

# Residential Tenancy Agreement

THIS HOUSE LEASE AGREEMENT (the "Agreement") is entered into this 24th day of March, 2013.

**BETWEEN:**

Jospeh Jacobson and Khadijah Cleary  
of  
651 Glen Oaks Drive

*(collectively and individually the "Landlord")*

*OF THE FIRST PART*

- and -

Ferdinand Goodwin and Dara Fair  
of  
1604 Fife Gate

*(collectively and individually the "Tenant")*

*OF THE SECOND PART*

## 1. BACKGROUND

Whereas the Landlord is the lawful and legitimate owner of the house having a street address of 1632 Willard Way, being, lying, and situated in Gold Coast-Tweed, Northern Territory (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 Lorem ipsum eget etiam eros, enim venenatis blandit.

bedrooms.

## **2. Furnishings**

The Premises has been furnished as described below:

1. Lorem ipsum rhoncus ad litora, ornare eleifend amet.

Notwithstanding normal aging and wear, the Tenant shall maintain this furniture in its original condition as far as possible.

## **3. Appliances**

The Premises are do not contain any appliances.

## **4. Amenities**

The Tenant will not have access to any amenities.

## **5. Parking**

The Tenant may park properly insured motor vehicles in the parking spaces (the "Parking") located on or near the Premises.

The parking includes the following special features:

1. Heated Parking Lot
2. Covered Parking Lot

## **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

No pets or animals are permitted in or about the Premises.

## 6. SMOKING

The Tenant shall be permitted to smoke on the Premises. The Tenant agrees to be liable for any and all damages caused as a result of the smoking.

## 7. MOVE-IN DATE

The Tenant shall be entitled to possession of the Premises at 12:00 noon on

\_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_.

## 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.

## 9. INSPECTIONS

The Landlord and Tenant will not complete formal inspection reports. However, the Tenant has been given the opportunity to survey the Premises in its entirety, and believes it to be safe, clean, livable, and in good condition.

## 10. SIGNING INCENTIVES

The Landlord will provide the Tenant with the following signing incentives:

    Lorem ipsum lectus bibendum ac, neque malesuada consectetur, euismod  
    imperdiet magna.

## 11. LENGTH OF AGREEMENT

This Agreement shall commence at 12:00 noon on \_\_\_\_\_, \_\_\_\_\_ and continue indefinitely until the Landlord or Tenant terminates the tenancy.

## 12. SECURITY DEPOSIT

The Tenant agrees to deliver to the Landlord a security deposit (the "Security Deposit") of £320.00 upon the execution of this Agreement. The Security Deposit may not be applied towards the cost of Rent, and the Tenant is not entitled to any interest on it. The Landlord will return the Security Deposit (less any deductions or with further demand for payment) at the end of the tenancy, within the time specified in the Act. The Security Deposit will be returned to 8230 Edenton Place, Canberra Wales, or to such address as the Tenant may later provide in writing to the Landlord. Refunds, if applicable, may be paid to any of the Tenants.

Deductions from the Security Deposit, or additional charges such as the cost of professional cleaning or repairs, will be made in accordance with the Act. The Tenant shall not be penalized for damage due to normal aging or wear and tear. However, the Tenant will be responsible for any unusual or excessive damage committed by the Tenant or by any person under the Tenant's care or control. Specifically, deductions or additional charges may be made for any purposes allowed under this Agreement or the Act, including but not limited to:

1. Repair or repainting of walls, due to excessive number of holes or other damage;
2. Repairing or replacing windows, doors, light fixtures, and other features that are damaged or missing;
3. Damage to plumbing such as pipes, toilets, sinks, and drains, due to clogging or freezing;
4. Burns, cuts, or water damage to flooring; or
5. Extermination costs, if insects have been knowingly brought or allowed into the Premises

In the event that the Landlord sells or assigns the Premises, the Security Deposit will be transferred to the new landlord or assignee to hold until the termination of this Agreement. The Tenant will thus release the Landlord from all liability for the return of the Security Deposit.

## 13. RENT PAYMENTS

The Tenant will pay the Landlord £1,290.00 rent (the "Rent") every week, on or before

the 1986-05-11 of each and every week, for the duration of this Agreement.

The rent includes the following:

1. A charge for the Parking, which corresponds to £50.00 per month.

In addition to the Rent, the Tenant must pay the following:

1. A charge for the following taxes due to the Landlord: Lorem ipsum interdum fringilla, sollicitudin felis..
2. Lorem ipsum consequat convallis fermentum, pulvinar nunc per aliquet, cras imperdiet nostra. to the appropriate government agencies.

#### 14. UTILITIES

The cost of utilities will not be included in the Rent.

#### 15. RENT INCREASES

The Landlord guarantees that the Rent for the Premises will not increase during the course of this Agreement.

#### 16. DEFAULT

Should the Tenant fail to pay the Rent or to perform any other obligation set forth herein, and the situation remains uncorrected after the Landlord notifies the Tenant of the default and the period within which it must be rectified, as may be required by the Act, then the Landlord may declare the Tenant in default of this Agreement. The Landlord may exercise any and all available rights and remedies at law or in equity to cure the default, including, but not limited to, the following:

1. The Landlord may declare the unpaid Rent, and any additional fees, immediately due and payable;
2. The Landlord may terminate this Agreement, as described in the Termination paragraph;
3. The Landlord may re-enter and re-take possession of the Premises; and
4. The Landlord may hold the Tenant liable for the balance of the unpaid Rent under this Agreement, if the Landlord is unable to re-let the Premises.

In the event of default, all amounts outstanding under this Agreement shall be subject to an interest rate of 12% per year from the due date until paid.

Should the Tenant default on payment of the Rent or any other obligation set forth herein, and a legal action is filed by the Landlord as a result, the unsuccessful party will pay to the successful party a reasonable sum for the successful party's legal fees. In addition, both parties will pay any sums mandated by the court.

## 17. ABANDONMENT

If the Tenant is absent from the Premises for a period of seven (7) or more consecutive days, while owing unpaid Rent or other fees, the Premises shall be considered abandoned. In the event of abandonment, the Tenant will be in breach of this Agreement, and the Landlord shall have the right to do any or all of the following:

1. Enter the Premises by any legal means, without liability for entry or damage caused upon entry;
2. Deem any of the Tenant's personal property remaining on the Premises to be abandoned, and dispose of such property as appropriate, without liability. The revenue from sale or disposal of the property will be applied to any amounts the Tenant owes under this Agreement, subject to the provisions of the Act;
3. Terminate this Agreement, as described in the Termination paragraph;
4. Re-rent the Premises and collect all rents due from the new tenant(s);
5. Hold the Tenant liable for any difference in rental income obtained from re-renting, and the income the Landlord would have received from the Tenant, over the remainder of the term of this Agreement. Under no circumstances will the Landlord be liable to the Tenant for any excess income; and
6. Apply the Security Deposit to any amounts owing under this Agreement, subject to the provisions of the Act.

## 18. QUIET ENJOYMENT

Notwithstanding defaults on Rent or other obligations set forth in this Agreement, the Landlord covenants and agrees with the Tenant that the Tenant shall be entitled to peacefully and quietly have, hold, and enjoy the Premises for the duration of this Agreement.

## 19. ENTRY FOR REPAIRS OR SHOW

The Landlord shall have the right to enter the Premises, during reasonable daytime hours, for the following purposes:

1. To make inspections, additions, alterations or repairs for the preservation of the Premises;
2. To show the Premises to prospective tenants or purchasers; and
3. To remove any signs, fixtures, additions, alterations or other objects or items in violation of this Agreement.

The notice period for such entry will be the greater of any notice required by the Act, and 243 hours. In the event of an emergency, or if the Tenant unreasonably withholds consent to enter, the Landlord may enter the Premises at ANY time, without notice.

## 20. LANDLORD IMPROVEMENTS

The Landlord will make the improvements to the Premises that are described in the attached list.

## 21. MAINTENANCE

The Tenant agrees to maintain the Premises in a reasonable and clean condition throughout this Agreement, and any renewals of this Agreement which may occur. The Landlord shall cover major maintenance (i.e., maintenance with a cost or anticipated cost of greater than \$100.00) that is not due to the misuse or neglect of the Premises by the Tenant or the Tenant's family, employees or guests.

The Tenant may NOT maintain or change the locks without the prior written agreement of both the Landlord and the Tenant, or unless the changes are made in compliance with the Act.

The Tenant shall be responsible for the maintenance of the swimming pool on the Premises which the Tenant will be using exclusively. Maintenance includes, but is not limited to, cleaning debris from the pool, emptying skimmer baskets, chlorinating the water and maintaining its chemical balance, ensuring that any heaters, pumps, and/ or pool lights are functioning, maintaining ladders and/or diving boards, and keeping the area around the pool clean and free of debris.

The Tenant shall be responsible for filling and cleaning the bird bath(s) on the Premises.

The Tenant shall maintain any garden or grass areas which the Tenant will be using exclusively. Maintenance shall include, but not be limited to, cutting, pruning,

fertilization, watering, and weeding. The Tenant will be responsible for grass, flowers, trees, shrubs, hedges, and all other desired plant life in the garden or grass area.

The Tenant shall be responsible for the maintenance of the patio on the Premises, which the Tenant will be using exclusively. This includes keeping it free of debris, litter, and unwanted plant or fungal growth. It also includes maintaining associated fixtures or furnishings, such as barbecues, hibachis or fire pits, deck tables, chairs, and umbrellas.

## 22. CARE AND USE OF PREMISES

The Tenant agrees to notify the Landlord in writing upon discovery of any damages, defects or dangerous conditions in and about the Premises.

The Tenant further agrees to abide by the following rules for use of the Premises:

1. The Tenant may only park in the parking spaces provided for the Tenant's use, and is not allowed to wash, repair, or paint these spaces, or use them to store any item other than a vehicle. Only vehicles that are operational and currently registered and insured may park in the spaces. Vehicles that are inoperable, unregistered, uninsured, noisy, dangerous, unsightly, or leaking any substance, may be towed at the Tenant's expense. Parking is provided at the Tenant's own risk.
2. The Tenant and the Tenant's family and guests must not disturb, annoy, endanger or inconvenience other tenants of the building, neighbors, workmen, or the Landlord. The Tenant will not violate any law, nor commit or permit nuisance in or about the premises.
3. The Tenant shall not lounge or loiter on the front steps, public balconies, common hallways, or in any other shared area that would interfere with the convenience of other residents.
4. The Tenant will dispose trash regularly, in a sanitary and appropriate manner.
5. The Tenant will comply with health, sanitary, fire, housing and safety regulations, as required by law, and will not engage in any illegal activities on the Premises.
6. The Tenant will not keep dangerous, explosive, or flammable articles on the Premises that would increase the risk of fire, or be considered hazardous by the reasonable judgement of an insurance provider.

The Tenant will arrange for periodic inspection of the Premises if the Premises will stand unoccupied for four or more consecutive days. The Landlord shall be provided with the name, phone number, and address of the person conducting the inspection.

### 23. DAMAGE

In the event that the Premises are destroyed or rendered untenable by fire, storm, earthquake, or other casualty not caused by the willful act or negligence of the Tenant or the Tenant's family, guests, or employees, this Agreement shall terminate from such time, except for the purpose of enforcing any rights that have accrued hereunder. Rent shall be collected from the Tenant to cover the time period up until the date the damage occurred, but the Tenant shall not be required to pay Rent for the time period in which the Premises is untenable. Furthermore, any Rent for such time period that has been collected in advance by the Landlord must be refunded to the Tenant. If the Landlord chooses to repair or rebuild the Premises, it must do so as quickly as possible, after which the payment of Rent shall recommence and this Agreement shall continue according to its terms.

### 24. INSURANCE

The Tenant acknowledges that the Landlord's insurance does not cover damage or loss to the Tenant's personal property as a result of fire, theft, rain, acts of God, war, acts of others, or any other causes. Furthermore, the Landlord shall not be held liable for any such loss or damage. The Tenant is hereby advised to acquire its own insurance policy to cover damage to personal property.

The Landlord shall insure the Premises for damage or loss to the structure including damage as a result of fire, theft, rain, acts of God, war, acts of others, or any other causes. The Tenant shall not be held liable for any loss or damage.

The Tenant shall insure the Premises for liability insurance for the benefit of the Tenant and the Landlord.

### 25. LIABILITY

The Tenant accepts and agrees that the Landlord will not be held liable in any way for any personal injury or death of the Tenant, the Tenant's family, employees, guests, or any other person whom the Tenant is responsible for, which occurs on the Premises. Further, the Landlord will not be liable for any loss, damage, injury, or claim to property (including vehicles and their contents) of the Tenant or the Tenant's family, employees, guests, or others whom the Tenant is responsible for. The Tenant shall be responsible for ALL persons visiting the Premises at the Tenant's request, either implied or express, for any purpose whatsoever. This includes, but is not limited to, the Tenant's family, guests, employees, workmen, agents, servants, and health care professionals.

If there is more than one Tenant executing this Agreement, the Tenants shall be jointly and severally liable for each other's acts, omissions and liabilities pursuant to this Lease.

## 26. GOVERNING LAW

This Agreement shall be governed, construed, enforced, and interpreted by, through, and under, the laws of the Territory of Cocos Islands without regard to the jurisdiction in which any action or legal proceeding may be initiated.

## 27. HEADINGS

Headings are inserted for the convenience of the parties only and will not have any bearing on the interpretation or meaning of this Agreement.

## 28. SEVERABILITY

In the event of a conflict between any provision of this Agreement and the provisions, or structure of lease agreement, defined in the relevant legislation of the Territory of Cocos Islands (the "Act"), the Act will prevail and the conflicting provision(s) shall be deleted from this Agreement to comply with the legislation or prescribed structure of the agreement.

Any additional provisions set out in the Act which are not set out herein are also incorporated into this Agreement, so as to make it comply with the Act and the prescribed structure of the lease agreement set out therein.

If a court of competent jurisdiction finds any provisions of this Agreement to be unenforceable, it is the desire of both parties that any modifications made to these provisions by a court of competent jurisdiction be made only to the extent necessary to ensure that the provisions are enforceable, as determined by the reasonable judgement of the court.

Should any provisions in this Agreement be invalid or unenforceable, those provisions shall have no bearing on the remaining provisions of the agreement. All other provisions will be valid, and fully enforceable; further, any partially unenforceable provisions will be enforced to as great an extent as possible.

## 29. SUBORDINATION OF LEASE

This Agreement and Tenant's interest hereunder are and will be subordinate, junior and inferior to any and all mortgages, liens or encumbrances now or hereafter placed on the Premises by the Landlord, all advances made under any such mortgages, liens or encumbrances, the interest payable on such mortgages, liens or encumbrances and any and all renewals, extensions or modifications of such mortgages, liens or encumbrances.

### 30. NO IMPLIED WAIVER

Either party's failure to insist, on one or more occasions, upon strict performance by the other party of any of the duties, terms, or obligations set forth in this Agreement shall not be construed as a waiver of any of the rights or powers of that party, or preclude that party from exercising such rights or powers at a future date.

### 31. BINDING EFFECT

The covenants and obligations set forth in this Agreement shall be binding on and inure to the benefit of the heirs, executors, successors, legal representatives, administrators, and assigns of the Landlord and the Tenant.

### 32. ASSIGNMENT AND SUBLETTING

The Tenant shall not assign this Agreement, or sublet or grant any concession or license to use the Premises or any part of the Premises without the Landlord's prior written consent. A consent by the Landlord to one such assignment, subletting, concession, or license shall not be deemed to be a consent to any future assignment, subletting, concession, or license. An assignment, sub-letting or license without the prior written consent of the Landlord or an assignment or sub-letting by operation of law, shall be absolutely null and void and shall, at the Landlord's option, terminate this Agreement.

### 33. AMENDMENTS

This Agreement may be amended or modified if the amendment or modification is evidenced in writing, and signed by both parties or their representatives.

### 34. TERMINATION

### 35. VACANCY SIGNS

The Landlord reserves the right to display "For Sale", "For Rent" or "Vacancy" signs on the Premises during the last 30 days of this Agreement.

### 36. POSSESSION AND SURRENDER

Upon expiration of this Agreement, the Tenant shall immediately surrender possession of the Premises to the Landlord. The Premises must be returned in the same condition

as at the start of this Agreement, with the exception of reasonable wear and tear. The Tenant will return a complete set of keys to the Landlord, and provide a future contact address, if one has not been provided herein. If the Tenant fails to surrender the Premises after the expiration or termination of this Agreement, the Landlord may recover possession of the Premises in any legally allowable manner.

### 37. ADDRESS FOR NOTICE

The Tenant's current address is 1604 Fife Gate.

After this Agreement has expired or been terminated, the Tenant may be reached at 8230 Edenton Place, Canberra, -1.

The Landlord's current and future address is 651 Glen Oaks Drive.

The Landlord or the Tenant may, on written notice to each other, change their respective addresses for notice under this Lease.

### 38. COUNTERPARTS

This Lease may be executed in counterparts.

### 39. FULL AND FINAL AGREEMENT

This Agreement comprises the entirety of the terms and conditions of the tenancy of the Premises, as understood and agreed upon by the Landlord and the Tenant. Both parties state that they have not made any representations regarding the subject matter of this Agreement except the representations specifically set forth in this Agreement; there are no further items or provisions, either written or oral.

(This space intentionally left blank)

IN WITNESS WHEREOF Jospheh Jacobson, Khadijah Cleary, Ferdinand Goodwin and Dara Fair have duly affixed their signatures on this 24th day of March, 2013.

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(SEAL) Jospheh Jacobson  
(Landlord)

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(SEAL) Khadijah Cleary  
(Landlord)

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(SEAL) Ferdinand Goodwin  
(Tenant)

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(SEAL) Dara Fair  
(Tenant)

The Tenant acknowledges receiving a duplicate copy of this Lease signed by the Tenant and the Landlord on the 24th day of March, 2013.

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(SEAL) Ferdinand Goodwin  
(Tenant)

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(SEAL) Dara Fair  
(Tenant)