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Residential Tenancy Agreement

by Documatica Legal Forms Inc.

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THIS DUPLEX LEASE AGREEMENT (the "Agreement") is entered into this 12th day of February, 2009.

BETWEEN:

<div style="text-align:center">

Jonathan Brown and Kent Brown

of

56 Beech Street

Sydney, New South Wales

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(collectively and individually the "Landlord")

OF THE FIRST PART

<div style="text-align:center">

- and -

Thomas Grant

of

533 78th Street

Sydney, New South Wales

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(the "Tenant")

OF THE SECOND PART

1. BACKGROUND

Whereas the Landlord is the lawful and legitimate owner of the duplex having a street address of 58 Beech Street, being, lying, and situated in Sydney, New South Wales (the "Premises");

Whereas the Landlord wishes to lease the Premises to the Tenant upon the terms and conditions set forth herein; and

Whereas the Tenant wishes to lease the Premises from the Landlord upon the terms and conditions set forth herein;

FOR AND IN CONSIDERATION OF the covenants, conditions, and obligations contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Landlord and Tenant agree as follows:

2. DESCRIPTION OF PREMISES

1. Rooms

The Premises contains 3 bedrooms and 2 bathrooms.

2. Furnishings

The Premises have been furnished as described in the attached list. Notwithstanding normal aging and wear, the Tenant shall maintain this furniture in its original condition as far as possible.

3. Appliances

The Premises includes the following appliances:

1. Stove/Oven

2. Refrigerator

3. Dishwasher

4. Washing Machine

5. Dryer

6. Air Conditioning

The Tenant shall maintain these appliances in their original condition as far as possible.

4. Amenities

The Premises includes the following amenities:

1. Central Vacuum System

2. Garbage Pickup/Removal

The Tenant agrees to use these amenities in a safe and reasonable manner, and obey any posted rules or regulations.

3. USE OF PREMISES

The Tenant shall use the Premises solely as a private, single-family dwelling. The Tenant is prohibited from using the Premises, or any part thereof, to practice any profession, trade, business, or other commercial venture. The Tenant agrees to comply with all laws, ordinances, and rules of any governmental body or related authority with regard to the use and purpose of the Premises.

4. OTHER OCCUPANTS

Notwithstanding the Tenant, the Tenant's immediate family members, and transient relatives or guests staying for less than one (1) week, no other persons are permitted to live in the Premises without the Landlord's prior written consent.

5. PETS

The Tenant shall be permitted to keep, raise, and maintain a reasonable number of domestic dogs, cats, fish, reptiles, small mammals, and/or birds on the Premises. The Tenant will assume full and exclusive responsibility for the animal(s), as outlined below.

Any Tenant keeping one or more domestic animals (collectively and individually the "Pet") in or around the Premises agrees to abide by the following terms:

1. The Pet shall not be permitted to damage the Premises, including, but not limited to, urinating or defecating on the carpet/floor;

2. Any Pet waste on the grounds around the Premises must be promptly disposed of;

3. The Pet shall not cause discomfort, harm, or nuisance to other tenants. If the Pet injures other persons, the Tenant shall assume full responsibility and liability;

4. The Pet shall not be allowed to access shared amenities such as the laundry room, pool, recreational facilities, or similar amenities as determined by the Landlord's policies and the Tenant's reasonable judgement;

5. The Tenant must provide all necessary care for the Pet, including but not limited to providing companionship, exercise, food, water, and health care at appropriate intervals;

6. Upon move-out, the Tenant will reimburse the Landlord for the costs associated with protecting the health of the future tenant(s), such as de-fleeing, deodorizing, and shampooing the Premises; and

7. The Tenant must comply with all applicable laws and regulations.

The Landlord's remedies for violation of the above terms shall be at the Landlord's discretion, and may include any or all of the following:

1. For violation of any of the above terms, upon thirty (30) days written notice, the Tenant must permanently remove the Pet from the Premises.

2. For failure to provide the necessary care for the Pet, the Landlord may enter the Premises upon one (1) day's written notice to turn the Pet over to a humane society or local authority.

3. If the Premises are damaged by the Pet, the Tenant shall be fully and exclusively liable and shall pay for the cost of replacement or repairs to the damaged items. The Tenant will arrange and pay for the Pet to stay with a third party during the period of repair or replacement.

The Landlord shall not be held liable for any harm, sickness, loss, or death of the Pet unless it is due to the Landlord's negligence. In addition, the Tenant will indemnify the Landlord for all expenses resulting from any legal proceedings initiated as a result of injuries or damages caused by the Pet.

6. SMOKING

Smoking is not permitted in or around the Premises.

7. MOVE-IN DATE

The Tenant shall be entitled to possession of the Premises at 12:00 noon on March 1st, 2009.

8. POSSESSION

The failure of the Tenant to take possession of the Premises shall not relieve it of the

duty to pay Rent and other fees.

If Landlord cannot deliver possession of the Premises for any reason beyond the Landlord's control, the Landlord shall not be liable for any damage caused thereby. Furthermore, this Agreement will remain in effect, and the Tenant shall not be liable for any Rent until possession is delivered. If Landlord is unable to deliver possession within the period prescribed by the Act, the Tenant may terminate this Agreement by providing the Landlord with written notice, and shall be refunded any Rent or Security Deposit paid.

This sample represents only part of a completed document.
The remainder of the document has been intentionally omitted.