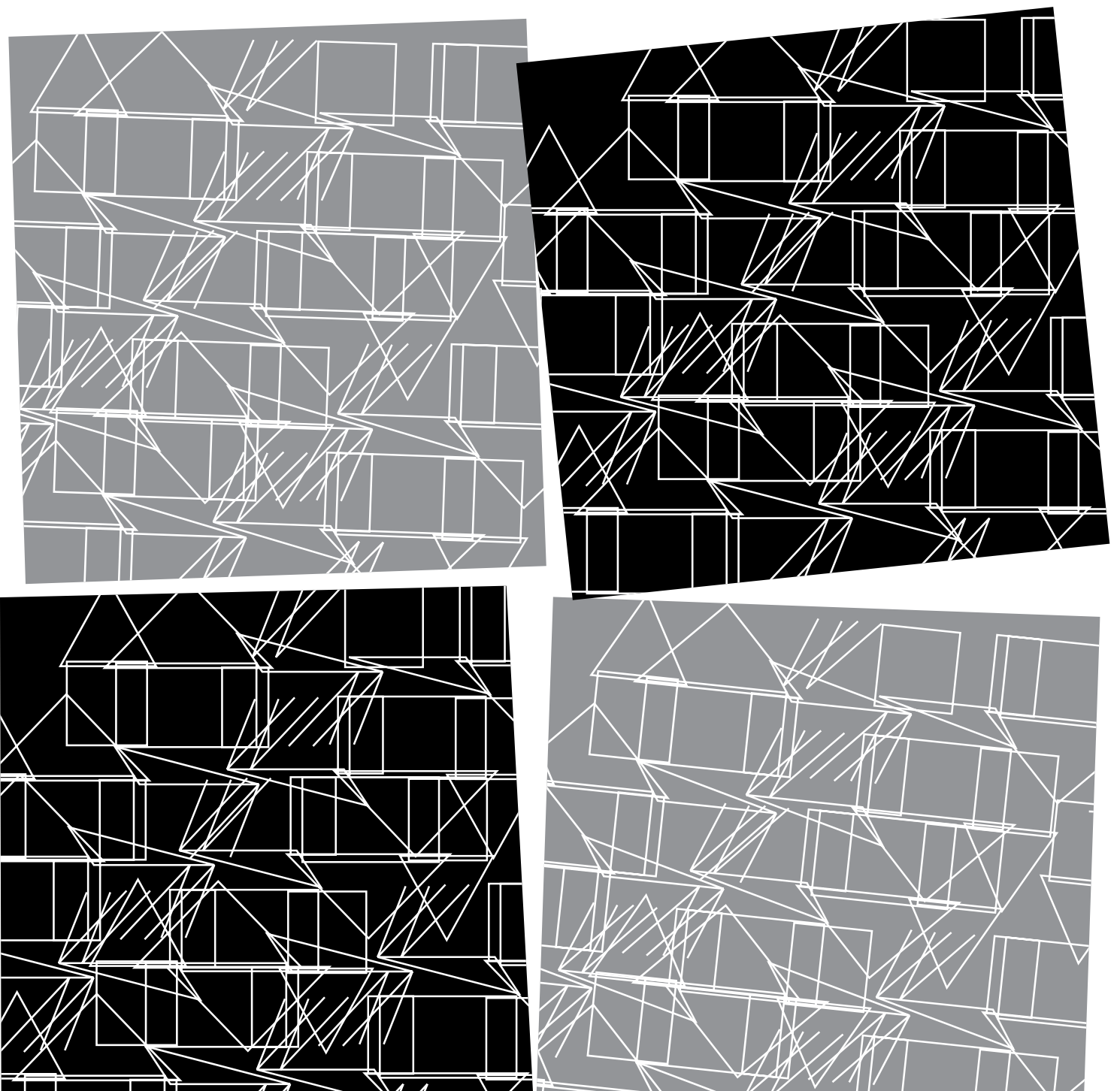


Teacher Tenancy Agreement

Name of teacher tenant:
Premises:

ISBN 978-0-7594-0712-1



AGREEMENT

Between

Minister for Education of 2 Treasury Place, East Melbourne 3002, for and on behalf of the State of Victoria and the Department of Education and Early Childhood Development (**the Landlord**)

and

Tenant name:

Premises address

Background

- A. The Tenant is a member of the teaching service and employed by the Department of Education and Early Childhood Development (**DEECD**) and has been engaged to teach at a School or provide educational services for the purpose of early childhood development.
- B. To assist the Tenant to obtain rental accommodation in the vicinity of the School, the Landlord has offered to lease the Tenant a property in the Landlord's portfolio of residential accommodation. The Tenant has agreed to accept this offer.
- C. The Landlord has agreed to grant to the Tenant a lease of the Premises upon the terms and conditions set out in this Agreement.

1. Definitions and Interpretation

1.1 In this Agreement, unless the context otherwise requires:

Act means the *Residential Tenancies Act 1997*.

Business Day means any day that is not a Saturday, Sunday or a public holiday in Melbourne, Victoria.

Commencement Date means the commencement date of this Agreement set out in Item 6.

Condition Report means the report prepared on behalf of the Landlord in accordance with the Handbook.

Consumer Price Index means the consumer price index published by the Australian Government Statistician.

Cost includes any cost, charge, expense, outgoing, payment or other expenditure of any nature.

Handbook refers *Teacher Tenancy Guidelines for Renting a Teacher House*, which is available on DEECD's website at: <http://www.education.vic.gov.au/teacherhousing>

Item means the relevant item in the Schedule.

Landlord's Officers means employees of the Department with the requisite authority delegated by the Landlord, pursuant to the *Education, Training and Reform Act 2006* (Vic) to enter into this agreement and/or administer the leasing arrangements on behalf of the Landlord.

Probationary Period is as described in Item 7.

Rent means the Rent described in Item 4.

Security Deposit means the security deposit set out in Item 8.

School means the host school at which the Teacher is employed.

2. Landlord's Reservations

2.1 The Landlord reserves the right for the Landlord and the Landlord's Agents and Officers to:

- (a) carry out any works that may be required to comply with any applicable law;
- (b) create any registered or unregistered easement or other right over the Premises as long as it does not adversely affect the Tenant's rights under this Agreement;
- (c) carry out its obligations under this Agreement;
- (d) inspect the Premises;
- (e) value the Premises;
- (f) show prospective tenants though the Premises;
- (g) enter the Premises for the purposes set out in this Clause 2.

2.2 Except in an emergency, the Landlord must give the Tenant 24 hours' notice of the Landlord's intended exercise of the rights set out in Clause 2.1. The Landlord must only exercise the rights at reasonable times and must minimise interference to the Tenant when doing so.

3. Rent

The Tenant agrees to pay the Rent to the Landlord. The Landlord's Officer may deduct the Rent from the salary of the Tenant that is paid by the Department. The Tenant further agrees that the Landlord's Officer may deduct any arrears in Rent in respect of any period of occupation of the premises by the Tenant under this Agreement prior to the commencement of the Tenant's salary cycle.

4. Review of Rent

Rent will be reviewed periodically by the Department's Infrastructure and Sustainability Division in consultation with the host school; with due consideration given to local market rents.

5. Cost of Agreement

Each party shall bear its own costs of, and incidental to, this Agreement.

6. Security Deposit

6.1 When this Agreement is signed the **Security Deposit** is to be paid in full by bank cheque or money order at the amount specified in Item 8.

6.2 The Security Deposit is held in the Department's suspense account. There is no interest accrued in the suspense account.

6.3 The Landlord may, without notice to the Tenant, use the Security Deposit for any Cost incurred or loss suffered by the Landlord as a result of a breach by the Tenant of this Agreement.

6.4 Subject to Clause 6.3, and the Tenant's compliance with all of its obligations under this Agreement, the Landlord will return the Security Deposit to the Tenant within three (3) months after expiry or termination of the Lease.

7. Utility

7.1 Tenant's liability for Utility Charges

The Tenant must pay:

- (a) all charges in respect of the supply or use of services including, without limitation, electricity, gas and telephone in respect of the Premises, except for installation costs and charges for the initial connection of the service to the Premises;
- (b) the cost of water consumption at the Premises during the Tenant's occupancy;
- (c) all charges in connection with the consumption of bottled gas at the Premises (excluding the cost of the supply of the gas bottle).

7.2 If the Landlord pays for anything for which the Tenant is liable under Clause 7.1, the Tenant must reimburse the Landlord within 20 Business Days after receiving a written request for reimbursement and attaching a copy of the account, the receipt or other evidence of payment.

8. Maintenance, Repair and Alterations

8.1 Subject to fair wear and tear, the Tenant must keep the Premises in a clean, good and substantial condition and carry out all necessary repairs, having regard to the condition of the premises as described in the Condition Report. The Tenant is not required to carry out structural or capital repairs unless the Tenant has caused the damage giving rise to the need for such repairs. The Condition Report must be completed by the Tenant within three (3) business days of moving into the premises and sent to the Landlord. If the Tenant fails to return the Condition Report, then the official record will be the Condition Report as completed by the Landlord or the Landlord's Officer. In such an event, a copy of the Condition Report as completed by the Landlord or Landlord's Officer will be sent to the Tenant.

8.2 The Tenant must replace any broken or damaged glass in the Premises where the glass is broken or damaged by the Tenant.

8.3 The Tenant must maintain all garden and landscaped areas in the premises.

8.4 If the Tenant does not carry out any repairs, maintenance or other works required under this Agreement within 10 Business Days of receiving written notice from the Landlord or the Landlord's Officer, the Landlord or Landlord's Officer may enter the premises to carry out such repairs, maintenance and works at the cost of the Tenant which must be paid to the Landlord on the next date for the payment of Rent.

8.5 The Tenant must give the Landlord prompt written notice of any material damage to the premises or anything likely to be a risk to the premises or any person on the premises.

8.6 The Tenant must not alter, demolish or replace all or any part of the premises without the Landlord or Landlord's Officer's prior written consent.

9. Tenant's Other Obligations

- (a) The Tenant must not:
 - (i) use the Premises for any purpose other than as a residence;
 - (ii) use the Premises for any illegal purpose;
 - (iii) keep any birds or animals on the premises without the Landlord's or Landlord's Officer's prior written consent; such consent will not be unreasonably withheld, having regard to the conditions set out in the Handbook;
 - (iv) do anything in or near the Premises that is noxious, offensive or a nuisance;
 - (v) cause any injury or nuisance to neighbours;

- (vi) keep or use chemicals, inflammable liquids, acids or other hazardous things in the premises or create fire hazards;
- (vii) overload the floor of the premises;
- (b) The Tenant must indemnify the Landlord for any cost, loss or liability suffered by the Landlord as a result of the Tenant's negligent use of the Premises.

10. Tenant's Interest Not Assignable

The Tenant may not assign its interest under this Agreement or sub-let the whole or part of the premises.

11. Quiet Enjoyment

The Tenant may peaceably possess and enjoy the premises during the Term without any interruption or disturbance from the Landlord except as provided for in this Agreement.

12. Tenant's Default

12.1 The Landlord or the Landlord's Officer may terminate this Agreement by re-entry or 14 days notice in writing if:

- (b) the Rent is unpaid for 14 days after becoming due for payment;
- (c) the Tenant does not meet its obligations under this lease.

12.2 Probationary Period

If the tenant is non-compliant with the terms of the agreement during the probationary period, the Landlord or the Landlord's Officer with the delegated authority may give written notice requesting that the teacher tenant vacates the premises immediately.

12.3 Termination by the Landlord ends this Agreement but the Landlord retains the right to sue the Tenant for unpaid money or for damages for breaches of its obligations under this Agreement.

13. Other Rights of Re-entry

13.1 The Landlord may give the Tenant 21 Business Days' notice of termination of the Lease if:

- (a) the Tenant has been on leave from its employment at the School for a period of 13 weeks or more; or
- (b) the Tenant's employment at the School ceases (provided that if the Tenant's effective date of retirement or resignation is on or after 30 November only five Business Days written notice of termination is required).

13.2 Despite anything to the contrary, if the Tenant's employment at the School ceases as a result of the Tenant's death then, upon request, the Landlord will allow the Tenant's domestic partner to remain in occupation of the Premises for a maximum period of three (3) months after the Tenant's death on the terms and conditions of this Agreement. This arrangement is subject to the payment by the Teacher's domestic partner of an amount equal to the Rent payable under this Agreement as directed by the Department.

13.3 Either party may terminate this Agreement by giving not less than 5 Business Days written notice to the other if:

- (a) the premises are unfit for human habitation; or
- (b) the premises are destroyed totally or to such an extent as to be rendered unsafe.

13.4 Removal of Tenant's Property on Re-entry

The Landlord may, on re-entry or termination, remove from the premises any property of the Tenant including any fixtures, fittings or chattels which are not the Landlord's property

and place them outside the premises or store them at the Tenant's cost for three (3) months. The Landlord will not be liable for any loss or damage caused.

14. Holding Over

Should the Tenant continue to occupy the Premises beyond the end of the Term the Tenant may occupy the Premises as a monthly Tenant and the Rent payable under this Agreement. Either party may end this Agreement during any period of holding-over, by giving the other party 21 days' written notice to the other party expiring at any time.

15. End of Tenancy

At the expiration or the earlier determination of this Agreement the Tenant must surrender and yield up to the Landlord the premises clean and free from rubbish and in a condition consistent with the Tenant's obligations under Clause 8.

16. Notices

16.1 A notice, consent, approval or other communication (each a "Notice") under this Agreement shall be in writing, signed by or on behalf of the person giving it, addressed to the person to whom it is to be given. Such notice must be served by being:

- (i) delivered;
- (ii) sent by pre-paid mail;
- (iii) transmitted by email, facsimile; or

to that person's address as set out in the Schedule.

16.2 A Notice given in accordance with this Clause 16 is treated as having been given and received if:

- (i) on the day of delivery, delivered before 4.00 p.m. on a Business Day, otherwise on the next Business Day;
- (ii) sent by prepaid mail, delivered before 4.00 p.m. on the day of actual delivery on a Business Day, otherwise on the next Business Day;
- (iii) transmitted by facsimile and the transmission report states that it was sent in full and without error, if that report states that the transmission was completed before 4.00 p.m. on a Business Day, otherwise on the next Business Day.

17. Residential Tenancies Act 1997 (Vic)

The parties acknowledge that the Act does not apply to this Agreement.

18. Acknowledgment

The Tenant acknowledges receipt and provides an undertaking to review the Handbook before signing this Agreement; and accordingly the Tenant agrees to comply with the terms and conditions of the Handbook.

19.1 The Tenant may end the Agreement by giving a minimum of 21 days' notice in writing to the School Principal, the Landlord or the Landlord's Officer. In special circumstances (e.g. the Tenant is transferred at short notice), consideration will be given by the Landlord or the Landlord's Officer to a shorter notice period.

Signed by in the presence of:

Signature of **tenant**

Witness (Principal/Business Manager/Estate Agent)

Print name in full

Print name in full

Two copies of the schedule must be signed by the tenant, witnessed by the school representative, then both copies are to be sent to the central office of the Department of Education and Early Childhood Development to be signed by the authorised officer.

Signed on behalf of the **Minister for Education** by the **delegated officer** on:

_____ day of _____ 20 _____ in the presence of:

Signature

Signature of Witness

Print name in full

Print name of witness in full

Office Use Only

Membership ID: _ _ _ _ _

(Region and SAMS Property Numbers)