

ASSURED SHORT HOLD TENANCY AGREEMENT AND CONTRACT
THIS TENANCY AGREEMENT dated this 20th day of December, 2011.

BETWEEN:



OF THE FIRST PART

- AND -

Tenant's Name:
Tenant's Address:
FRANCE



OF THE SECOND PART

IN CONSIDERATION OF the Landlord letting certain premises to the Tenant, the Tenant letting those premises from the Landlord and the mutual benefits and obligations provided in this Agreement, the receipt and sufficiency of which consideration is hereby acknowledged, the parties to this Agreement agree as follows:

BACKGROUND:

- A. This is an agreement to create an Assured Shorthold Tenancy as defined in Section 19A of the Housing Act 1988 or any successor legislation (the "Act").
- B. The Landlord is the owner of residential property available for rent and is legally entitled to grant this tenancy.

Let Property

The Landlord agrees to let to the Tenant the flat municipally described 
 (the 'Property') for use as residential premises only.

The Property is more particularly described as: Three bedroom apartment.
Neither the Property nor any part of the Property will be used at any time during the term of this Agreement by Tenant for the purpose of carrying on any business, profession, or trade of any kind, or for the purpose other than as a private residence.

- 1. Subject to the provisions of this Agreement, apart from the Tenant, no other persons will live in the Property without the prior permission of the Landlord.

2. No guests of the Tenants may occupy the Property for longer than one week without the prior consent of the Landlord.
3. No pets or animals are allowed to be kept in or about the Property without the prior permission of the Landlord. Upon thirty (30) days notice, the Landlord may revoke any consent previously given pursuant to this clause.
4. Subject to the provisions of this Agreement, the Tenant is entitled to the use of parking space (the 'Parking lot for the apartment) on or about the Property. Only properly insured motor vehicles may be parked in the Tenant's space.
5. The Landlord has supplied and the Tenant agrees to use and maintain in reasonable condition, normal wear and tear accepted.

Term

6. The term of the Agreement is a periodic tenancy commencing the very day the tenant moves into the apartment and continuing on a month-to-month basis until the Landlord or the Tenant terminates the tenancy.
7. Any notice to terminate this tenancy must comply with the Act.
8. Notwithstanding that the term of this Agreement commences on the tenant's move in date. The tenant is entitled to possession of the Property at 12:00 noon on the day of moving in.

Rent

Subject to the provisions of this Agreement, the rent for the Property is AUD\$600/month (the '**Rent which includes all utilities**') and deposit payment of AUD\$600 (**which is refundable**). The Tenant will pay the Rent on or before the due date of every month of the term of this Agreement to the Landlord for the possession of her property at [REDACTED]

The Landlord may increase the Rent for the Property upon discussing and providing to the Tenant the greater of 21 days notice and any notice required by the Act.

1. The Tenant will be charged an NO amount per day for any Rent that is received after the latter of the due date and the expiration of any grace period under the Act, if any.

Security Deposit

2. On execution of this Agreement, the Tenant will pay the Landlord a security deposit of AUD\$600 (the 'Security Deposit') per room in other to confirm reservation and which later is refunded after the expiration of the lease.
3. No interest will be received on the deposit.

4. The Landlord will return the Security Deposit at the end of this tenancy; less such deductions as provided in this Agreement but no deduction will be made for damage due to reasonable wear and tear or for any deduction prohibited by the Act.
5. During the Term of this Agreement or after its termination, the Landlord may charge the Tenant or make deductions from the Security Deposit for any or all of the following:
 1. Repair of walls due to plugs, large nails or any unreasonable number of holes in the walls including the repainting of such damaged walls;
 2. Repainting required to repair the results of any other improper use or excessive damage by the Tenant;
 3. Unplugging toilets, sinks and drains;
 4. Replacing damaged or missing doors, windows, screens, mirrors or light fixtures;
 5. Repairing cuts, burns, or water damage to linoleum, rugs, and other areas;
 6. Any other repairs or cleaning due to any damage beyond normal wear and tear caused or permitted by the Tenant or by any person whom the Tenant is responsible for;
 7. Repairs and replacement required where windows are left open which have caused plumbing to freeze, or rain or water damage to floors or walls; and
 8. Any other purpose allowed under this Agreement or the Act.

For the purpose of this clause, the Landlord may charge the Tenant for professional cleaning and repairs if the Tenant has not made alternate arrangements with the Landlord.

6. The Tenant may not use the Security Deposit as payment for the Rent.
7. Within the lesser of 1 day and any time period required by the Act after the termination of this tenancy, the Landlord will deliver the Security Deposit less any proper deductions or with further demand for payment, or at such other place as the Tenant may advise.

Quiet Enjoyment

8. The Landlord covenants that on paying the Rent and performing the covenants contained in this Agreement, the Tenant will peacefully and quietly have, hold, and enjoy the Property for the agreed term.

Tenant Improvements

9. The Tenant will obtain written permission from the Landlord before doing any of the following:

1. Applying adhesive materials, or inserting nails or hooks in walls or ceilings other than two small picture hooks per wall;
2. Painting, wallpapering, redecorating or in any way significantly altering the appearance of the Property;
3. Removing or adding walls, or performing any structural alterations;
4. Installing a waterbed(s);
5. Changing the amount of heat or power normally used on the Property as well as installing additional electrical wiring or heating units;
6. Placing or exposing or allowing to be placed or exposed anywhere inside or outside the Property any placard, notice or sign for advertising or any other purpose; or
7. Affixing to or erecting upon or near the Property any radio or TV antenna or tower.

Insurance

10. The Tenant is hereby advised and understands that the Landlord for either damage or loss does not insure the personal property of the Tenant, and the Landlord assumes no liability for any such loss. The Tenant is advised that, if the Tenant desires insurance coverage, the Tenant should inquire of Tenant's insurance agent regarding a renter's policy of insurance.
11. The Tenant is not responsible for insuring the Landlord's contents and furnishings in or about the Property for either damage or loss, and the Tenant assumes no liability for any such loss.
12. The Tenant is not responsible for insuring the Property for either damage or loss to the structure, mechanical or improvements to the building of the Property, and the Tenant assumes no liability for any such loss.

Absences

13. The Tenant will inform the Landlord if the Tenant is to be absent from the Property for any reason for a period of more than twenty-one days. The Tenant agrees to take such measures to secure the Property prior to such absence as the Landlord may reasonably require and take appropriate measures to prevent frost or flood damage.

Legal Fees

14. In the event that any action is filed in relation to this Agreement, the unsuccessful party in the action will pay to the successful party, in addition to all the sums that either party may be called on to pay, a reasonable sum for the successful party's attorney fees.

Governing Law

15. This Agreement will be construed in accordance with and governed by the laws of Australia and the parties submit to the exclusive jurisdiction of the Australian Courts.

Severability

16. If there is a conflict between any provision of this Agreement and the Act, the Act will prevail and such provisions of the Agreement will be amended or deleted as necessary in order to comply with the Act. Further, any provisions that are required by the Act are incorporated into this Agreement.

Assignment and Subletting

17. The Tenant will not assign this Agreement, or sublet or grant any concession or licence to use the Property or any part of the Property. An assignment, subletting, concession, or licence, whether by operation of law or otherwise, will be void and will, at Landlord's option, terminate this Agreement.

Care and Use of Property

18. The Tenant will promptly notify the Landlord of any damage, or of any situation that may significantly interfere with the normal use of the Property or to any furnishings supplied by the Landlord.
19. Vehicles, which the Landlord reasonably considers unsightly, noisy, dangerous, improperly insured, inoperable or unlicensed, are not permitted in the Tenant's parking stall(s), and such vehicles may be towed away at the Tenant's expense. Parking facilities are provided at the Tenant's own risk. The Tenant is required to park in only the space allotted to them.
20. The Tenant will not make (or allow to be made) any noise or nuisance, which, in the reasonable opinion of the Landlord, disturbs the comfort or convenience of other tenants.
21. The Tenant will not park (or allow to be parked) any caravan, boat or vehicle by the Property, if such parking, in the reasonable opinion of the Landlord, would cause nuisance or annoyance to neighbors or to anyone nearby.
22. The Tenant will keep the Property in good repair and condition and in good decorative order.
23. The Tenant or any one living with the Tenant will not engage in any illegal trade or activity on or about the Property including, but not limited to, using the Property for drug storage, drug dealing, prostitution, illegal gambling or illegal drinking.
24. The Landlord and Tenant will comply with standards of health, sanitation, fire, housing and safety as required by law.
25. The hallways, passages and stairs of the building in which the Property is situated will be used for no purpose other than going to and from the Property and the Tenant will not in any way encumber those areas with boxes, furniture or other

material or place or leave rubbish in those areas and other areas used in common with any other tenant.

26. Boots and rubbers which are soiled or wet should be removed at the entrance to the building in which the Property is located and taken into the Tenant's Property.
27. At the expiration of the agreement term, the Tenant will quit and surrender the Property in as good a state and condition as they were at the commencement of this Agreement, reasonable use and wear and damages by the elements excepted.

Repairs

28. The Landlord agrees to carry out any repairing obligations as required by section 11 of the Act including keeping in repair and proper working order:
 1. the structure and exterior of the Property; and
 2. The installations for the supply of water, gas and electricity and the installations in the Property for space heating or heating water.

Gas Safety

29. The Landlord will ensure that all gas appliances; flues and installation in the Property are checked by a professional on an annual basis.

Hazardous Materials

30. The Tenant will not keep or have on the Property any article or thing of a dangerous, flammable, or explosive character that might unreasonably increase the danger of fire on the Property or that might be considered hazardous by any responsible insurance company.

Rules and Regulations

31. The Tenant will obey all rules and regulations posted by the Landlord regarding the use and care of the building, parking lot, laundry room and other common facilities that are provided for the use of the Tenant in and around the building containing the Property.

General Provisions

32. Any waiver by the Landlord of any failure by the Tenant to perform or observe the provisions of this Agreement will not operate as a waiver of the Landlord's rights under this Agreement in respect of any subsequent defaults, breaches or non-performance and will not defeat or affect in any way the Landlord's rights in respect of any subsequent default or breach.
33. This Agreement will extend to and be binding upon and inure to the benefit of the respective heirs, executors, administrators, successors and assigns, as the case may be, of each party to this Agreement. All covenants are to be construed as conditions of this Agreement.

34. All sums payable by the Tenant to the Landlord pursuant to any provision of this Agreement will be deemed to be additional rent and will be recovered by the Landlord as rental arrears.
35. Where there is more than one Tenant executing this Agreement, all Tenants are jointly and severally liable for each other's acts, omissions and liabilities pursuant to this Agreement.
36. The Tenant will professionally steam clean the carpets on a yearly basis and at the termination of this Agreement or the Landlord may charge the Tenant or deduct the cost of having the carpets professionally steam cleaned from the security deposit.

IN WITNESS WHERE OF  ly
affixed their signatures on this 20th day of December, 2011.



Lawyer: **JAMES GREENE**

