



## FORM 1

### **Residential Tenancies Act 1997** (Section 26(1))

RESIDENTIAL TENANCIES REGULATIONS 2008  
Regulation 7

## RESIDENTIAL TENANCY AGREEMENT

THIS agreement is made on the **(17/11/16)** at Docklands Victoria 3008 and is a renewal of the original agreement which commenced **21/03/14**

BETWEEN **Brett and Kaleah Hambrook** (LANDLORD), ACN

C/- of Suite 12.06, 401 Docklands Drive, Docklands VIC 3008

Whose agent is **TRUE PROPERTY MANAGEMENT (VIC) PTY LTD** ABN 21 129 744 056

Of Suite 12.06, 401 Docklands Drive, Docklands VIC 3008 Telephone – (03) 9001 1559

AND **Hilal Ozcan & Ozjan Shukri** (TENANT/S), ACN (if applicable)

#### 1. PREMISES

The landlord lets the premises known as **20 Furlong Street, Craigieburn 3064**

~~—(\*together with those items indicated in the condition report provided to the Tenant. \*strike out if not applicable)~~

#### 2. RENT

The rent amount is **\$1300.00** per calendar month with a rental increase effective form **21/02/17** to **\$1369.00** per calendar month. Initial.....

Pay period:

4. monthly payable on the twenty first (**21<sup>st</sup>**) day of each calendar month in advance

Place of payment: **By Direct Credit or Direct Debit to True Property Management Trust Account:-**  
**Details as provided previously**

#### 3. BOND

The tenant paid a bond of **\$1300.00** to the Landlord/Agent Receipt Number **13333421**

In accordance with the **Residential Tenancies Act 1997**, the landlord/agent lodged the bond with the Residential Tenancies Bond Authority within 10 business days after receiving the bond.

## 5. PERIOD

The period of the agreement is twelve **(12)** months commencing: **21/10/16** and ending on the **21/10/17**

Unless the agreement terminates in accordance with the Residential Tenancies Act 1997, the agreement will continue as a periodic tenancy.

OR

- a) ~~The agreement will commence from the — day of — 200 — and continue until terminated in accordance with the Residential Tenancies Act 1997.~~

## 6. CONDITION OF THE PREMISES

The LANDLORD must—

- a) ensure that the premises are maintained in good repair; and
- b) if the landlord owns or controls the common areas relating to those premises, take reasonable steps to ensure that the common areas are maintained in good repair.

## 7. DAMAGE TO THE PREMISES

- a) The TENANT must ensure that care is taken to avoid damaging the rented premises.
- b) The TENANT must take reasonable care to avoid damaging the premises and any common areas.
- c) The TENANT who becomes aware of damage to the rented premises must give notice to the LANDLORD of any damage to the premises as soon practicable.

## 8. CLEANLINESS OF THE PREMISES

- a) The LANDLORD must ensure that the premises are in a reasonably clean condition on the day on which it is agreed that the TENANT is to enter into occupation of the premises.
- b) The TENANT must keep the premises in a reasonably clean condition during the period of agreement.

## 9. USE OF PREMISES

- a) The TENANT must not use or allow the premises to be used for any illegal purpose.
- b) The TENANT must not use or allow the premises to be used in such a manner as to cause a nuisance or cause an interference with the reasonable peace, comfort or privacy of any occupier of neighbouring premises.

## 10. QUIET ENJOYMENT

The LANDLORD must take all reasonable steps to ensure that the TENANT has quiet enjoyment of the premises.

## 11. ASSIGNMENT OR SUB-LETTING

- a) The TENANT must not assign or sub-let the whole or any part of the premises without the written consent of the LANDLORD. The LANDLORD's consent must not be unreasonably withheld.
- b) The LANDLORD must not demand or receive any fee or payment for the consent, except in respect of any fees, costs or charges incurred by the landlord in relation to the preparation of a written assignment of the agreement.

## 12. RESIDENTIAL TENANCIES ACT 1997

Each party must comply with the **Residential Tenancies Act 1997**.

(NOTE: Reference should be made to the **Residential Tenancies Act 1997** for further rights and duties)

## SCHEDULE OF ITEMS (See Clause 1)

### As per Condition Report

### ADDITIONAL TERMS

Any additional terms must also comply with the Unfair Contract Terms under the **Fair Trading Act 1999**.

**Contact Consumer Affairs Victoria on 1300 55 81 81 for further information**

**These additional terms do not take away any of the rights or duties included in the Residential Tenancies Act, 1997.**

- 1. USE OF THE PREMISES** - The **tenant** must primarily use the premises as a residence. If the **tenant** wants to use the premises as a residence and for an ancillary purpose, the **tenant** must first obtain the **landlord's** written consent. The **landlord** will not unreasonably withhold consent and in giving consent may impose reasonable terms and conditions.
- 2. UTILITY CHARGES** -
  - 2.1 The **landlord** is liable for the costs and charges set out in section 53(1) and (if applicable) section 54 of the **Residential Tenancies Act 1997**.
  - 2.2 The **tenant** is liable for the costs and charges set out in section 52 of the **Residential Tenancies act 1997**.
  - 2.3 If a service is damaged or disconnected because of the fault of the **landlord** or the agent or the fault of their contractors the **landlord** must have the service repaired or reconnected and pay the expense of doing so.
  - 2.4 If a service is damaged or disconnected because of the fault of the **tenant** or any person the **tenant** has allowed or permitted to be on the premises, the **tenant** must have the service repaired or reconnected and pay the expense of doing so.
  - 2.5 If the **tenant** disconnects or changes the supplier of a service, the tenant must pay any expense in connection with having the service disconnected and another service connected.
- 3. LANDLORD INSURANCE** - The **tenant** will not knowingly do or allow anything to be done on the premises that may invalidate the **landlord's** insurance policies or result in the premiums being increased above the normal rate. The **tenant** does not have to comply with this obligation until provided with a copy of the **landlord's** insurance policies.
  - 3.1 The **tenant** agrees to pay the **landlord** any excess amount charged as a result of accidental breakage of glass, toilet bowls and wash basins in the premises if the damage has been caused by the **tenant** or by a person the **tenant** has allowed or permitted to be on the premises. The obligation does not apply if the accidental breakage is caused by the **landlord**, agent, or their contractors.
- 4. CONTENTS INSURANCE** - It is the responsibility of the **tenant** to organise contents insurance for their belongings as the **landlords** Insurance does not cover the **tenant's** possessions. The **landlord** accepts no responsibility for stolen, misplaced or damaged personal belongings kept inside or outside of the rented premises.
- 5. OWNERS CORPORATION RULES** - The rules of an owners' corporation affecting the premises are attached to this tenancy agreement.
  - 5.1 The **tenant** will comply with the rules of the owners' corporation or any rules amending or superseding those rules, provided the amending or superseding rules are proved to the tenant.
  - 5.2 The **tenant** is not obliged to contribute to owners corporation capital costs or other owners corporation expenses that would, except for this clause, be payable by the **landlord**.

## 6. SMOKE ALARMS - save lives.

6.1 The **tenant** must conduct regular checks to ensure smoke detectors are in proper working order, if the **landlord**, the agent, or their contractors provides information to the **tenant** about how to conduct a check. *(Note: if the landlord engages a company to maintain the smoke alarms the tenant must provide access)*

6.2 The **tenant** agrees not to deactivate a smoke alarm or interfere with its operation in any way.

6.3 The **tenant** must immediately notify the **landlord** or the agent if a smoke detector is not in property working order.

6.4 The **tenant** should replace expired or faulty smoke detector batteries as required and in any event replace smoke detector batteries at the expiry of each 12 months of the term or periodic tenancy.

6.5 Replacement batteries must be new, or a reputable brand, and have suitable durability.

## 7. DAMAGE TO THE PREMISES - The **tenant** must take reasonable measure to ensure that anyone the **tenant** has allowed or permitted to be on the premises does not cause damage to the premises. This obligation does not extend to the **landlord**, the agent or their contractors.

7.1 The **tenant** must as soon as practicable notify the **landlord** or the agent of any blockages or defects in drains, water services, or sanitary systems. No item that could cause a blockage (including but not limited to feminine hygiene products, disposable nappies, or excessive amounts of toilet paper) may be flushed down the sewerage, septic, storm water, or drainage systems. The **tenant** must pay all reasonable expenses that are incurred in rectifying defects or blockages that are caused by the **tenant** or a person the **tenant** has allowed or permitted to be on the premises. This obligation does not extend to defects or blockages caused the **landlord**, the agent or their contractors.

7.2 The **tenant** will indemnify the **landlord** for any loss or damage caused to the premises by the **tenant** or a person the **tenant** has allowed or permitted to be on the premises. The indemnity does not apply to loss or damage caused by the **landlord**, the agent or their contractors.

7.3 The **tenant** will indemnify the **landlord** against liability for injury or loss sustained by any person or a person's property because of the negligence of the **tenant** or the negligence of a person the **tenant** has allowed or permitted to be on the premises. The indemnity does not apply to injury or loss caused by the **landlord**, the agent or their contractors.

## 8. DEFECTS - The **tenant** must notify the landlord or agent as soon as practicable upon becoming aware of any defects in the premises that might injure a person or cause damage to the premises.

## 9. LOCKS/ALARMS - The **tenant** may change the locks of the premises. If the **tenant** changed the locks, the **tenant** must give the **landlord** or the agent duplicate keys to the changes locks as soon as practicable.

9.1 The **tenant** may change the code of an alarm at the premises. If the code is changed, the **tenant** must advise the **landlord** or the agent of the changed code as soon as practicable.

## 10. FASTENERS, ANTENNAS & SIGNS - The **tenant** must obtain the **landlord's** or the agent's written consent before painting or affixing any sign or antenna or cabling to the inside or outside of the premise. The **landlord's** or the agent's consent is also required before any nail, screw, or other fastener or adhesive is affixed to the inside or outside of the premises. The **landlord's** or the agent's consent will not be unreasonably withheld but may be given subject to reasonable conditions. Reasonable condition includes (but are not limited to) removal of the item affixed when the tenancy is terminated or comes to an end and the making good or any damage caused to the premises by the installation or removal of that item.

## 11. FLAMMABLE LIQUIDS, KEROSENE HEATERS & VEHICLE & BOAT REPAIRS - The **tenant** must not store lubricants or flammable liquids (including but not limited to kerosene and motor fuels) at the premises.

11.1 The **tenant** must not service or repair a motor vehicle, motorcycle, or boat at the premises, excepting minor routine maintenance and cleaning (excluding greasing and oil changing).



11.2 The **tenant** must not use a kerosene heater at the premises

**12. STORAGE & REMOVAL OF WASTE/RUBBISH** - The **tenant** must store all rubbish and waste in appropriate receptacles with close fitting lids. Rubbish and/or waste receptacles must be kept in the place specifically provided for the purpose (if any). The **tenant** must have rubbish and waste regularly removed in accordance with the municipality's rubbish and waste removal timetables.

**13. WASHING** - If the **tenant** hangs washing outside or airs articles, the clothes line (if any) provided must be used. The **tenant** must not hang washing or air articles on common property, unless facilities for doing so are provided for the tenants' use. The **tenant** must use the facilities in the manner required by the owners' corporation.

**14. GARDENS (if applicable)**

**14.1** The **tenant** will maintain the garden (if any) of the premises including the lawn, trees, shrubs, plants, and garden beds in a neat and tidy condition, free of weeds and so far as is reasonably possible free of garden pests and properly watered (water restrictions if any permitting). When watering, the tenant must comply with restrictions, if any.

**14.2** If the garden is watered by a watering system and/or by tank water, the tenant will maintain the system and/or tank(s) in the state of repair and condition it or they were in at the start of the tenancy (fair wear and tear excepted). The tenant is not required to repair damage caused by the landlord, the agent, or their contractors.

**15. PETS** - The **tenant** must not keep any animal, bird or other pet on the premises without first obtaining the written permission of the **landlord** or the agent. Permission will not be unreasonably withheld. In giving permission, the **landlord** or the agent may impose reasonable condition. It is not unreasonable for the **landlord** or the agent to withhold permission if the rules of an owner's corporation prohibit pets being on common property or kept on the premises. If an occupant of the premises is blind, permission will not be required for the occupant to have a trained guide dog on the premises, unless permission must be obtained from an owner's corporation.

**16. LIGHT GLOBES** - The **tenant** must replace all damaged, defective, or broken light globes, spotlights, and/or fluorescent tubes (including starters) during the term, at the **tenant's** expense. This obligation does not extend to replacing light globes, spotlights, and/or fluorescent tubes (including starters) damaged, broken or made defective by the landlord or the agent or their contractors.

**17. IRONING** - The **tenant** agrees that they will not iron on the carpet/floor coverings. The **tenant** agrees if the carpet/floor coverings are damaged the **tenant** will pay the cost of the repair/replacement.

**18. OCCUPANTS** - The **tenant** agrees only the approved applicants will reside at the property and any alteration to this agreement must be requested in writing and approved by the **landlord**.

**19. BREACH OF FIXED TERM AGREEMENT** - This is a legally binding agreement for the period indicated in Item 4 of the schedule. If the **tenant** finds it necessary to terminate this Agreement prior to the lease expiry date indicated in Item 4 of the schedule the **tenant** agrees to provide the **landlord** or agent with written notice of their intention to vacate and the date the property will be vacant, comply with Item 10 and;

16.1 Continue to pay rent in accordance with the terms of the Tenancy Agreement until the commencement of a new tenancy approved by the landlord or the expiry of the current fixed term agreement, whichever occurs first.

16.2 Reimburse the **landlord** on a pro-rata basis for all costs incurred in securing a new tenant, including but not restricted to advertising, "for lease" board, internet listing and leasing fee.

**20. TENANT INTENDING TO LEAVE WHEN THE LEASE ENDS** - If the **tenant** intends to vacate the premises at the end of this Agreement, written notice of the **tenant's** intention to vacate must be given to the **landlord** or the agent 28 days before the tenancy comes to an end.

**21. TENANT REMAINING IN POSSESSION AFTER THE LEASE ENDS** If the **tenant** remains in occupation of the premises after the tenancy has come to an end and does not then enter into a fixed term lease, the **tenant** must



give written notice of intention to vacate the premises specifying a termination date that is not less than 28 days after the day on which the **tenant** gives notice to the **landlord** or the agent.

**22. LANDLORD REQUIRING THE PREMISES WHEN THE LEASE ENDS** If the **landlord** requires possession of the premises when the lease ends, the **landlord** will give the **tenant** a notice in the manner required by the **Residential Tenancies Act 1997**.

**23. CARPET CLEANING UPON VACATING** – If new carpet has been installed or the existing carpet professionally dry or steam cleaned at the commencement of the tenancy (and the **landlord** or agent has produced a copy receipt for payment, upon request), the **tenant** will have the carpet professionally dry or steam cleaned upon vacating the premises and provide the **landlord** or agent with a receipt for payment of the work.

**24. RETURN OF KEYS & OBLIGATION TO PAY RENT** -The **tenant** must return all the keys, security passes and remote controls to the **landlord** or the agent when the tenant vacates the premises. The **tenant's** obligation to pay the rent continues until the time the keys are returned, subject to the **landlord** taking reasonable steps to mitigate any loss by attempting to relet the premises. Leaving keys with neighbours, in letterboxes or posting them is not acceptable.

**25. PARKING** - The **tenant** acknowledges that parking is only allowed in the areas designated and must obtain their own parking permits if necessary. The **tenant** is aware that parking on the lawns is prohibited in every part of the rented premises, including the nature strip

**26. SMOKING** - The **tenant** acknowledges that the **landlord** prohibits smoking within the property and agrees to abide by this condition. Smoking is permitted on balconies or in courtyards provided cigarettes are extinguished and disposed of in a safe and responsible manner. Owner Corporation rules and regulations regarding smoking must also be adhered to.

**27. AMENDMENTS** - This Agreement may be amended only by an amended written Agreement signed by the **landlord** or their agent and the **tenant**.

**28. REPRESENTATIONS** – Representations made by the **landlord** or the **landlord's** agent and/or by the **tenant** that influenced either of them to enter into this tenancy agreement are recorded in the Schedule. The **landlord** or the **landlord's** agent and/or the **tenant** may have made other representations to each other, but those recorded in the Schedule/Additional terms attached to this agreement (if any) were decisive.

**29. CONSENT TO RECEIVE INFORMATION BY ELECTRONIC COMMUNICATION –**

29.1.1 For the purposes of sections 8(1) and 8(2) of the Electronic Transactions (Victoria) Act 2000 (Act) the **landlord** and the **tenant** each consent to information being given to them by means of an electronic communication

29.1.2 In this additional term, "electronic communication" has the same meaning as in section 3(1) of the Act and "information" has the same meaning as "giving information" in section 8(5) of the Act.

Signature of landlord/agent

Date

20/1/2017

Signature of tenant

Date

12/01/2017



### Disclosure by Tenant

I confirm that I/We have been given the opportunity to read, ask questions and consent to all of the additional terms that form part of this Agreement under the **Residential Tenancies Act 1997**.

Signature of tenant

  
.....

Date

12/01/2017  
.....

# Notice of Rent Increase

From the landlord

to tenants/ of rented premises

## Tenant Details

1. This notice is given to  
Ozjan Shukri  
Hilal Ozcan
2. Regarding the rented premises at  
20 FURLONG STREET  
CRAIGIEBURN 3064
3. Tenant/s address  
20 FURLONG STREET  
CRAIGIEBURN VIC 3064

## 8. Signature of agent



## 9. Name of agent signing this notice

RHEA TOKAVA  
True Property Management (Vic) Pty Ltd  
Suite 12.06, 401 Docklands Drive  
DOCKLANDS VIC 3008

## Landlord Details

4. Landlord's name  
Brett Hambrook  
Kaleah Hambrook
5. Address for serving documents  
Suite 12.06, 401 Docklands Drive  
DOCKLANDS VIC 3008
6. Contact telephone numbers are  
03 9001 1559 (BH)

## Rent increase amount and start date

10. I am giving you at least 60 days notice that I propose to increase the rent.  
The current rent is \$1300.00.  
The new rent is \$1369.00 per month and will commence on 21 February 2017.
11. If you consider this proposed rent is excessive, you can apply to the Director of Consumer Affairs Victoria within 30 days after this notice is given to investigate and report on the proposed rent, under section 45 of the Residential Tenancies Act 1997.
12. The landlord cannot increase your rent more often than once every 6 months.
13. If you want help with this notice, you can contact Consumer Affairs Victoria on 1300 55 8181.

## Service Details

7. This notice is given by  
Ordinary Post on 17 November 2016

## Tenant please note

- Telephone Interpreter Service

The Translating and Interpreting Service (TIS) is available by calling 131 450 (for the cost of a local call). Ask to be put through to an Information Officer at Consumer Affairs Victoria on 1300 55 8181.

Notice Number 2588519

## Rent increase investigation (no cost)

If you request an investigation, it must be in writing. You can apply for an investigation by ticking the box below, writing your daytime telephone number, and posting a copy of this form to: Director of Consumer Affairs Victoria, GPO Box 123, Melbourne 3001 or fax to 8684 6310. After your request has been received, a Residential Tenancies Inspector will contact you.

☐ Yes, the tenant/s apply for a rent increase investigation

Tenant/s daytime  
telephone number

*Privacy - Consumer Affairs Victoria (CAV) is bound by laws that protect your privacy concerning the collection, use and disclosure of your personal information. If you request a rent increase investigation, CAV will use the address and telephone details you have given on this form to contact you about carrying out the investigation, as we are required to do under section 45 of the Residential Tenancies Act 1997. If you confirm that you wish the investigation to proceed, a copy of the written rent assessment report will be given to both you and your landlord.*