises.

#### **TENANT MAY AUTHORISE URGENT AND EMERGENCY REPAIRS IN CERTAIN CIRCUMSTANCES**

45. If the lessor cannot be contacted, or fails to effect the urgent or emergency repairs within 24 hours after being notified, the tenant may arrange for:
- (1) urgent repairs to be carried out only to the extent that the essential service becomes functional; or
  - (2) emergency repairs to be carried out only to the extent that is required to prevent further damage or deterioration of the premises.
46. The following procedures apply to urgent or emergency repairs arranged by the tenant:
- (1) the repairs arranged by the tenant must be made by the repairer nominated by the lessor in the tenancy agreement;
  - (2) if the lessor has not nominated a repairer, or the nominated repairer cannot be contacted or is otherwise unavailable—the repairs must be performed by a suitable repairer of the tenant's choosing, who must be a person who holds a licence if required under any Act to perform repairs to residential premises or essential services, and who ordinarily performs those repairs in the course of a business or as an employee of a business;
  - (3) if the repairs are carried out by a nominated repairer, the costs of repairs are to be paid by the lessor;
  - (4) if the repairs are carried out by a suitable repairer, the costs of repairs are to be paid by the tenant. The lessor must reimburse the tenant for the payment made by the tenant with 14 days after receiving a copy of the statement of account, receipt of payment of the account and a statement from the repairer as to the apparent cause of the need for repair.

#### **TENANT TO LOOK AFTER THE PREMISES**

##### **THE TENANT MUST TAKE REASONABLE CARE OF THE PREMISES AND KEEP THE PREMISES REASONABLY CLEAN**

47. During the tenancy, the tenant must—
- (1) take reasonable care of the premises, and keep them reasonably clean, having regard to their condition at the time of the commencement of the tenancy; and
  - (2) replace the battery in a smoke alarm installed in the premises whenever necessary.
48. At the end of the tenancy, the tenant must leave the premises as nearly as possible in the same condition, fair wear and tear excepted, as set out in the condition report, or if there is no condition report, as the premises were at the commencement of the tenancy.

##### **TENANT OF UNIT TO COMPLY WITH OWNERS' CORPORATION'S RULES**

49. If the premises are a unit under the *Strata Titles Act 1998* (Tas), the tenant must comply with the body corporate rules, and with any notice served in accordance with the rules.

##### **TENANT MUST MAKE NO ALTERATIONS AND MUST NOT ADD ANY FIXTURES OR FITTINGS WITHOUT THE CONSENT OF LESSOR**

- 50.
- (1) The tenant must not, without the lessor's written consent, affix any fixtures or make any alteration or addition to the premises.
  - (2) The tenant may remove any fixtures that the tenant has affixed to the premises unless the removal is likely to cause damage to the premises.
  - (3) If the tenant causes any damage to the premises by removing any fixture, the tenant must notify the lessor as soon as possible and, at the lessor's option either repair the damage or compensate the lessor for any reasonable expenses incurred by the lessor in repairing any damage.

##### **TENANT MUST NOT USE THE PREMISES FOR UNLAWFUL PURPOSES AND MUST NOT DISTURB THE NEIGHBOURS**

51. The tenant must not:
- (1) use the premises, or permit them to be used, for:
    - (a) any unlawful purpose; or
    - (b) any purpose other than residential purposes; or
  - (2) cause or permit nuisance to be made on or from the premises.

## **TENANT MUST NOT SUBLET OR TRANSFER TENANCY WITHOUT CONSENT OF LESSOR**

- 52.
- (1) The tenant must not sublet the premises or any part of them or transfer his or her rights and obligations under this tenancy agreement without the consent of the lessor, which must not be unreasonably withheld.
  - (2) Consent may be given at any time.
  - (3) No rights in relation to the premises may be created in any third party before consent is obtained from the lessor.

## **TENANT MAY BE RESPONSIBLE FOR DAMAGE OR OTHER BREACH OF TENANCY AGREEMENT BY VISITORS OR GUESTS**

- 53.
- (1) The tenant is responsible for any act or omission by a person who is lawfully on the premises.
  - (2) The tenant is not responsible for an act or omission by a person who has a right to enter the premises without the consent of the tenant.

## **KEEPING ANIMALS ON PREMISES**

54. The lessor agrees that the tenant may keep pets on the premises of the type, number and nature permitted by local council rules and strata by-laws (if relevant).
55. The tenant is responsible for any repairs or additional maintenance to the premises required as a consequence of keeping pets on the premises.

## **LESSOR'S RIGHT OF ENTRY**

### **LESSOR CANNOT ENTER PREMISES EXCEPT AS PROVIDED IN TENANCY AGREEMENT**

56. The lessor must not enter the premises or permit any other person to enter the premises without the tenant's permission except as provided by the law, this tenancy agreement or the Residential Tenancy Act (if the Act applies).

### **ROUTINE INSPECTIONS**

57. On giving the tenant at least 24 hours' notice, the lessor may:
- (1) make an inspection of the premises within 1 month of the commencement of the tenancy; and
  - (2) inspect the premises once every 3 months following the commencement of the tenancy.

### **ACCESS FOR PURCHASERS AND NEW TENANTS**

58. Where:
- (1) a notice to terminate or a notice to vacate has been given, or
  - (2) a notice to terminate or notice to vacate has not been given, within 28 days of the expiry of the tenancy agreement, the lessor may, on giving the tenant not less than 48 hours' written notice, enter the premises between the hours of 8.00 am and 6.00 pm without the approval of the tenant to show the premises to a prospective tenant.

### **ACCESS FOR MAKING OR INSPECTING REPAIRS AND COMPLYING WITH THE AGREEMENT**

- 59.
- (1) For urgent or emergency repairs, to the extent reasonably practicable, the lessor must give reasonable notice and enter the premises at a reasonable time having regard to the interests of the tenant and the lessor.
  - (2) On giving the tenant 24 hours' notice, the lessor may enter the premises to ensure that urgent or emergency repairs have been properly carried out.
  - (3) On giving the tenant 24 hours' notice, the lessor may enter the premises to meet its obligations under this agreement, or if the lessor reasonably suspects that the tenant has failed to comply with any provision of this tenancy agreement.

## **TERMINATION OF TENANCY BY TENANT**

### **TERMINATION ON OR AFTER END OF FIXED TERM**

60. The tenant may give notice to terminate a fixed term tenancy at or after the end of the tenancy by giving 14 days' notice of the date when the tenant intends to vacate the premises.
61. The tenancy ends on the date specified by the tenant.

### **TERMINATION FOR BREACH BY LESSOR**

62. If the lessor breaches the tenancy agreement (other than the obligation to carry out general repairs), the tenant may terminate the tenancy agreement on giving the lessor not less than 14 days' notice
63. If the lessor fails to carry out a repair, other than an urgent or an emergency repair, within 28 days after the receipt of a notice from the tenant, the tenant may terminate the tenancy agreement on giving the lessor not less than 14 days' notice.
64. If the lessor remedies the breach within the 14-day period, the notice of termination is of no effect.

### **FORM OF TERMINATION NOTICE BY THE TENANT**

65. The termination notice must be in writing, in the form required by the Residential Tenancy Act (if the Act applies), and must include the following information:
  - (1) the date of service of the notice;
  - (2) the name of the tenant;
  - (3) the name of the lessor;
  - (4) the residential premises to which the notice applies;
  - (5) the details of the ground on which the notice is served; and
  - (6) the date on which the notice takes effect.

### **NOTICE TO VACATE BY LESSOR**

#### **NOTICE TO VACATE FOR BREACH BY TENANT**

66. If the tenant breaches the tenancy agreement, the lessor may serve on the tenant a notice requiring the tenant to deliver vacant possession of the premises.
67. The lessor must give the tenant at least 14 days' notice.
68. If the tenant remedies the breach within the 14-day period, the notice to vacate is of no effect, except if the breach relates to non-payment of rent and 2 or more notices to vacate have been served on that ground during the immediately preceding 12 months.

#### **TERMINATION OF PERIODIC TENANCY OR AT THE EXPIRY OF FIXED TENANCY**

69.
  - (1) If there is a periodic tenancy, the lessor may serve on the tenant a notice to vacate for the following periods on the following grounds:
    - (a) 42 days' notice if the premises are to be sold or transferred to another person;
    - (b) 42 days' notice if the premises are to be used for a purpose other than as residential premises for rental;
    - (c) 42 days' notice if significant renovations are to be performed in respect of the premises; or
    - (d) 42 days' notice if the premises are to be used as a residence by a member of the lessor's family.
  - (2) In this clause:  

***member of the lessor's family*** means the lessor's domestic partner, son, daughter or parent, the parent of the lessor's domestic partner, or another person who normally lives with the lessor and is wholly or substantially dependant on the lessor.
  - (3) If the tenancy agreement is due to expire not more than 60 days after the service of the notice, the lessor may serve on the tenant a notice to vacate for the period of at least 42 days, which may not expire before the date of the expiry of the tenancy agreement.

### **FORM OF NOTICE TO VACATE BY LESSOR**

70. A notice to vacate must be in writing, in the form required by the Residential Tenancy Act (if the Act applies), and must include the following information:
  - (a) the date of service of the notice;
  - (b) the name of the tenant;
  - (c) the name of the lessor;
  - (d) the residential premises to which the notice applies;
  - (e) the details of the reason for which the notice is served; and
  - (f) the date on which the notice takes effect.

**NOTICES OF ADDRESS FOR SERVICE**

71.

- (1) At the commencement of the tenancy, the lessor must notify the tenant in writing of the full name and residential or business address of the lessor or any agent of the lessor, or if the owner or agent is a corporation, of the name of the responsible officer and the address for the registered office of the corporation.
- (2) If any name or address changes during the tenancy, the lessor must advise the tenant of the new name or address for service.
- (3) If a person succeeds another person as the owner of the premises, the new owner must notify the tenant of any change in the details.
- (4) The tenant may appoint a person to act as an agent for the purpose of receiving any notice or other document on behalf of the tenant.
- (5) Where the tenant has notified the lessor of the tenant's agent, the lessor must give any notice or other document to the agent.

Marketing Version

## SCHEDULE 3 – ADDITIONAL TERMS

### 1. ACKNOWLEDGEMENTS

#### 1.1. Lease terms

The parties acknowledge and agree that this agreement comprises the Lease Form and Annexure A, being the Schedule 1 - Details of the Residential Tenancy Agreement, the Schedule 2 -Standard Terms and these Schedule 3 - Additional Terms. These additional terms will override the terms of the Standard Terms and the Details of the Residential Tenancy Agreement to any extent of any inconsistency or discrepancy.

#### 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 Tenancy Act 1997* (TAS) and the *Residential Tenancy Regulations 2015* (TAS) (if the Act applies); 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 Standard Terms, and in addition to the rights and obligations of the landlord and tenant under the Standard Terms, 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.

#### Effect of giving notice

- 2.3. After giving the notice pursuant to this clause 2.2 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. Despite clause 14 of Standard Terms, the Tenant elects to pay Rent (other than the first and last payments) monthly in advance on the first day of each calendar month.
- 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.

**Calculation of Rent**

**3.2.**

- 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**

- a. The Rent will be reviewed and assessed as follows:

| <b>Review Date</b>  | <b>Method of review</b>   |
|---|---|
| <p><b><u>First Review Date:</u></b><br/>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 60 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><br/>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>   |

## 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 clause 20 to 23 of the Standard Terms or the *Residential Tenancy Act 1997* (Tas) (if the Act applies).

## 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 Landlord's Assessment has been issued:
    - A. the tenant must pay the landlord the amount of any underpayment within 10 Business Days of the Landlord's 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 Tenancy Act 1997 (Tas) (if the Act applies).

## 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 Valuers Institute to appoint a valuer who is a certified practising and registered valuer with the Australian Property Institute or the Australian Valuers Institute (as relevant) in Tasmania (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.
- ci. Once a Lease Rent Review Dispute has been concluded, having regard to the new Rent then being paid by the tenant and the amount assessed 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.
- cii. 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.
- ciii. 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. OCCUPANCY

### 6.1. 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.

## 7. PROPERTY CARE CONTRACT

### 7.1. 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 37(1)(a) of the *Residential Tenancy Act 1997* (Tas) (if the Act applies);

- B. this agreement will terminate under section 37(1)(a) of the *Residential Tenancy Act 1997* (Tas) (if the Act applies);
  - 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.

## 8. GENERAL PROVISIONS

### 8.1. Lease Registration

- a. The tenant must, at the tenant's cost:
  - (i) register this agreement;
  - (ii) register an extension or variation of this agreement if the Term is extended under clause 2.2 of these Additional Terms; and
  - (iii) deliver a copy of each registered document to the landlord within 4 weeks of the parties executing this agreement or any extension of Term.

### 8.2. Not used Mortgagee's

### 8.3. 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 attached to this agreement at Attachment A and in any other form required to register this agreement.

### 8.4. 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.

### 8.5. 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 rights of the landlord to terminate this agreement under the *Residential Tenancy Act 1997* (Tas) (if the Act applies), 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.

#### 8.6. 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.

#### 8.7. 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.

#### 8.8. 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 Tenancy Act 1997* (Tas) (if the Act applies) constitutes the entire agreement between the landlord and the tenant as to their subject matter, subject to the *Residential Tenancy Act 1997* (Tas) (if the Act applies).

#### 8.9. 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.

#### 8.10. 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.

#### 8.11. 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 party'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 Act 2000* (Tas); 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 Act 2000* (Tas).
- 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 lessor'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 lessor'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.

#### **8.12. 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.

#### **8.13. Counterparts**

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

#### **8.14. 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.

**9. FEDERAL, STATE AND TERRITORY LAWS**

**9.1. 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 State of Tasmania 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.

**9.2. Not used**

**9.3. Residential Tenancy 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 Tenancy Act 1997* (Tas) and/or the *Residential Tenancy Regulations 2015* (Tas), except to the extent permitted by that Act (if the Act applies).

**9.4. Agreement with respect to the Residential Tenancy Act**

Where the *Residential Tenancy Act 1997* (Tas) and/or the *Residential Tenancy Regulations 2015* (Tas) (if the Act applies) 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.

**9.5. Mandatory Provisions**

Where the *Residential Tenancy Act 1997* (Tas) and/or the *Residential Tenancy Regulations 2015* (Tas) implies Mandatory Provisions in this agreement (if the Act applies):

- a. the *Residential Tenancy Act 1997* (Tas) and/or the *Residential Tenancy Regulations 2015* (Tas) 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.

**10. DEFINITIONS**

The following definitions apply to the Additional Terms unless a contrary intention appears: **Additional Terms** means these additional terms in Schedule 2 of Annexure A to this agreement. **Business Day** means a day that is not a Saturday, Sunday or public holiday in Tasmania. **Commencing Date** means the date set out on the Front Page.

**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.

**Front Page** means the front page of the Lease Form.

**landlord** means the lessor under this agreement.

**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 page 1 of this agreement.

**Mandatory Provisions** means any provisions under the *Residential Tenancy Act 1997* (Tas) (if the Act applies) 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 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 Property Care Contract Item 1 or Item 4(e) of the table in paragraph 5 of Schedule 2.

**Premises** means the premises set out in the Description of Land section on the Front Page 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 Terms** means the terms in Schedule 1 of Annexure A to this agreement.

**Rent** means the amount set out on the second page of the Standard Terms, 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 the Front Page, starting on the Commencing Date and ending on the Terminating Date and includes any holdover period.

**Terminating Date** means the expiry date of the agreement, as extended under clause 2 of these Additional Terms.

Marketing Version

**Signature of Landlord:**

**Execution Page**

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

I certify that I am an eligible witness and that the Landlord signed this dealing in my presence.

\_\_\_\_\_  
Signature of Landlord

\_\_\_\_\_  
Signature of witness

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name of witness

\_\_\_\_\_  
Residential address of witness

\_\_\_\_\_  
Business hours telephone of witness

**[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.

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

\_\_\_\_\_  
Office held  
Director, Secretary, Sole Director Secretary

\_\_\_\_\_  
Office held  
Director, Secretary, Sole Director Secretary

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**Signature of tenant:**

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):

|                               |  |
|-------------------------------|--|
| _____<br>Signature:           | _____<br>Signature of witness:           |
| _____<br>Name: (please print) | _____<br>Name of witness: (please print) |
| _____<br>Position:            | _____<br>Position of witness:            |
| _____<br>Date:                | _____<br>Address of witness:             |

Marketing Version