

**Standard Form Contract
 for Sale of Real Estate in Tasmania (2025)**
The Particulars of Sale (2025)

The Standard Form Contract for Sale of Real Estate in Tasmania (2025) as approved for use by the Law Society of Tasmania and the Real Estate Institute of Tasmania is made up of two parts:

1. these agreed variables and non-standard clauses, known as "the Particulars of Sale (2025)"; and
2. the standard clauses known as "the Standard Conditions of Sale (2025)".

The Standard Conditions of Sale are adopted as part of the Contract by signature of the Particulars of Sale.

The parties may add special clauses in the Particulars of Sale, for instance to make their agreement subject to finance, sale, inspection, or other issues.

The Particulars of Sale may vary the Standard Form Contract. The Particulars of Sale have priority if there is any inconsistency with the Standard Conditions of Sale.

The drafting of the Particulars of Sale should make evident changes to the provisions of the Standard Form Contract.

Words defined in the Particulars of Sale have that meaning when used in the Standard Conditions of Sale.

WORDS	DEFINITION
Contract Date	The _____ day of _____ 20_____
Vendor (The seller of the Property)	Name: SHERIDAN ANNE BUCHANAN ABN: _____ Address: _____ Suburb: _____ State: _____ Postcode: _____ Email: _____ Phone: _____ Name: JOHN ROY BUCHANAN ABN: _____ Address: _____ Suburb: _____ State: _____ Postcode: _____ Email: _____ Phone: _____
Vendor's Solicitor or Conveyancer	Firm: _____ Person: _____ Email: _____
Purchaser (The buyer of the Property)	Name: _____ ABN: _____ Address: _____ Suburb: _____ State: _____ Postcode: _____ Email: _____ Phone: _____ Name: _____ ABN: _____ Address: _____ Suburb: _____ State: _____ Postcode: _____ Email: _____ Phone: _____
Purchaser's Solicitor or Conveyancer	Firm: _____ Person: _____ Email: _____

 Vendor
 Initials _____

 Witness
 Initials _____

 Purchaser
 Initials _____

 Witness
 Initials _____

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Property <i>(If part only, accurately describe part)</i>	The Vendor's property at: Street: <u>17 LESLIE PLACE</u> Suburb: <u>SOUTH LAUNCESTON</u> State: <u>TAS</u> Postcode: <u>7249</u> Property Identifier Number: <u>6622935</u> As described by Title Reference(s): <u>Volume 146372 Folio 1</u>
Chattels <i>(List the Chattels included in this sale or attach annexure)</i>	Fixed floor coverings, light fittings, fixed & fitted electric fittings, curtains, blinds & drapes,
Sale Price <i>(See Standard Condition 2)</i>	\$ _____
Deposit <i>(See Standard Condition 2)</i>	\$ _____
Deposit Holder <i>(See Standard Condition 2)</i>	<i>(Insert name of person or organisation that will hold the Deposit)</i> HARRISON AGENTS LAUNCESTON BSB: 017-042 ACC: 4748-90682
Deposit Payment Time <i>(See Standard Condition 2)</i>	Either <input type="checkbox"/> On the Contract Date or <input type="checkbox"/> Other date – (specify): <div style="border: 1px solid black; height: 20px; width: 500px;"></div>
GST Treatment <i>(See Standard Condition 11)</i>	Mark a box to indicate the GST Treatment. Either <input checked="" type="checkbox"/> The sale is not a taxable supply or <input type="checkbox"/> The Margin Scheme applies and the Sale Price includes GST or <input type="checkbox"/> The GST-free Going Concern concession applies and/or <input type="checkbox"/> The GST-free Farm Land concession applies and/or <i>If the treatment above does not apply:</i> <input type="checkbox"/> The Sale Price includes GST or <input type="checkbox"/> The Sale Price is plus GST
GST Withholding Treatment <i>(See Standard Condition 11)</i>	Mark a box to indicate the GST Withholding Treatment. Either GST Withholding not required because: <input checked="" type="checkbox"/> The sale is not a taxable supply, or <input type="checkbox"/> The sale is GST-free, or <input type="checkbox"/> The sale is not of new residential premises or potential residential land, or <input type="checkbox"/> The Property is potential residential land and the Purchaser is acquiring with a creditable purpose or GST withholding is required and the sale is: <input type="checkbox"/> wholly subject to GST withholding, or <input type="checkbox"/> only partly subject to GST withholding
Completion Date <i>(See Standard Condition 3)</i>	Either <input type="checkbox"/> The _____ day of _____ 20____ or <input type="checkbox"/> Another date (specify): <div style="border: 1px solid black; height: 20px; width: 500px;"></div>

 Vendor
 Initials _____

 Witness
 Initials _____

 Purchaser
 Initials _____

 Witness
 Initials _____


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Availability	On the Completion Date, the Vendor must make available to the Purchaser: Either <input type="checkbox"/> Vacant possession of the Property or <input checked="" type="checkbox"/> The right to receive rents and profits of the Property. A copy of the lease(s) is attached or <input type="checkbox"/> Other (specify): <div style="border: 1px solid black; height: 30px; width: 100%; margin-top: 5px;"></div>
Purchaser's Required Purpose (See Standard Condition 5)	Either <input type="checkbox"/> The Purchaser's Required Purpose termination right does not apply or The Purchaser may terminate this Contract and be refunded the Deposit (if paid) if there are any legal restrictions burdening the Property that may hinder or prevent the Purchaser from using the Property for the purpose of: <input type="checkbox"/> Vacant residential land, or <input type="checkbox"/> Residential dwelling, or <input type="checkbox"/> Other (specify): <div style="border: 1px solid black; height: 30px; width: 100%; margin-top: 5px;"></div>
Vendor Warranty (See Standard Condition 10)	The Standard Condition 10 exclusion of warranties applies: Either <input checked="" type="checkbox"/> Without qualification – the Property is sold “as is/where is” <input type="checkbox"/> Subject to any Additional Special Clause, the Vendor warrants that, as far as the Vendor is aware* or ought to have been aware, there are no outstanding completion certificates or occupancy permits required for existing buildings, statutory orders or permit conditions on the Property. *The Vendor is deemed to be aware if they performed, were responsible for or caused to be performed the relevant work. or <input type="checkbox"/> The Vendor warrants that to the best of the Vendor's knowledge the attached statement is accurate
Neighbourhood Disputes About Plants Act 2017 (Tas)	Is the Vendor aware of an application or order under the <i>Neighbourhood Disputes About Plants Act 2017</i> (Tas) been made in relation to the Property: Either <input type="checkbox"/> Yes - a copy of the application and any additional information filed with the relevant tribunal or the order is attached or <input checked="" type="checkbox"/> No
Strata Titles Act 1998 (Tas)	Is the Property subject to a strata scheme under the <i>Strata Titles Act 1998</i> (Tas)? Either <input type="checkbox"/> Yes <i>Note: If the Property is subject to a strata scheme, Purchasers should familiarise themselves with the scheme, including its levies, insurance coverage and financial position and the requirements of the Act. A guide to strata schemes is available at: https://nre.tas.gov.au/Documents/strata.pdf</i> or <input type="checkbox"/> No If the above selection is incorrect, then the Purchaser may terminate this Contract by notice to the Vendor given within seven (7) days after the Contract Date, and the Purchaser will be entitled to any deposit paid but neither party will be otherwise entitled to any compensation.
Cooling Off (See Standard Condition 21)	The cooling off provision of three (3) Business Days: Either <input type="checkbox"/> Applies or <input checked="" type="checkbox"/> Does not apply If no selection is made, the cooling off provision does not apply.

Vendor
Initials _____Witness
Initials _____Purchaser
Initials _____Witness
Initials _____

SPECIAL CLAUSES

Use Special Clauses to alter the Standard Conditions of Sale.

Finance Clause	<i>If this Contract is subject to finance, complete all relevant details below. All relevant details must be completed for the following clause to apply. The Purchaser is the party benefited by this condition precedent.</i>
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It is a condition precedent to the Purchaser's obligation to complete this Contract, that within the Finance Period, the Financier approves a loan of the Finance Amount, on terms acceptable to the Purchaser acting reasonably.

Finance Amount	(Insert amount) \$ _____
Financier	(Insert name) _____
Finance Period	(Complete) Until the _____ day of _____ 20 _____ or (Insert number) _____ days from the Contract Date or _____

Subject to Sale Clause	<i>If this Contract is subject to the signing and/or settlement of the sale of the Purchaser's Property, complete all relevant details below. All relevant details must be completed for the following clause to apply. The Purchaser is the party benefited by these conditions precedent.</i>
Purchaser's Property	(Insert address) _____ Suburb _____ State _____ Postcode _____

- **Subject to Contract:** It is a condition precedent to the Purchaser's obligation to complete this Contract, that within the nominated Contract Selling Period, the Purchaser obtains a contract for the sale of the Purchaser's Property that is free of any unsatisfied condition precedent. The Purchaser must offer the Purchaser's Property for sale for no more than the Maximum Asking Price.

Contract Selling Period	Either <input type="checkbox"/> Not applicable or By the _____ day of _____ 20 _____ or within _____ days from _____
Maximum Asking Price	(Insert amount) \$ _____

- **Subject to Completion:** It is a condition precedent to the Purchaser's obligation to complete this Contract, that a sale of the Purchaser's Property is completed on or before the nominated for Sale Settlement Deadline.

Sale Settlement Deadline	Either <input type="checkbox"/> Not applicable or The _____ day of _____ 20 _____ or within _____ days from _____
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 Vendor
 Initials _____

 Witness
 Initials _____

 Purchaser
 Initials _____

 Witness
 Initials _____

Inspection Clause	<i>If this Contract is subject to a building inspection. All relevant details must be completed for the following clause to apply.</i>
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The Purchaser may have reasonable access to the Property during the Building Inspection Period to inspect buildings and other improvements on the property personally or by agents, at the Purchaser's cost.

If, strictly within the Building Inspection Period, the Purchaser serves on the Vendor:

- a copy of a report, by a building inspector holding professional indemnity cover for that work or a licenced Building Services Provider under the *Occupational Licensing Act 2005* (Tas), both:
 - specifying one or more defects in buildings and other improvements on the Property; and
 - certifying that the defects are likely to cost more to remedy than the Defect Limit; and
- notice that the Purchaser terminates this Contract in response to that report,

then the parties' obligations under this Contract end and the Purchaser is entitled to a refund of the Deposit, but neither party is otherwise entitled to compensation.

Building Inspection Period	(Complete) until the _____ day of _____ 20_____ or (Insert number of days) _____ days from _____
Defect Limit	Either _____ per cent of the Sale Price or \$ _____

Shorter Period Clause	<i>If selected below the Vendor may shorten the period to satisfy Special Clauses.</i>
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The Vendor may, by notice in writing to the Purchaser, shorten to two (2) Business Days after the day on which that notice is given the period for satisfying:

Either	<input type="checkbox"/> all of the special clauses to this Contract
or	<input type="checkbox"/> the following special clauses
	<div style="border: 1px solid black; height: 100px; width: 100%;"></div>
or	<input type="checkbox"/> the Shorter Period Clause does not apply

Additional Special Clauses are annexed ☐

(Complete if there are attachments) The attached _____ annexure page(s) are part of this Contract.

Subject to these Particulars of Sale, the Standard Conditions of Sale:

- allow the Purchaser to terminate without penalty within a cooling off period; and
- provide for sale as is/where is, without promises about physical condition, permits or certificates.

Vendor Initials _____ Witness Initials _____ Purchaser Initials _____ Witness Initials _____

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2. the standard clauses known as "the Standard Conditions of Sale (2025)".

The Standard Conditions of Sale are adopted as part of the Contract by signature of the Particulars of Sale.

The parties may add special clauses in the Particulars of Sale, for instance to make their agreement subject to finance, sale, inspection or other issues.

The Particulars of Sale may vary the Standard Form Contract and will have priority if there is any inconsistency with the Standard Conditions of Sale.

The drafting of the Particulars of Sale should make evident changes to the provisions of the Standard Form Contract.

Words defined in the Particulars of Sale have that meaning when used in the Standard Conditions of Sale.

1 Agreement to sell and buy

- (a) The Vendor agrees to sell, and the Purchaser agrees to buy, free from encumbrances, the Property and the Chattels.

2 Sale Price and Deposit

- (a) The Sale Price is payable as follows:
 - (i) the Deposit, to the Deposit Holder as stakeholder at the Deposit Payment Time; and
 - (ii) the balance, either in cash or by a cheque drawn by a bank, on the Completion Date.
- (b) The Vendor may require the Purchaser to pay the balance of the Sale Price by providing up to three cheques drawn by a bank made out to payees nominated by the Vendor, at no cost to the Vendor.

3 Completion

- (a) The parties must complete this Contract on the Completion Date.
- (b) On the Completion Date the Vendor must deliver to the Purchaser the documents of title to the Property and possession of the Chattels.
- (c) On the Completion Date the Purchaser must:
 - (i) pay all money payable on the Completion Date under this Contract;
 - (ii) authorise release of the Deposit held by the Deposit Holder; and
 - (iii) satisfy all the Purchaser's other obligations under this Contract due to be performed on or before the Completion Date.
- (d) No later than two (2) Business Days prior to completion the Vendor must supply to the Purchaser all the information relating to the Vendor and to the Property required by the Purchaser for assessment and payment of duty on and registration of the transfer of the title to the Property and the Chattels (including without limitation a Transferor (Vendor) Transaction Certificate in the form prescribed by the Tasmanian State Revenue Office).
- (e) Notwithstanding any other term of this Contract the Purchaser will not be obliged to complete the Contract any earlier than two (2) Business Days after the date the information required in clause 3(d) is provided.

4 Conditions precedent to completion

- (a) The party benefited by a condition precedent ("benefited party") must use all reasonable endeavours to satisfy the condition precedent within the period specified for that condition precedent ("specified period").
- (b) The benefited party may:
 - (i) within the specified period give notice to the other party the condition precedent has been satisfied or is waived; or
 - (ii) if the condition has not been satisfied, give notice to that effect to the other party, and the benefited party may at that time also give notice terminating the Contract.
- (c) If the benefited party does not give a notice under clause 4b)i) or does not terminate the Contract under clause 4b)ii), the other party may, after the specified period, terminate the Contract by notice to the benefited party.
- (d) If this Contract is terminated under this clause 4 then each party:
 - (i) is then released from their obligation to further perform the Contract;
 - (ii) must authorise the Deposit Holder to return the Deposit paid to the Purchaser; and
 - (iii) retains the rights they have against the other party because of a prior breach.

5 Purchaser's Required Purpose

The term "legal restrictions burdening the Property" does not include:

- (a) restrictions imposed by law at the Contract Date that no longer exist at the Completion Date,
- (b) restrictions that are disclosed in the Particulars of Sale,
- (c) restrictions applicable to use of all property in Tasmania, or
- (d) the requirement for completion certificates,

but otherwise includes restriction by an easement, a covenant, a requirement or order of a statutory body, or a statutory planning agreement, planning scheme or planning permit or the requirement for an occupancy permit/certificate for any building on the Property which requires such a permit/certificate at the Contract Date.

6 Ownership and risk

- (a) Ownership of the Property and the Chattels passes on completion.
- (b) Risk of accidental damage in the Property and the Chattels passes as at the earlier of:
 - (i) the date of possession; and
 - (ii) the date of completion.

7 Removal of goods

- (a) Before completion the Vendor must remove from the Property all items not included in the sale.
- (b) The Vendor cannot claim from the Purchaser for items left on the Property for more than seven (7) days after written notice from the Purchaser to the Vendor to remove them. That notice will not be effective if served before completion.
- (c) The Vendor must indemnify the Purchaser against all claims made against the Purchaser about items not included in the sale, but left on the Property after completion.

8 Easements and covenants

Except as the Contract otherwise provides, the Purchaser accepts the Property:

- (a) together with all easements and covenants benefiting it, and
- (b) subject to all easements and covenants that are:
 - (i) registered,
 - (ii) apparent from an inspection of the Property, or
 - (iii) disclosed in this Contract, and
- (c) the Purchaser can not object to any of the above easements or covenants.

9 Title warranties

The Vendor warrants to the Purchaser that, at completion:

- (a) the Vendor will provide a good marketable documentary title to the Property;
- (b) the title to the Chattels will not be encumbered in any way;
- (c) the Chattels and the Property will either be the Vendor's absolute property, or the Vendor will have the power to require a transfer of the title to the Purchaser; and
- (d) the Property will be free from charges payable to any authority for anything that has occurred before the Contract Date.

10 Other warranties

- (a) The Vendor warrants to the Purchaser that, at completion the Property and the Chattels will be at least as clean, tidy and in good repair as when last inspected by the Purchaser prior to this Contract.
- (b) Except as otherwise agreed in the Contract or as required by law, the Property is sold "As Is/ Where Is" and, the Vendor makes no legally binding warranty, description, or representation of any kind as to:
 - (i) the physical nature of the Property; or
 - (ii) the Property having any permits or certificates of completion or occupancy.

11 Taxation

11.1 Goods and Services Tax (GST)

- (a) If the sale is not a taxable supply, the Vendor warrants:
 - (i) the supply is not in the course or furtherance of an enterprise carried on by the Vendor; or
 - (ii) the Vendor is neither registered, nor required to be registered, for GST; or
 - (iii) the supply is of residential premises and not new residential premises.
- (b) If the Margin Scheme applies, the Vendor warrants that the Vendor did not acquire the Property through a supply that was ineligible for the margin scheme.
- (c) If GST-free Going Concern concession applies:
 - (i) the Purchaser warrants that the Purchaser will be and remain registered for, GST at completion; and
 - (ii) the Vendor warrants that the Vendor will be and remain registered for, GST at completion and will carry on the going concern enterprise until completion.
- (d) If GST-free Farm Land concession is applies:
 - (i) the Purchaser warrants that the Purchaser will be, and remain registered for, GST at completion; and
 - (ii) the Vendor warrants that the Vendor will be, and remain registered for, GST at completion; and
 - (iii) the Vendor warrants that the Property is land on which a farming business has been carried on for at least the period of 5 years preceding completion; and
 - (iv) the Purchaser warrants that the Purchaser intends that a farming business be carried on, on the land.
- (e) If the above clauses do not apply and the Sale Price is plus GST:
 - (i) the Purchaser must, in addition to the Sale Price, also pay to the Vendor the amount of any GST payable by the Vendor at the same time and in the same manner as the Sale Price; and
 - (ii) the Vendor must give the Purchaser a valid tax invoice; and
 - (iii) the Purchaser is not required to pay to the Vendor any GST until the Vendor gives the Purchaser a valid tax invoice.
- (f) If the above clauses do not apply and the Sale Price includes GST, the Vendor must at completion give the Purchaser a valid tax invoice for the amount of any GST payable by the Vendor.
- (g) If the parties have not specified in the particulars whether the Sale Price is plus GST or includes GST:
 - (i) the Sale Price includes GST if the supply is not a taxable supply or is an input taxed supply of residential property; and
 - (ii) the Sale Price is plus GST in any other circumstance and clause 11.1e) applies.
- (h) Any reimbursement or contribution for a liability or outgoing incurred by the other party is net of any input tax credit to which the other party is entitled and the other party will give the reimbursing or contributing party an invoice or valid tax invoice (as applicable).
- (i) If an adjustment event occurs in relation to a taxable supply under this Contract, the supplier must issue an adjustment note within five (5) Business Days and the recipient must make any payment in consequence of that adjustment event within five (5) Business Days of receipt of that adjustment note.

11.2 Goods and Services Tax (GST) Withholding

- (a) If GST withholding is not required, the Purchaser is not required to make a payment to the Commissioner.
- (b) If GST withholding is required:
 - (i) the Purchaser must withhold from the Sale Price the amount the Purchaser must pay to the Commissioner as required for GST withholding;
 - (ii) the Purchaser must lodge with the Commissioner the approved forms; and
 - (iii) the Purchaser must deliver to the Vendor a cheque drawn by a bank for the amount to be paid to the Commissioner together with the GST withholding payment advice provided by the Commissioner at the same time and in the same manner as the Sale Price or at such earlier time as required by law; and
 - (iv) the Vendor must deliver to the Commissioner that cheque and GST payment advice as soon as practicable.
- (c) If the Property is potential residential land and the Purchaser is acquiring with a creditable purpose, the Purchaser gives notice to the Vendor that the Purchaser will be and remain registered for GST at completion and is acquiring the Property for a wholly creditable purpose.
- (d) If the Sale is only partly subject to GST Withholding, the Vendor may give to the Purchaser at least three (3) Business Days prior to the to Completion Date a notice specifying the reduced amount that the Purchaser must pay to the Commissioner.

- (e) If no GST Withholding Treatment is indicated, the Vendor must give written notice of the GST Withholding Treatment to the Purchaser required by law at least three (3) Business Days prior to the Completion Date or at such earlier time as payment to the Commissioner is required.
- (f) Where the Vendor or the Purchaser provides written notice required by law that is separate from this Contract, the party providing that notice warrants that the contents of that notification is accurate.
- (g) The Vendor is responsible for any penalty and interest arising in respect of the late payment of an amount to be paid to the Commissioner under this clause.
- (h) This Contract is written notice pursuant to, and subject to, section 14-250 or section 14-255, Schedule 1 of the *Taxation Administration Act 1953* (Cth).

11.3 Capital Gains Tax (CGT) Withholding

- (a) The Purchaser is not required to withhold and make a payment to the Commissioner on account of possible income tax payable by the Vendor:
 - (i) if the transfer is exempt under a legislative instrument in force at completion;
 - (ii) if the transaction is excluded under the provisions in force at completion; or
 - (iii) in respect of a Vendor, if that Vendor gives the Purchaser a clearance certificate which is in force at completion.
- (b) If the Purchaser is required to withhold and make payment to the Commissioner:
 - (i) the Purchaser must withhold from the Sale Price the amount the Purchaser must pay to the Commissioner;
 - (ii) the Purchaser must lodge with the Commissioner the approved forms;
 - (iii) the Purchaser must deliver to the Vendor a cheque drawn by a bank for the amount to be paid to the Commissioner together with the CGT withholding payment advice provided by the Commissioner at the same time and in the same manner as the Sale Price or at such earlier time as required by law; and
 - (iv) the Vendor must deliver to the Commissioner that cheque and CGT withholding payment advice as soon as practicable.
- (c) If the Vendor gives the Purchaser at least three (3) Business Days prior to the Completion Date:
 - (i) a clearance certificate, the Purchaser must not withhold or
 - (ii) a certificate of varied amount to withhold, the Purchaser must withhold and pay to the Commissioner that varied amount.
- (d) If a certificate of varied amount to withhold is conditional, the Vendor warrants to the Purchaser that at completion those conditions are satisfied.
- (e) Where there are multiple vendors or multiple purchasers, each Vendor and each Purchaser will use best endeavours to determine the amount the Purchaser is to pay to the Commissioner.
- (f) The Vendor is responsible for any penalty and interest arising in respect of the late payment of an amount to be paid to the Commissioner under this clause.
- (g) This Contract is subject to section 14-200 to section 14-235 (inclusive) of Schedule 1 of the *Taxation Administration Act 1953* (Cth).

11.4 General

- (a) Where the Purchaser is required to make a payment to the Commissioner under the law, the balance of the Sale Price payable by the Purchaser to the Vendor is reduced by the amount of those payments to the Commissioner.
- (b) Where there are multiple Purchasers, each purchaser will in accordance with that Purchaser's interest on title draw a separate cheque drawn by a bank for the amount to be paid to the Commissioner.
- (c) Where one party makes a warranty to the other party under this clause, that party also indemnifies the other party for all liability, costs and expenses that result from the breach of that warranty.
- (d) If the Purchaser makes a nomination pursuant to clause 13 of this Contract the nominee must comply with the Purchaser's obligations under this clause.
- (e) A word defined or used in *A New Tax System (Goods and Services Tax) Act 1999* (Cth) or the *Taxation Administration Act 1953* (Cth) has that meaning when used in this clause.

12 Payment and apportionment of charges

- (a) The Vendor must pay all land tax, rates, contributions to any body corporate related to the Property, charges and assessments charged, or to be charged, against the Property ("the Charges") for the period ending on the 30th of June after completion ("the Adjustment Period").
- (b) The Charges for the Adjustment Period must be apportioned as at the earlier of:
 - (i) the date of possession; and
 - (ii) the date of completion.
- (c) Any rebate, indemnity or concession available to the Vendor must be ignored when calculating the Charges, unless the rebate, indemnity or concession reduces a Charge to zero, in which case there must be no apportionment of that Charge.
- (d) Land tax must be apportioned as if the Property were the Vendor's only Tasmanian land.
- (e) Unless the Purchaser is a foreign person as defined in the *Land Tax Act 2000* (Tas), land tax must be apportioned as if the Vendor is not such a foreign person.
- (f) If the Property is not separately assessed for land tax, then for the purposes of apportioning land tax as between the Vendor and the Purchaser the amount of land tax to be apportioned is to be determined on an area basis using the single rate of land tax payable on the land the subject of the Property Identifier Number of which the Property forms part.

13 Nominee

- (a) The Purchaser may nominate, in writing, other persons or corporations to complete this Contract. The Purchaser must provide the Vendor with a copy of any nomination made under this Contract.
- (b) The Purchaser remains personally liable to the Vendor to perform all the Purchaser's obligations under this Contract regardless of any nomination.

14 Requisitions

The Vendor must answer the Purchaser's valid questions about the Vendor's ownership rights and contract obligations, including the "Law Society of Tasmania Standard Property Questions (2023)".

15 Joint and several liability

Each person or corporation named as comprising a party to this Contract is liable both jointly and severally.

16 Rights after completion

After completion:

- (a) clause 9 continues to apply;
- (b) the Purchaser retains the benefit of title warranties to the Chattels, the Vendor's Warranty in the Particulars of Sale and the Vendor's obligations in clause 7(a); and
- (c) each party retains the benefit of all provisions requiring or contemplating that the other party must do something after completion.

17 Boundary fences

- (a) The Purchaser cannot require the Vendor to contribute to the cost of erecting or repairing a dividing fence or wall between the Property and any adjoining land and owned by the vendor.
- (b) The Purchaser indemnifies the Vendor against all claims of that kind.

18 Notices

- (a) Unless this contract otherwise requires, a party may serve notices in other ways but a notice given by one party to the other is properly given if:
 - (i) signed by any one or more persons or companies constituting the party giving the notice, or their solicitor or conveyancer, and
 - (ii) given to the receiving party or their solicitor or conveyancer, either
 - (1) personally; or
 - (2) by post to, or left at, the receiving party's address shown on this Contract; or
 - (3) by post to, or left at, the office of the receiving party's solicitor or conveyancer; or
 - (4) by email sent to an email address the recipient has, in the course of this transaction, nominated, acknowledged or used.

- (b) A notice is properly given if given to any one or more of the persons or companies constituting the receiving party for all of them.
- (c) A notice is taken to be received:
 - (i) if hand delivered, on delivery;
 - (ii) if sent by prepaid post, five days after the date of posting;
 - (iii) if sent by email, when the email becomes capable of being retrieved by the recipient at an electronic address nominated, acknowledged or used by the recipient.

19 Time

In this Contract:

- (a) when a period dated or calculated from a given day, act, or event, is prescribed or allowed for any purpose, that period excludes that day, or the day of that act or event, as the case may be;
- (b) time extends until the next Business Day if the time for doing something falls on a day other than a Business Day;
- (c) a "Business Day" is a day other than a Saturday, Sunday, or a statutory holiday (as defined in the *Statutory Holidays Act 2000* (Tas)) applicable to an area in which any part of the Property is located; and
- (d) only Business Days are counted for periods shorter than seven (7) days specified in this Contract.

20 Default

- (a) After the Completion Date, a party may, by fourteen (14) days notice to the other, make the time for completion essential so that failure to complete will constitute a fundamental breach of this Contract justifying termination.
- (b) If the Purchaser fails to complete the Contract in accordance with its terms then, unless the failure is due to the Vendor's wilful default, on termination of the Contract:
 - (i) the deposit is forfeited to the Vendor; and
 - (ii) in addition to any other remedies available:
 - (1) the Vendor may resell the Property and the Chattels in any manner and on any terms the Vendor chooses;
 - (2) the Vendor may claim any loss on resale from the Purchaser as liquidated damages; and
 - (3) any profit on resale will belong to the Vendor.

21 Cooling Off

If the Particulars of Sale provides that the cooling off period applies, the Purchaser may terminate this Contract, by serving on the Vendor notice of termination within three (3) Business Days of when this Contract is made, and then:

- (a) the obligations of the parties to complete ends; and
- (b) the Purchaser will be entitled to the return of any deposit paid but neither party will be otherwise entitled to any compensation.

22 Execution

- (a) The parties consent to the execution of the Contract by the use of digital signature or a visual representation of a person's handwritten signature or mark by electronic or mechanical means ("Electronic Signature").
- (b) Where the Contract is electronically signed by or on behalf of a party the party warrants and agrees that the Electronic Signature is conclusive as to the identity of the person signing and their intention to be bound by the Electronic Signature.
- (c) Each party consents to the exchange of counterparts of this Contract by delivery by email or such other electronic means as may be agreed in writing.

By signature the parties confirm:

- they have read these Particulars of Sale and the Standard Conditions of Sale 2025,
- their intention to be bound by this Contract for the sale of real estate, and
- they had the opportunity to take necessary advice before signing the Particulars of Sale.
- the Standard Conditions of Sale 2025 form part of this contract

Vendor Signature _____

in the presence of: *Witness Signature* _____

Name, Address, Occupation of Witness

Vendor Signature _____

in the presence of: *Witness Signature* _____

Name, Address, Occupation of Witness

Purchaser Signature _____

in the presence of: *Witness Signature* _____

Name, Address, Occupation of Witness

Purchaser Signature _____

in the presence of: *Witness Signature* _____

Name, Address, Occupation of Witness

Agent Commission _____ Other Charges _____ Deposit held: _____ Certified true copy by _____

SEARCH OF TORRENS TITLE

VOLUME 146372	FOLIO 1
EDITION 3	DATE OF ISSUE 02-Dec-2016

SEARCH DATE : 30-Jun-2025

SEARCH TIME : 02.41 PM

DESCRIPTION OF LAND

City of LAUNCESTON

Lot 1 on Plan 146372

Derivation : Part of 164 acres granted to William Effingham
Lawrence

Derived from A20577

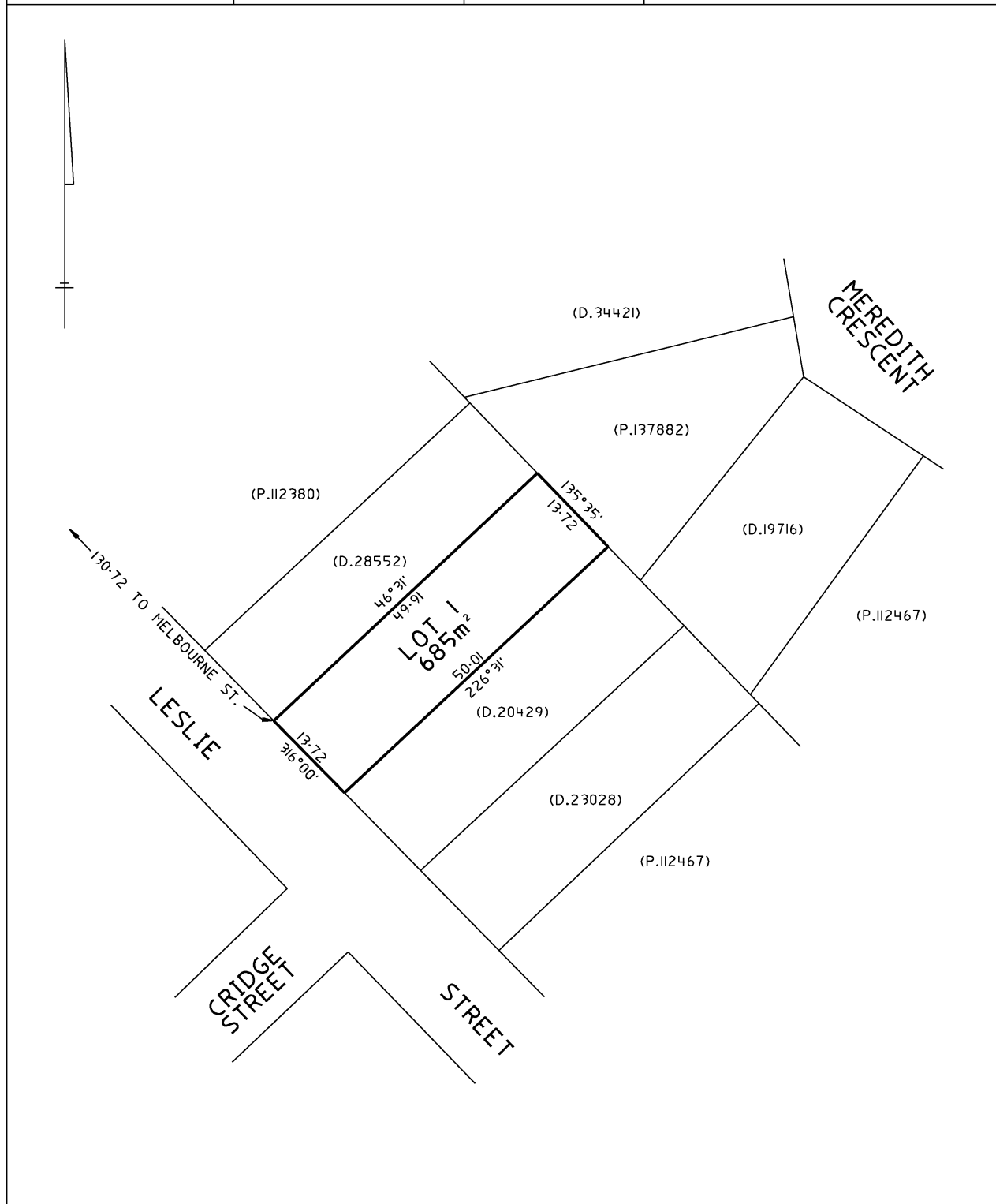
SCHEDULE 1M598722 TRANSFER to SHERIDAN ANNE BUCHANAN and JOHN ROY
BUCHANAN Registered 02-Dec-2016 at noonSCHEDULE 2

Reservations and conditions in the Crown Grant if any

E73603 MORTGAGE to Victoria Teachers Limited Registered
02-Dec-2016 at 12.01 PMUNREGISTERED DEALINGS AND NOTATIONS

No unregistered dealings or other notations

OWNER LAND TITLES ACT 1980 FOLIO REFERENCE A.20577 GRANTEE PART OF 164ac GTD. TO WILLIAM EFFINGHAM LAWRENCE		PLAN OF TITLE LOCATION CITY OF LAUNCESTON FIRST SURVEY PLAN No. 9/355 D.O. COMPILED BY L.D.R.B. SCALE 1: 500 LENGTHS IN METRES		Registered Number P.146372 APPROVED 14 MAR 2006 <i>Alice Kawa</i> Recorder of Titles
MAPSHEET MUNICIPAL CODE No. 120(504154)	LAST UPI No 5425933	LAST PLAN No.	ALL EXISTING SURVEY NUMBERS TO BE CROSS REFERENCED ON THIS PLAN	



Residential Tenancies Act 1997 RESIDENTIAL TENANCY AGREEMENT

This Agreement is set out in 5 parts:

- Part 1 – Terms & conditions of the agreement
- Part 2 – Condition Report in respect of the residential premises
- Part 3 – Pet agreement (if applicable)
- Part 4 – Annexure 2 – Cleaning Checklist
- Part 5 – Lease Break Conditions **FORM 11**

IMPORTANT NOTES ABOUT THIS AGREEMENT

1. The tenant is entitled to have time to read this agreement and to obtain appropriate advice if necessary.
2. The owner or the owner's agent must give the tenant a copy of this agreement.

TERMS & CONDITIONS OF AGREEMENT

Item 1 - **THIS AGREEMENT** is made on **08.03.2017** in Tasmania

Item 2 - **PREMISES: 17 Leslie Street, SOUTH LAUNCESTON, 7249**

The owner gives the tenant the right to occupy the premises and the following parking space and storeroom (write N/A if not needed).

The premises are ☒ unfurnished ☐ furnished - the furniture and furnishings set out in the condition are included

Item 3 - **BETWEEN OWNER/AGENT: @Home Property Management on behalf of the Owner, 116 St John Street, Launceston 7250**

Item 4 - **AND TENANT: Catherine Wheatley**

(Name/s) Other people who will ordinarily live at the premises may be listed here (write N/A if not needed):
n/a

No more than 1 person may ordinarily live in the premises at any one time. Number of Adults **1** Number of Children **0**. Anybody who resides at the premises on a regular basis must be approved to reside at the property prior to occupancy. The owner has the right to decline additional occupants.

ADDITIONAL TERM – APPROVED TENANTS: The tenant agrees:

- 4.1 that only the persons listed as approved tenants on the Tenancy Agreement may reside at the premises
- 4.2 that no part of the premises can be part-rented or licenced out for financial reward during the tenancy term without
- 4.3 the written consent of the owner/agent.
- 4.4 that the tenant is not to use the services of AirBNB, Stayz, Gumtree or any other similar entities for the purposes of advertising the rented property without the written consent of the owner/ agent.

Item 5 - **PETS**

If the owner consents to pets being kept at the premises a **Pet Agreement (Form 002B)** must be entered into by the tenant/s and owner/agent and form part of the tenancy agreement.

Item 6 - **PERIOD/TERM:**

This agreement is for a fixed period commencing on **10/03/17** and expiring on the **10/03/18**

Item 7 - **RENT:**

The rent is **\$260.00 per week payable fortnightly** on or before the due date. The tenant agrees to always pay one period (2 weeks) in advance without deduction and must allow 2 working days for EFT payments to clear.

Payment must be made by the following method **Auto Direct Deposit using the assigned rent code for all transfers.**

Item 8 - **BOND:**

A rental bond of **\$1040.00** must be paid by the tenant to the owner or the owner's agent on or before signing this agreement. The bond will be lodged by the agent with the RDA (Rental Deposit Authority) as required by law.

Initials: 

Item 9 - URGENT REPAIRS

In the event that urgent repairs are required and the owner cannot be contacted in relation to the following services, the tenant must use the following contractors. In the event that the listed preferred contractor cannot be contacted the tenant can arrange a qualified, licensed tradesperson:

Electrical:	Tones Electrical	0438 272 241
Plumbing:	Premium Plumbing & Gas Fitting	6330 3533 / 0457 728 033
Glazier:	O'Briens Glass	1800 824 133
Locksmith/Alarms:	Jackson Security	6331 7644
	Premier Locksmiths	0409 956 064

The tenant agrees that if the contractor or agent confirms that the nature of any call out is not considered to be an emergency in accordance with the Residential Tenancy Act or the fault was due to neglect or omission by the tenant or the tenants visitors or the fault is related to a fuse, safety switch (power overload due to a faulty appliance) the tenant may be responsible for the call out and repair.

Tenants are generally responsible for replacing common items such as: regular light globes and fuses. Glass breakage is also a tenant responsibility unless it is determined to be caused by vandalism or break-in. In this case, a police report must be made and the report number supplied to the agent.

Item 10 - **A LIST OF FURNITURE AND CHATTELS:** (if any) as set out here or as in the attached schedule (Condition Report and/or Inventory List)

Item 11 - **SPECIAL CONDITIONS:**

OPERATIVE PART

This Agreement is made on the date referred to in item 1 of this Schedule between the persons described in item 3 of this Schedule as the owner, which includes their successors and assigns of the one part and the persons described in item 4 of the Schedule as the tenant, which includes their successors and assigns of the other part.

1. TENANCY AGREEMENT

1.1 Acceptance

The owner leases to the tenant and the tenant accepts the lease of the premises situated at the address referred to in item 2 of the Schedule together with the furniture and chattels (if any) referred to in item 10 of the Schedule for use as a private dwelling to be occupied by not more than the number of persons referred to in item 4 of the Schedule upon the terms and conditions set out in the agreement.

1.2 Rental amount

The rent is the amount referred to in item 7 of the Schedule, payable one period in advance (minimum of 2 weeks in advance) on the dates referred to in item 7 of the Schedule without any deductions whatsoever.

1.3 Period/Term

The initial period/term of the agreement is the period/term referred to in item 6 of the Schedule. A renewal may be negotiated in advance of the expiry if the owner and tenant agrees in writing.

1.4 Possession

The tenant is given possession of the premises on that date stated in this agreement or the date the current occupant of the premises vacates the premises, whichever is later.

Initials 

2. THE TENANT'S OBLIGATIONS

2.1 Rent

The tenant agrees to pay the rent punctually without any deductions or legal and equitable set-off one rental period in advance or as subsequently varied to the owner or owner's agent referred to in item 7 of the Schedule or at any other place, which you may from time to time be directed. If the tenant fails to pay rent 14 days in advance a Notice to Vacate will be served to the tenant providing 14 days to pay rent in full or vacate the property. If rent is still outstanding when the tenant has vacated the property any outstanding amounts will be lodged with a collection agency or tenant database and the tenant will be responsible for all debt recovery expenses incurred. The tenant agrees to contact the owner's agent should they not be able to pay rent by the due date.

The tenant shall not fail or refuse to pay any rent due under this agreement with the intention that the amount of such rent may be recovered by the owner for the security bond.

2.2 Water Consumption

The tenant agrees to pay all water consumed during the tenancy applicable to the premises together with any disbursement charges for issuing each account or reading.

2.3 Security Bond

The tenant shall deposit with the owner a security bond of the amount referred to in item 8 of the Schedule to secure the tenant's compliance with the agreement and as security to compensate the owner for any breach or default by the tenant in respect of this agreement including and without limiting the generality of the foregoing, any charges for electricity, gas, oil, water consumption, cleaning, rubbish removal, carpet cleaning, pest control and cost of repairs to the premises or the chattels arising out of damage or neglect by the tenant or for any other monies owing by the tenant to the owner.

2.4 Pets

The tenant shall not keep any animal of any species in or about the premises without the prior written permission of the owner.

2.5 Property Condition Report

The owner/agent will prepare and provide to the tenant a property condition report that describes the condition of the property and any inventory at the commencement of the agreement.

The tenant agrees to return to the owner (noting any variations) a signed copy of the property condition report within three (3) business days after its receipt. Failure to do so will deem the property condition report forwarded to the tenant to be the only evidence of the premise's condition at the time that the tenant took possession of the premises. When the property condition report and/or inventory is signed by all parties it shall be conclusive evidence of the accuracy of the description of the premises and its' contents.

2.6 Services

The tenant agrees that they must pay all charges in respect to gas, water usage electric light and power, telephone calls, internet, rental and installation and all other charges levied by any competent authority providing services to or on behalf of the tenant, including charges for reading meters and issuing accounts for gas, electricity or water consumed by the tenant.

2.7 Telephone Service

The tenant agrees to do all things necessary to retain and maintain the telephone service to the premises during the term of the agreement if existing at the commencement of the agreement.

2.8 Strata Company

The tenant agrees to comply with all the rules and by-laws governing the use of the premises and the common areas issued by the owner, strata company or strata council that exist or reasonably introduced by the strata/body corporate from time to time.

Initials

2.9 Tenant to keep premises clean

The tenant shall keep the premises in a clean and sanitary condition and free from dirt, oils, grease, mould, insects and vermin.

2.10 Pest Control

The tenant agrees to keep the property in a condition not to encourage vermin and to assume the responsibility for all costs in the eradication of vermin, spiders, scorpions, fleas and any other invasive pests.

2.11 Maintenance of Chattels

The tenant agrees to keep all floors, floor coverings, walls ceilings, windows (including glass), window treatments, doors (including glass if any), light fittings, fixtures & fittings, bells, furniture and chattels and all household effects in the same condition as they were at the commencement of this agreement and in accordance with the property condition report (fair wear and tear excepted).

The tenant agrees to make good, repair or restore or (at the option of the owner) to pay for all such of the articles of furniture and effects that may be broken, lost, damaged or destroyed during the tenancy (reasonable use and fair wear and tear accepted).

The tenant agrees not to remove any of the said furniture and effects from the premises and to leave the same at the termination of the tenancy in the same rooms and places described in the attached inventory.

2.12 Maintenance Care – Good Working Order

The tenant shall take care of the premises in the manner of a reasonable tenant and in the same condition as the start date of the tenancy apart from reasonable wear and tear. Without limiting the generality, this means to keep all baths, sinks, water pipes, drains, drainpipes and toilet systems cleaned and in good order (fair wear & tear accepted). The tenant shall pay the cost of clearing any stoppage in the pipes attributed to the tenant's conduct, the cost of replacement of washers for leaking taps and the cost of replacing broken or cracked glass.

The tenant agrees not to empty or permit anyone on the premises to empty any fat, tea leaves or other solid matter down any sink, drain or pipe within or on the premises.

Heat Pump/ Reverse Cycle Air Conditioners: The tenant agrees to clean the filters and dust the inside of the unit regularly when in use. We recommend a minimum of monthly to ensure the unit operates effectively. If the unit ceases to function as a result of a build-up of dust, the tenant agrees that they will be responsible for repair or replacement of the unit at cost.

After Hours Call Out Conditions

The tenant agrees that if the contractor or agent confirms that the nature of any call out is not considered to be an emergency in accordance with the Residential Tenancy Act or that the fault was due to neglect or omission by the tenant or the tenants visitors or the fault is related to a fuse within a meter box, safety switch (power overload due to a faulty appliance), instructional/incorrect use, the tenant will in most cases be responsible for the cost of the call out and repair.

Tenant obligation to maintain common items (Fuses & Light Globes)

Tenants are responsible for replacing common items such as: regular light globes and fuses. Glass breakage is also a tenant responsibility unless it is determined to be caused by vandalism or break in. In this case a police report must be made and the report number supplied to the agent.

Floor Boards

The tenant agrees not to cause damage to floor boards by moving furniture without protective padding or walking on floors with heeled shoes or cleaning with products not suitable for timber floors. The tenant agrees that if an area of the floor is damaged the entire area in the effected room may be required to be sanded and repolished.

Stainless Steel, Stone, Granite and Timber Surfaces

The tenant agrees not to use harsh chemicals or abrasive products to clean stainless steel, granite or stone surfaces. The tenant must purchase specialised cleaning products or simply use hot water and a nonabrasive cloth. The tenant also agrees to take care in treating timber surfaces and apply wood oil when required to protect the timber surfaces.

Initials 

Picture Hooks

The tenant must have permission to place picture hooks in the property. If a tenant requests a photo wall with several hooks, the owner may agree subject to the removal of the hooks at the end of tenancy and patching and repainting the entire wall in the same colour at the end of tenancy (to a professional standard). Contact the agent for approval.

2.13 Repair Damage

The tenant shall at their expense, within a reasonable time, repair any damage caused to the premises by the tenant or person/s coming onto or upon the premises with the tenant's consent. In the event that the tenant does not make good repair, or restore the premises, or any article of furniture with the premises, the owner shall be entitled to serve upon the tenant, a notice requiring the tenant to repair or restore all such damage. In the event that the tenant does not comply with the said notice within seven (7) days thereafter, the owner shall be entitled to enter and authorise others to enter the premises and make the necessary repairs and restorations, at the cost of the tenant and the tenant shall reimburse the owner for any such monies so expended.

2.14 Light Globes

The tenant agrees to replace all accessible light globes and tubes when required and ensure they are in good working order. All globes must be tested and working during the final inspection. If globes require replacement the tenant agrees that the cost to supply and install new globes will be the tenant's responsibility.

2.15 Maintenance – Lawns & Gardens

The owner agrees to maintain the gardens at the front of the property, as at the commencement of this agreement allowing for normal growth as evidenced by the property condition report, to water and fertilise them adequately.

The tenant agrees to maintain the back lawns, lawn edges and gardens as at the commencement of this agreement allowing for normal growth as evidenced by the property condition report. To water and fertilise them adequately and to keep all the grounds clean and tidy and free from rubbish and the flower beds and lawns free of weeds, and not to remove or cut down any plants, trees or shrubs without the written consent of the owner.

The tenant agrees not to store equipment, goods, boxes or rubbish in the yard as it destroys the lawn and is a place for vermin to live. Grass clippings are to be removed from the property and not put in gardens or on grass areas.

In the event that the tenant does not maintain the garden and grounds as aforesaid the owner shall be entitled to arrange or carry out such work at the tenant's expense and for that purpose to enter upon the premises and authorise others to do so.

2.16 Maintenance of Pool (if applicable)

If the premise includes a swimming pool, the tenant agrees that it is their responsibility to keep the pool in a well-maintained safe condition and observe all legal requirements during the period of the agreement.

The tenant agrees that the pool must be clean and vacuumed, water balanced, filters cleaned and timers set (where fitted). If it is noted that the pool is not being maintained, notice will be given to rectify the problem. Failure to comply with this may result in a professional pool cleaner attending the property to mitigate further damage and costs. The tenant agrees to pay for any associated costs to restore the pool to its original condition, if caused from tenant neglect.

All pool equipment must be accounted for, properly treated and securely stored. The tenant agrees not to drain the pool without the owner's written consent.

2.17 Failure to report damage or maintenance

The tenant shall pay for any damage or repairs that arise from or are attributable to an act or omission by the tenant or the tenant's visitors. The tenant agrees to report all damage and any state of disrepair to the premises within three days of the same occurring. Failure to do so will render the tenant liable for all costs incurred by the owner as a result of such failure to report.

Initials 

2.18 Pot Plants

The tenant agrees to ensure that pot plants are raised off the carpet to avoid water damage or staining. If water damage occurs to any surface as a result of potted plants the tenant is responsible to make good.

2.19 Prevent Nuisance

The tenant agrees to conduct themselves and to ensure that other persons on the premises conduct themselves, in a manner that will not cause disturbance, nuisance or any annoyance, to adjoining or neighbouring occupiers. The tenant agrees not to play or permit the playing of any musical instrument, stereo, hi-fi, tape deck, turntable, compact disc player, radio, amplifier or television, or any other sound reproduction system whatsoever, at such a level of volume that interferes with the quiet enjoyment or comfort by a substantial degree.

2.20 Prevent Obstructions & Rubbish Accumulation

The tenant agrees not to obstruct the premises, nor to permit any obstructions to any area surrounding the premises. The tenant agrees not to deposit any material thereon that may cause any obstruction and to not permit any accumulation of rubbish, refuse or other material at the premises.

2.21 Refuse

The tenant agrees to use the local council bins provided for rubbish and recycling and use the in accordance with council requirements which shall regularly be placed in a position required by the collectors on the days set aside for garbage collection. The tenant shall not put any rubbish or refuse in any cardboard carton or the like nor shall the tenant store any garbage or refuse within or around the premises.

2.22 Carpet Stains

The tenant agrees to remove marks and stains on the carpet immediately before serious and permanent damage occurs. If necessary, a professional carpet cleaner should be engaged to avoid permanent damage. If the stain is still evident after professional cleaning this must be reported to the agent in writing.

2.23 Insurance

The tenant shall not do or permit anything to be done or bring onto or keep on the premises anything which may invalidate or prejudice the conditions of any insurance policies relating to the premises or cause increased premiums payable thereon.

2.24 Excess on Insurances

If the owner elects to claim on the owner's insurance for any damage that arises or is attributed to an act, accident or omission by the tenant or the tenant's visitors, and the owner is successful in relation to recovering any money for such damage, then the owner will require the tenant to pay any "excess" on such insurance claim.

2.25 Contents Insurance

The tenant agrees that it is their responsibility to insure his or her own belongings and furniture including accidental damage to the property contents caused by the tenants or any visitors. In the event the tenant fails to take out adequate insurance the owner may claim full replacement costs from the tenant.

2.26 Alterations to the premises

The tenant shall not make any alterations or additions to the premises or alter any fixtures or fittings, furniture or chattels, or place any sign thereon, or paint the premises, use blue tack or any other adhesive material, or drive any nails or screws into or deface any part of the premises. The tenant shall not place in position any exterior awnings or other fixtures whatsoever and not affix, exhibit or permit to be affixed or exhibited anything to a part of the exterior of the premises or of the external walls any post, sign, board or advertisement.

2.27 Purposes other than Dwelling

The tenant shall not use the premises or cause or permit the premises to be used for any illegal purpose or permit or cause a nuisance and shall use the premises solely for a dwelling and shall not cause or permit the premises to be used for any other purpose without the prior written consent of the owner. The tenant shall not carry out any trade, profession or business at the premises, or use the same as an address for any trade, profession or business. The

tenant shall not issue circulars, pamphlets or advertisements or take in lodgers or boarders but use the same as a private residence only, for the accommodation of those persons referred to item 4 in Schedule.

2.28 Aquarium & Swimming Pools

The tenant shall not without the owner's prior written consent install any aquarium or swimming pool on the premises.

If the tenant has received permission to install a waterbed, aquarium or swimming pool on the premises, the tenant is liable for the cost of any damage caused by the waterbed, aquarium or swimming pool or damage caused by the escape of water to the owner's fixtures and/or fittings, furniture and chattels on the premises.

2.29 Pool Fencing

The tenant agrees that if they erect a swimming pool (with permission by the owner) at the property they will ensure that the fencing requirements are in accordance with legislation requirements to minimise potential risk.

2.30 Laundry

The tenant shall not hang or display any laundry or other articles on the balcony or verandah.

2.31 Non Assignment or Subletting

The tenant shall not assign, sublet or part with possession of the premises or any part thereof or grant any licence to occupy the whole or any part of the premises without the owner's written consent.

2.32 Indemnify the Owner

The tenant agrees to indemnify the owner against any loss sustained by the owner or any sum the owner might at any time be liable to pay, as a result of damage to the premises or any furniture or chattels belonging to the owner or in relation to any claim made against the owner, whether in relation to property damage or personal injury, or any other matter whatsoever, arising from any negligent act or omission on the part of the tenant or anyone visiting the tenant at the premises from time to time.

2.33 Inspections

The tenant agrees to provide access to the premises to the owner/agent for the purpose of inspecting the premise or any other purpose at the owner's discretion in accordance with section 56 of the Residential Tenancy Act. The tenant agrees that a written report will be provided to the owner along with photos. Photos are required in the unlikely event of an insurance claim or dispute over the condition of the property between inspections.

2.34 Monies Payable to secure the tenancy

The tenant agrees to pay all of the monies referred to in the Schedule within 2 business days of the agreement. In the event the funds are not received within this timeframe the owner will have the option to terminate the agreement immediately.

2.35 Rent Reviews

The tenant agrees to a fair market rent review being carried out on the property every 12 months. Any rent increases will be processed in accordance with the Residential Tenancy Act. (60 days' notice).

2.36 Overpaid rent refunds

The tenant agrees that should they overpay rent and request a refund the refund will attract a fee of \$10.00 to cover the bank charges and processing costs. The tenant agrees for this cost to be deducted from the overpaid amount prior to the refund. Refunds can take up to 7 business days to process.

2.37 Parking of Cars

The tenant agrees that cars, motorbikes, boats, trailers and vans are only to be parked in the designated approved areas. It is prohibited to park on the front lawn areas, common areas (if app.), nature strips or other lawn areas etc.

Initials 

Oil Stains: The tenant agrees that oil stains on driveways are their responsibility to clean and remove. The tenant agrees that if their vehicle has an oil problem, they will purchase a drip tray.

Unregistered vehicles: The tenant agrees that unregistered vehicles are not to be kept at the property unless they are properly garaged and the only vehicle that they own.

2.38 Smoking

The tenant agrees that smoking is not permitted inside the property at any time or within close proximity to the property without closing all windows and doors. This includes all occupants and visitors, if smoking is agreed to outside the premises cigarette butts are to be kept in an enclosed glass or metal container and are not to be littered in garden beds, public grounds, or neighbouring properties. If smoking inside becomes evident a notice to vacate will be issued and damages collected from the tenant, this may include painting and replacement of carpet and window furnishings..

2.39 Keys to Premises

The tenant agrees not to change any lock without the owner's/agent consent in writing. If consent is given the tenant must provide the owner or his agent with all keys immediately after changing the locks. The tenant will inform the agent if any copies are made of any keys provided. If all keys are not returned at the end of the tenancy, locks will be changed at the tenant's expense.

2.40 Smoke Alarms

During the tenancy the tenant agrees that every six months they will test all smoke alarm/s that are installed at the premises and remove any dust and debris from the smoke alarm. If a smoke alarm in the premises is not working it is the tenant's responsibility to advise the agent in writing as soon as practicable. The tenant agrees that it is an offence to remove, or interfere with the operation of a smoke alarm within the premises, except for the purpose of battery replacement.

3. THE OWNER'S OBLIGATION

3.1 At the start of the tenancy, the owner must ensure –

- (a) the premises are clean and fit for the tenant to live in and are in good repair; and
- (b) the owner is not in breach of a law dealing with issues about the health and safety of persons using or entering the premises.

3.2 While the tenancy continues, the owner must –

- (a) maintain the premises in good repair and in a way that the premises remain fit for the tenant to live in; and
- (b) ensure any law dealing with issues about the health and safety of persons using or entering the premises is complied with; and
- (c) keep any common area included in the premises clean.

3.3 Outgoings

The owner shall bear the cost of all rates, taxes or charges imposed in respect of the premises, other than water consumed and services listed within the agreement.

3.4 Peaceful enjoyment of premises

The owner will provide the tenant with peaceful enjoyment of the premises.

4. ENTRY TO PREMISES

Entry to the property will be carried out in accordance with legislation requirements of the Residential Tenancies Act Section 56.

4.1 Prospective Purchaser Inspections

Initials.....

Accompanied inspection can occur at any time with the agreement of the tenant. If an agreement cannot be reached, inspection by prospective purchasers may only occur:

- (a) In the company of the owner/agent
- (b) Between the hours of 8am-6pm
- (c) With 48 hours written notice
- (d) On not more than 5 occasions per week
- (e) On not more than 1 occasion per day

4.2 General Inspections

The same (as above) applies for inspections by prospective tenants where a notice to terminate or notice to vacate has been given. If these notices have not been given, entry by prospective tenants can only take place within 28 days of the expiry of the agreement.

The owner/agent may enter the premises without the consent of the tenant by giving at least 24 hours' notice within the hours of 8am-6pm if entry is for the following reasons:

- (a) If it is reasonably suspected that the tenant has breached the agreement;
- (b) To check that repairs have been properly carried out; and
- (c) To carry out routine inspections once within the first month by giving 24 hours' notice no more than every three months or as stated in clause (b) in the event of an emergency the owner might enter as required

4.3 Emergency Inspections

Where the premises have been abandoned, damaged, likely to be damaged, or there is a risk to any person, or in the event that the tenant, due to ill health is unable to give permission, it shall be lawful for the owner/agent to enter at any time without permission.

5. SPECIAL CONDITIONS

The parties agree that the special conditions referred to in item 11 of the Schedule form part of this agreement. If there is any conflict between the provisions of this agreement and the special conditions then the special conditions shall prevail.

6. TERMINATION

6.1 Notice

In the event that the tenant intends to vacate the premises at or after the expiration of the agreement, the tenant is required to give 14 clear days' notice in writing (a notice period does not include the first and last day therefore the notice takes effect **16 days from the day we receive the notice in writing. Rent is payable during the notice period.**

Owners are required to provide tenants **42 days' notice** in cases where their lease is not to be renewed or extended beyond the term of the existing agreement.

Agreements of no fixed term can be ended if:

- There is an agreement to sell or transfer the property;
- The property is to be used for another purpose (i.e. the owner plans to live there);
- The premise is to be used as a residence by a member of the owner's family; or
- There are to be significant renovations to the property.

In these cases, the tenant needs to be given **at least 42 days'** notice to vacate.

If a property is to be foreclosed or sold by a mortgagee, the tenant is to be **given 60 days'** notice to vacate

6.2 Refund of Security Bond

The tenant agrees, at the termination of the agreement, to return the premises to a condition comparable with that at the commencement of the agreement. Bond deductions may include, but without limitation, the cost of cleaning, repair of damages, removal of excess rubbish, cleaning of carpets, lawn mowing, and replacement of inventory items, gardening or weeding, replacement of suitable locks or disposal of abandoned property.

Initials.....

Security Deposit Disputes

In the event of a dispute regarding the security deposit, either party can make an application the Residential Tenancy Commissioner, in writing within 60 days of the tenancy agreement expiry. The commissioner has the discretion to refuse applications made more than 60 days. The commissioner can also refund application fees if the dispute is vexatious.

6.3 Compare Property to Condition Report

The owner/agent will compare the condition of the premises at the termination of the agreement with the property condition report at the commencement of the agreement. The owner/agent may claim as damages any amounts resulting from the tenant's breach of the tenant's obligation in this agreement. The tenant is obliged to clean the property in accordance with the final **Cleaning Checklist guide Annexure 2**".

6.4 Keys

The tenant agrees to return all the keys of the premises to the owner's agent at the agent's place of business on or prior to the end of the agreement. The agreement is not terminated and the rent and obligations of maintaining the premises shall continue to be the tenant's responsibility until the keys are returned to the agent.

6.6 Movement of Chattels

The tenant agrees at the termination of the agreement to replace all fixtures, furniture, chattels, household effects and inventory to the original positions as may be set out in the property condition report. The tenant agrees to remove all their chattels and goods. In the event that the tenant fails to do this the owner/agent shall have the right to remove all such goods from the premises and place them in storage. The owner/agent may recover the cost of doing so from the tenant. The owner/agent shall exercise reasonable care in doing so, but shall not in any way be responsible for the goods stored. The owner/agent may at their discretion dispose of any goods, which in their opinion are abandoned or of no significant value. The owner/agent may sell any goods if abandoned by the tenant if the worth of the goods are under \$300.00 or with the permission by a magistrate, may sell goods worth more than \$300.00. The proceeds of the sale may go towards compensation to the owner if any. Any balance is to be paid to the State Government if the tenant does not collect within six months.

6.7 Carpet Cleaning

The tenant agrees upon vacation of the premises, to have all carpets professionally cleaned (at the tenant's expense. It is a requirement of this tenancy agreement that any carpet or rugs in the property are cleaned by **Dunwell Carpet Cleaning**. Should the tenant use an alternative carpet cleaner they understand that if the agent determines that the carpet is not cleaned to an acceptable standard they may engage Dunwell Carpet cleaning to re attend at the tenant's expense. There will not be an opportunity for the initial cleaner to re attend after the property has been vacated.

6.8 General Cleaning

The tenant agrees to thoroughly clean the property as described in the **Cleaning Checklist Annexure 2**. The tenant agrees that if the premises are not cleaned to the owner's/agent's satisfaction at the time of inspection, a professional cleaner will be engaged to clean where required and the cost will be deducted from the bond (unless paid directly by the tenant). The tenant understands they will not be given the opportunity to return to the property after the vacating and returning keys.

7. VACATION PRIOR TO THE END OF THE TENANCY TERM

If the tenant wrongfully terminates this agreement before the end of the tenancy period referred to in clause 1.3, then the owner may claim and the tenant must pay damages, losses and compensation to the owner that the owner reasonably suffers or will suffer in accordance with the law. The owner is obligated to advertise for a replacement tenant in order to mitigate the tenant's loss. The tenant will remain rent responsible until a new tenancy is secured or the lease expires, whichever comes first.

In the event that the tenant vacates the property prior to the expiration of the term of this residential tenancy agreement;

Initials 

- (a) The tenant will pay rent and any other due charges in accordance with the exiting agreement and be fully responsible for all conditions of this agreement until the date of commencement of any new tenancy agreement or until the expiration of the term, whichever is the sooner.
- (b) The tenant irrevocably appoints the owner or his agent to secure a suitable replacement tenant to enter into a tenancy acceptable to the owner and to come into force on a date to be decided by the owner.
- (c) If such a tenancy is arranged by the owner or his agent, the tenant shall pay to the costs in relation to any third party costs such as but not limited to advertising to source a new tenant for the property. The tenant has the option to engage the agent to advertise on portals such as realestate.com.au & domain.com.au. The cost of this advertising will be agreed and payable prior to the owner/agent commencing advertising/marketing.
- (d) All other conditions as set out in **FORM11 attached**.

8. DEFINITION AND INTERPRETATION

8.1 If any provision of this agreement is invalid, unenforceable or illegal, then that provision may be severed and the remainder of this agreement will continue to be effective.

8.2 In this agreement, unless otherwise required by the context or subject matter:

"Act" means the Residential Tenancies Act 1997 and its amendments.

"Property Condition Report" means the report prepared by the owner or owner's agent in relation to the condition of the premises at the commencement of the agreement.

"Inventory" means a list of the owner's fixtures, fittings, furniture and chattels contained in the premises at the commencement of the agreement.

"Agent" means the agent of the owner referred to in item 5 of the Schedule.

8.3 Any reference in this agreement to the "owner" doing anything shall mean and include it being done by the owner's agent.

8.4 Should there be more than one tenant to this agreement, each of them shall be deemed to have entered into this agreement jointly and severally. This means if there is any damage caused or rent outstanding all tenants listed on the agreement are liable for any breach of this agreement. Each tenant has a right to seek reimbursement from the person responsible to share equally the liability.

8.5 Where a joint tenant vacates, they may not be held responsible for damage caused by the remaining tenant after their departure. However; the onus is on the departing tenant to provide proof of when the damage occurred.

8.6 Any notice given under this agreement shall be sufficiently given to the tenant if signed by the owner or his agent and left addressed to the tenant on the said premises or to the last known postal address. A notice sent by mail shall be deemed as being served within 2 working days from which it was sent.

Role of the Residential Tenancy Commissioner

The Residential Tenancy Commissioner is to determine disputes in relation to the security deposit and also now responsible for considering applications regarding unreasonable rent increases and making orders for repair following receipt of an application of complaint from a tenant.

9. PRIVACY

Personal Information collected by the agent through the management of the tenancy including, but not limited to the Property Condition Report ("the Report") is necessary to manage the tenancy.

The personal information collected by the agent in this agreement, in the report and during the period of the management of the tenancy is collected for the purpose of being used in managing the agreement of the premises and the tenant/s hereby consent to that collection and use.

The information collected in this agreement, in the report and during the period of the management of the tenancy may be disclosed by the agent to other parties as permitted by the Privacy Act 1988 including to the existing owner, subsequent owners, courts of law, maintenance contractors, registered valuers, other agents and operators of tenancy reference databases. Further information already held on tenancy reference databases may be accessed by the agent.

If the tenant wishes to contact the agent or access the personal information the agent may hold regarding the tenant, the tenant may do so by contacting the agent at the address described in Item 5 of the Schedule. The tenant may also request that the information be corrected if it is inaccurate, incomplete or out of date.
If the information referred to in this collection notice is not provided, the agent may not be able to manage the tenancy.

10. LIABILITY OF AGENT

At no time whatsoever will the agent be responsible to any of the parties for any amount other than the amount of the security deposit paid by the tenant.

SIGNATURES:

Signed by the Owner or Owner's Agent

Print Name Samantha Spilsbury Date 8 / 3 / 17

In the presence of Witness

Name Chelsea Sands

Signed by the Tenant

Print Name Catherine Wheatley Date 8 / 3 / 17

In the presence of Witness

Name Chelsea Sands

@home Property Management Pty Ltd

116 St John Street, Launceston 7250

Ph (03)6334 4433

www.athomerentals.com.au

ABN: 14 133 866 109 ACN: 133 866 109

Office Use Only: Date received 08 / 01 / 2025

11/12/2024

Extension of Residential Tenancy Agreement

I/we Georgia Wischnat the tenant/s of the property situated at 17 Leslie Street, SOUTH LAUNCESTON TAS 7249 agree to extend our Tenancy Agreement for a fixed period as detailed below:

Commencement **9/03/2025 to Expiry 9/03/2026**

We confirm the current rental amount of **\$350.00 per week**.

We have reviewed the rent in accordance with market conditions and confirm that it is the owner's instruction to hereby give the required notice of a rent increase for the amount of **\$400.00 weekly**, which will take effect on the **14/03/2025**.

It is important to note that the rent can be reviewed at any time during the term of the renewal under the following conditions; It has been at least 12 months since the last increase, 60 days notice is given in accordance with the Residential Tenancy Act 1997 and that the increase is in line with current market conditions.

This is an extension of the original Residential Tenancy Agreement. All terms and conditions as per the original Residential Tenancy Agreement are to remain the same unless otherwise stated below.

Annexure A - Changes to the original agreement (if applicable) Any changes to the legislation (Residential Tenancy Act 1997 will take precedent of the tenancy agreement).

Tenant 1 Name: Georgia Wischnat Dated 8 / 01 / 2025

Signature: 

Office use only

This extension is subject to agreement by the owner and will take effect when signed and returned by the agent/owner.

Signed by the Agent/Owner: 

Print Name: Maddison Macdonald Dated 09/01/2025