

Kulin Retirement Homes Inc
TENANCY AGREEMENT



The **TENANCY AGREEMENT** is made between the owners, **KULIN RETIREMENT HOMES INC**, hereinafter referred to as the **COMMITTEE** and....., hereinafter referred to as the **TENANT**.

Definitions and Interpretations

In this contract unless the contrary intention appears the following expressions shall have following meaning.

“Date Of Commencement” means Date the Commencement mentioned in Item 5 of Attachment 1.

“Refundable Bond” means the refundable bond mentioned in Item 2 of Attachment 1.

“Kulin Retirement homes Inc Committee” means the committee established to liaise and work in the operating and function of the Retirement Village.

“Committee” means the Kulin Retirement Homes Inc Committee.

“Contract” means the agreement made between the Tenant and the Kulin Retirement Homes Inc.

“Attachment” means attachment to the contract.

1. The Committee lets and the Tenant takes the accommodation mentioned in Item 3 of Attachment 1, situated at the corner of Price and Gordon Streets, Kulin, hereinafter called “the premises”.

2. Rent

2.1 The Tenant shall pay the rent by fortnightly payments in advance, mentioned in item 4 of attachment 1. The first payment of the rent is due on the Date of Commencement. Kulin Retirement Homes Inc shall provide at least fourteen (14) days notice to the Tenant of any variation of the actual dollar amount of rent fee. Generally rent will be varied on the 1st day of July annually in accordance with Attachment 2.

2.1.2 The rent fee is to be made payable as a direct debit bank transfer or at the Kulin Resource Centre.

3. Refundable Bond

3.1.1 The Tenant shall pay to the Kulin Retirement Homes Inc a refundable bond at the date of Commencement, mentioned in Item 2 of the Attachment 1 and Item 2 of attachment 2.

- 3.1.2 When considering a refund of the bond, the Committee will take into consideration such matters as the condition of the premises and the circumstances involved.
- 3.1.3 The tenant shall pay to the Kulin Retirement Homes a refundable Pet bond as determined by the committee at the date of commencement mentioned in item 2 of attachment 1 and Item 2 of attachment 2

4. Maintenance of Unit

4.1 The Kulin Retirement Homes Inc shall;

- 4.1.1 maintain the premises and the Retirement Village in good order and condition, (fair wear and tear accepted).
- 4.1.2 generally maintain the common areas and community facilities.
- 4.1.3 hold annual insurance for public risk and building insurance and any other insurance deemed necessary by the Kulin Retirement Homes Inc for the operation and conduct of the Retirement Village.
- 4.1.4 repair, replace and maintain plumbing, electrical systems, built in appliances and any other integral components of the premises.
- 4.1.5 bear the cost of all rates and charges including water consumption.

4.2 In addition to the other obligations of the Tenant under this agreement, the Tenant shall;

- 4.2.1 not use the premises for any other purpose other than private residence, limited to two occupants.
- 4.2.2 clean and keep clean the carpets, curtains and other fixtures, fittings and furnishings situated in the premises (fair wear and tear accepted).
- 4.2.3 clean windows and attend to general house-keeping of the premises, keeping the premises in good repair and condition.
- 4.2.4 replace light globes.
- 4.2.5 be responsible for the insurance of the contents and personal effects owned by the occupant.
- 4.2.6 permit access to the unit by the Kulin Retirement Homes Inc or its representative's at all reasonable times and for reasonable purposes.
- 4.2.7 replace any damaged property or effects owned by Kulin Retirement Homes Inc.
- 4.2.8 be charged for any damage found to have occurred from smoking
- 4.2.9 on vacating the premises, be responsible for cleaning of carpets at their own cost.
- 4.2.10 be responsible for contacting Western Power on commencement date advising them of new occupant details.

- 4.2.11 be responsible for contacting Western Power advising them of their departure date.
- 4.2.12 pay all costs of electricity accounts.

4.2.13 adhere to the rules and regulations of the Kulin Retirement Homes as set out in this tenancy agreement.

4.2.14 apply in writing to the Kulin Retirement Homes Committee for;

- Any requests to modify the unit
- Any requests for maintenance
- Any requests to fit an air conditioner
- Any requests to upgrade or benefit the buildings and surroundings of the premises at Kulin Retirement Homes
- Any request to keep a pet
- Any other issues needing a resolution

5. The Tenant shall not;

5.1.1 erect any external/internal fixtures or any out building without written consent of the Kulin Retirement Homes Committee.

5.1.2 smoke inside the premises

6. More Than One Resident

6.1 *Where the Tenancy is comprised of two persons;*

6.1.1 One Bedroom Unit

Each of those persons has the right to reside in and occupy the premises jointly with the other.

6.1.2 Two Bedroom Unit

If one predeceases the other then all efforts will be made to keep the survivor in the premises for life, subject to the rent being paid on that premises in accordance with this agreement.

6.1.3 If the Committee finds it necessary to relocate the Tenant, then it should be done at no cost to the Tenant.

6.1.4 The terms will be negotiable and the Committee will respect the right of Tenant to maintain their units as their home.

7. Air Conditioner

7.1 **The Committee will allow the installation of air conditioners under the following conditions:**

7.1.1 The air conditioner is to be fitted by an approved operator.

7.1.2 Only new split level units are permitted.

7.1.3 Maintenance of the air conditioner is the responsibility of the Kulin Retirement Homes.

7.1.4 Air Conditioners may be fitted only by first obtaining the written consent of the Kulin Retirement Homes Inc Committee.

7.1.5 The Air Conditioner shall become the property of the Kulin Retirement Homes Inc when the Tenant vacates the premises.

8. Pets

8.1.1 Pets may be kept at the discretion of the committee. Refer to 4.2.14

8.1.2 A Pet bond shall be charged.

8.1.3 Should permission be granted, the committee will provide conditions to the tenant.

8.1.4 Any damage found to have occurred from the keeping of a pet will be charged to the tenant.

9. Termination of Contract

9.1.1 This contract shall terminate under the following circumstances:

9.1.2 On the death of the Tenant/s.

9.1.3 By the Tenant giving the Kulin Retirement Homes Inc Committee one (1) months notice of intention to vacate the premises.

9.1.4 By the Committee, on qualified recommendation in circumstances where the Tenant's physical or mental health is such as to make the premises unsuitable for residence and occupation by the Tenant.

9.1.5 By the Committee in circumstances where the contract has been breached or the Tenant has intentionally:

- caused or permitted damage to the premises
- caused damage to the Kulin Retirement Homes Inc
- caused injury or damage to an employee
- caused injury or damage to another tenant and/or their property

9.1.6 Should the Kulin Retirement Homes Inc Committee decide to terminate this contract, the Tenant shall be given fourteen (14) days notice in writing of intention to do so. The Tenant may continue to reside in and occupy the unit until the fixed date.

10. Exceptional Circumstances

10.1.1 For exceptional circumstances the Tenant may apply to the Committee in writing for consideration.

10.1.2 **The Committee reserves the right to alter any of the foregoing and can make further rules as needed for the safety, care, cleanliness and preservation of good order of the premises or the Tenant. Any such alteration shall not bind the Tenant until the Tenant is notified in writing by the committee.**