

Kulin Retirement Homes Inc

WORKMAN ESTATE – located in GORDON ST
TENANCY AGREEMENT



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Kulin Retirement Homes Inc
WORKMAN ESTATE located in GORDON ST
TENANCY AGREEMENT



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

The Committee lets and the Tenant takes the accommodation mentioned in Item 1 of Attachment 1, situated in Gordon Street, Kulin, hereinafter called "the premises".

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 6 of Attachment 1.

"Ingoing Fee" means non refundable Ingoing Fee mentioned in Item 2 of Attachment 1.

"Refundable Bond" means the refundable bond mentioned in Item 3 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 the attachment to the contract.

"Amended Rent" means rent increases referred to in attachment 2.

"Condition of Premises" means condition of the unit at Date of Commencement as referred to in Attachment 3.

1. Ingoing Fee

1.1 The Tenant shall pay an ingoing non refundable fee mentioned in Item 2 of Attachment 1 on the Date of Commencement mentioned in Item 6 of Attachment 1.

2. Refundable Bond

- 2.1 The Tenant shall pay to the Kulin Retirement Homes Inc a Refundable Bond mentioned in Item 3 of Attachment 1, at the Date of Commencement mentioned in Item 6 of Attachment 1.
- 2.2 The refundable bond shall be four (4) weeks rent mentioned in Item 3 of Attachment 1.
- 2.3 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. Rent

- 3.1.1 The Tenant shall pay rent by fortnightly payments in advance, mentioned in Item 5 of Attachment 1. The first payment of the rent is due on the Date of Commencement mentioned in Item 6 of Attachment 1.
- 3.1.2 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.
- 3.1.3 Any rent increase will be calculated on the 1st day of July annually.
- 3.1.4 Kulin Retirement Homes shall take into account CPI and any increase in charges incurred by Kulin Retirement Homes for the previous financial year.
- 3.1.5 Rent increases will be recorded on Attachment 2 'Rent Amendments'.
- 3.1.6 The rent fee is to be made payable as a direct debit bank transfer.

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.
 - 4.1.6 provide fourteen (14) days written notice prior to an inspection.

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 Committee or it's representative at all reasonable times and for reasonable purposes, including regular rental inspections.
- 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 Date of Commencement.
- 4.2.11 be responsible for contacting Western Power on date of departure.
- 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 (refer 6. 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 (refer 7. Pets)
 - any other issues needing a resolution.

5. The Tenant shall not;

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

5.2 smoke inside the premises.

6. Air Conditioner

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

6.1.1 Only new split level units are permitted.

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

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

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

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

7. Pets

7.1 Pets may be kept at the discretion of the Committee.

7.2 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 4 of attachment 1. The fee shall be set at the discretion of the Committee.

7.3 Should permission be granted, the Committee will provide written conditions.

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

8. Termination of Contract

8.1 This contract shall terminate under the following circumstances;

8.1.1 by the Tenant giving the Kulin Retirement Homes Inc Committee fourteen (14) days notice of their intention to vacate the premises.

8.1.2 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.

8.1.3 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.

8.2 Should the Kulin Retirement Homes Inc Committee decide to terminate this

contract, the Tenant shall be given fourteen (14) days notice in writing of their intention to do so. The Tenant may continue to reside in and occupy the unit until the fixed date.

9. Exceptional Circumstances

- 9.1 For exceptional circumstances the Tenant may apply to the Committee in writing for consideration.
- 9.2 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.

Kulin Retirement Homes Inc
WORKMAN ESTATE located in GORDON ST
TENANCY AGREEMENT
Attachment 1



Item 1 – Tenant/s

Name: _____

Name: _____

Unit No: _____ Address: 24 Gordon St, KULIN 6365

Contact Phone: _____ Mobile: _____

Item 2 – Non Refundable Ingoing Fee _____

Item 3 – Refundable Bond (four weeks rent) _____

Item 4 – Refundable Pet Bond (refer 7. Pets) _____

Item 5 – Rent (fortnightly) \$504.50 _____

Item 6 – Date of Commencement

The _____ Day of _____ 20 _____

I/We agree to the conditions of the Kulin Retirement Homes Gordon St Tenancy Agreement, including Attachments 1 and 2.

Tenant signature _____ Witness Signature _____

Tenant name _____ Witness Name _____

Tenant signature _____ Witness Signature _____

Tenant name _____ Witness Name _____

Date: _____

Kulin Retirement Homes Inc

WORKMAN ESTATE located in GORDON ST
TENANCY AGREEMENT
Rent Amendments (1 July)
Attachment 2



Date: _____

- Tenants of WORKMAN ESTATE in Gordon St will pay the same annual rent increase as tenants in Kulinda.
- This increase is based on 25% of the base pension, set by Centrelink in March each year.
- The increase shall apply to Workman Estate tenants from July 1 each year.

Amended Rent \$500 per fortnight **Date** 1 July 2020

Amended Rent \$504.50 per fortnight **Date** 1 July 2021

Amended Rent _____ **Date** _____

Amended Rent _____ **Date** _____

Amended Rent _____ **Date** _____

Amended Rent _____ **Date** _____

Amended Rent _____ **Date** _____

Amended Rent _____ **Date** _____

Amended Rent _____ **Date** _____

Amended Rent _____ **Date** _____

Amended Rent _____ **Date** _____

Amended Rent _____ **Date** _____

Amended Rent _____ **Date** _____

Amended Rent _____ **Date** _____

Amended Rent _____ **Date** _____

Kulin Retirement Homes Inc

WORKMAN ESTATE located in GORDON ST
TENANCY AGREEMENT
Condition of Premises at Date of Commencement
Attachment 3



The intention of this document/table is to record the current condition of the unit at the Date of Commencement. This is to ensure the Tenant is not held responsible for any prior damage or defects.

Please indicate any damage or defects on the table and record any other detail at 'Other'.

Room/Area	Floors	Walls	Paint	Cabinetry	Taps	Appliances
Kitchen						
Bedroom 1						
Bedroom 2						
Study						
Living						
Bathroom						
WC						
Laundry						
Garage						
Store						
Patio						
Fence/gates						
Outside						

Other _____

