

# CABIN RENTAL AGREEMENT

Between:

\_\_\_\_\_ (The TENANT)

and:

**Oceania Property Solutions Ltd** (The AGENT)

Acting on behalf of \_\_\_\_\_ (The OWNER)

## Agent's Details: Oceania Property Solutions Ltd

Physical Address for Service: .....

Postal Address: .....

Cabin Manager: ..... Phone: ..... Email: .....

## Tenant's Details:

### Primary Contact:

Name: ..... ID (Passport, D.Lic, other): .....

D.O.B. .... Phone: ..... Email: .....

### Additional Tenant:

Name: ..... ID (Passport, D.Lic, other): .....

D.O.B. .... Phone: ..... Email: .....

Physical Address where Cabin will be located:

.....

Postal Address for service (if different to above): .....

**Next of Kin / Emergency Contact:** Name: .....

Contact Address: .....

Phone: ..... Email: .....

## RENTAL AGREEMENT SCHEDULE

To Be Completed by OPS Admin

Cabin Reference Number: .....

Pets Permitted: YES ☐ NO ☐

Cabin Chattels: Fixed Floor coverings, light fittings, curtains, Fire Alarm, caravan lead & adaptor plug

**INSULATION:** Cabins are insulated in the walls, ceiling and underfloor.

Rent Per week: \$100, to be paid in advance weekly.

Bond Amount Held: \$400

Cabin Transport costs to site: ..... (collection on completion of tenancy is free).

Total payment required on tenancy commencement (1 weeks rent, Bond, Transport): .....

Date of tenancy commencement: ..... Fixed term tenancy agreement ending on: .....

Subsequent rent payments are to be paid weekly in advance, starting a week after the date of tenancy commencement.

### Payment method:

Rent to be paid by Automatic Payment into the below bank account:-

Oceania Property Solutions Ltd

**12-3099-0137798-00**

Particulars: <Last Name> Code: <First Name> Reference: <Cabin Reference Number>

Particulars: ..... Code: ..... Reference: .....

### Signatures:

The Tenant agrees to rent the Cabin and that they have read and understood and will observe the terms and conditions of this agreement and any attachment herto. Where the Tenant is more than one person they each agree they are jointly and severally liable to meet the Tenant obligations under the terms and conditions of this agreement

### Tenants:

Signature ..... Name: ..... Date: .....

Signature ..... Name: ..... Date: .....

### Agent:

Signature ..... Name: ..... Date: .....

Initials \_\_\_\_\_

## TERMS & CONDITIONS

The Tenant agrees and acknowledges the following:-

1. **TENANCY TYPE:** This is a Fixed Term tenancy for the period of six months unless by special agreement in writing, commencing on the date mentioned in the Rental Agreement schedule. The Tenant acknowledges that there is no guarantee that their tenancy will be extended after the expiration of the fixed term. If either party wishes to terminate the tenancy at the end of the fixed term, they must give between not more than 90 and not less than 21 days notice before the end of the fixed term. If no notice is given, the tenancy will become a periodic tenancy at the end of the fixed term. The Tenant may request in writing to the AGENT for an extension of the Fixed Term by another year, which will come into effect once agreed to by the OWNER.
2. **BOND:** - To pay the bond required of no more than four (4) weeks rent on signing of this agreement. The bond will be held by the AGENT until the end of the tenancy, at which time it will be refunded to the Tenant less any deductions for unpaid rent, loss, damage or cost of putting right any matter resulting from a failure by the Tenant to meet their obligations under this agreement. The Tenant understands bond monies must not be used towards rent payments during the tenancy.
3. **TRANSPORT COSTS:** The tenant agrees to pay for the transport cost of the Cabin from the depot to their location. The return transport cost at the end of the tenancy period will not be charged to the Tenant unless they Lease Break (refer clause 26).
4. **OUTGOINGS:** - To pay all electricity, gas, gas to heat hot water, telephone and internet charges and all other utilities relating to the tenancy premises such as outgoings being exclusively attributed to the Tenants occupation of the cabin.
5. **USE OF PREMISES:** - The Tenant shall comply with all laws and regulations and shall not act in a way that causes the OWNER to be subject to any additional insurance premiums. The Tenant shall not sublet, assign, or part with possession of the cabin or the Chattels or any part thereof. The Cabin must not be moved from the agreed location. The use of online home sharing platforms, such as Airbnb, which grant exclusive possession of the Cabin to guests, is not deemed to be subletting and is permitted but the Tenant remains responsible for all required repairs. The Tenant further agrees that the OWNER or AGENT may during the tenancy, with or without the assistance of an expert, conduct a test for the presence of methamphetamine after giving the Tenant the correct notice of a routine inspection.
6. **CHATELS:** - Not to remove any Chattel from the Cabin, and to replace any damaged or removed/lost Chattel with a similar item of the same quality or better.
7. **MAINTAINENCE:** - To keep the interior and exterior of the Cabin and Chattels in a clean and tidy condition and in good repair. The Tenant is required to replace all light bulbs as they become unserviceable due to damage or usage. Should the Tenant damage or break any glass, mirrors or light fittings and shades/curtains the Tenant agrees to repair or replace these. The Tenant agrees that any replacement items will be of the same quality or better as what was there when they moved in. The Tenant shall not paint or drive nails, pins or screws into the Cabin (including but not limited to the walls, doors, floors, ceilings frames, fixtures, fittings, chattels) or affix any kind of adhesive or tape without prior written consent from the OWNER, In the event that damage is caused the Tenants agree to rectify this to the same or better condition. Rubbish must be removed in a timely manner.
8. **HEATING/OPEN FLAME:** - The Tenant agrees not to use candles, decorative candles, incense, portable gas heaters or any form of open flame inside the Cabin.
9. **PROPERTY CARE:** - The Tenant agrees to wipe up any liquid spilled on the floor to prevent damage being done to the floor and subfloor. The Tenant agrees not to leave matches and fire sources available to children.  
The Tenant has permission to remove the drapes / curtains to hang their own. The Tenant agrees to look after any of the drapes / curtains while stored and at the end of the tenancy, the Tenant agrees to rehang the OWNER's drapes / curtains.  
The Tenant agrees to not interfere with nor make non-operational any facility that may be provided with the premises (eg. smoke alarms, fire extinguishers etc).  
The Tenants agrees to only use legal power leads for the cabin power supply.
10. **VENTILATION:** - To keep the Cabin well ventilated at all practical times to prevent the build-up of mould and mildew and shall use their best endeavours to prevent and remove mould and mildew should it occur.
11. **ALTERATIONS/ADDITIONS:** - That no renovations, alterations or additions will be made in or to the Cabin, fixtures and fittings or Chattels by the Tenant or others. The Tenant acknowledges that no installation of hard-wired internet is to be done on the Cabin.
12. **SMOKE ALARM CARE:** - The smoke alarms installed are long-life battery models rated for 10 years. The Tenant agrees to test the smoke alarm at least once a year, and to dust/vacuum it at least once a year. The Tenant agrees to advise the AGENT as soon as practicable if the Tenant becomes aware that the smoke alarm has failed.

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13. **NOTIFICATION TO OWNER:** - The Tenant shall notify Oceania Property Solutions as soon as possible after the discovery of any damage to the Cabin or the need for any repairs to be carried out.
14. **CALL OUT CHARGES:** - The Tenant agrees to pay any tradesperson call out charges if prior arrangements to allow a tradesperson/s to enter the Cabin as arranged to effect repairs are not adhered to or if no fault is found by the tradesperson on attending the matter reported or if the Tenant misinforms Oceania Property Solutions of the work required. If the repairs are due to any damages or negligence by the Tenant, the Tenant shall be liable for all costs of repairs.
15. **PESTS:** - The AGENT agrees to ensure the Cabin is free from the presence of fleas, rats, mice, cockroaches, ants and flies at the start of the Tenancy. The Tenant must ensure the property meets the same standard at the end of the tenancy.
16. **PETS:** - Not to keep or feed or allow or permit any other person to keep, feed or allow or permit any pets or other animals in the Cabin without prior written permission from Oceania Property Solutions. If any damage occurs to the Cabin or Chattels the Tenant shall advise the AGENT immediately. Any damage caused will be the responsibility of the Tenant and made good by the Tenant during and at the end of the tenancy.
17. **SMOKING AND ILLEGAL SUBSTANCES:** - Not to smoke cigarettes or cigars or possess or take illegal substances in the Cabin, and that they are not to consume any illegal substance or have any illegal substance in or about the Cabin. The Tenant agrees to forfeit their bond for purposes of cleaning if at the termination of tenancy, the cabin is tested for methamphetamine and found to have a reading of 1.5yg/100cm<sup>2</sup> or greater. The AGENT agrees to only provide Cabins to Tenants that are deemed habitable.
18. **CARPETS:** - The Tenant agrees not to place pot plants, fridges, freezers, or anything that may cause damage to carpeted areas. If the carpets were cleaned to a certain standard at the start of the tenancy, the tenant must ensure the carpets are cleaned to the same standard, fair wear and tear excepted, at the end of the tenancy.
19. **KEYS:** - That Oceania Property Solutions shall hold a complete set of keys to the Cabin. No locking device(s) will be installed or changed without the agreement of the AGENT and that 2 sets of any new keys must be supplied to Oceania Property Solutions in a timely manner. The Tenant shall be responsible for any costs incurred if they should lock themselves out of the Cabin. When vacating the Tenant shall deliver all keys to the AGENT's Cabin Transporter. The Tenant shall be liable for all costs of replacing keys that are lost, misplaced or not returned by their vacate date.
20. **INSURANCE:** - It is the Tenant's and approved occupant's responsibility to adequately insure their own property and possessions.
21. **RIGHTS OF ENTRY:** - Oceania Property Solutions may enter the premises having given prior notice:
- With the Tenant's consent (consent may not be unreasonably withheld).
  - In case of an emergency.
  - By giving 24 hours' notice for any repairs and maintenance taking place between 8am and 7pm.
  - To inspect and test the Cabin, as required, should unlawfully activity be suspected.
  - For an inspection of the Cabin or work done after 48 hours' notice.
- The Tenant acknowledges that Oceania Property Solutions will inspect the Cabin from time to time and is not required to have the Tenant present during the inspection. The Tenant acknowledges and consents to photographs or videos being taken as part of any Cabin inspection including the testing of Methamphetamine or for any other lawful purpose.
22. **RENT REVIEW:** - Oceania Property Solutions reserves the right to review the rent and increase it to be that or similar to fair market value. The notice for rent to increase will be 60 days and any review will not increase the rent within 1 year of the start of tenancy or the last increase.
23. **DEBT RECOVERY:** - All costs incurred in the recovery or attempted recovery of unpaid rent, loss, damage or cost of putting right any matter resulting from a failure by the Tenant to meet their obligations under this agreement are payable by the Tenant. Costs payable by the debtor shall include, legal fees, commissions, fee's and disbursements, and/or court filing fees and disbursements. The Tenant authorises that if the Tenant causes any financial or material loss to Oceania Property Solutions and/or the OWNER the Tenant name(s) may be placed in the files of debt collecting and consumer reporting agencies.
24. **RENT PAYMENTS:** - The Tenant shall pay their rent on time and in advance. The Tenant agrees to pay the rent by electronic payment weekly and to use the reference supplied by the AGENT. All payments made to Oceania Property Solutions are to be free of all deductions and bank charges. In the event the Tenant makes any payment into Oceania Property Solutions' bank account which is unidentifiable and requires them to incur a bank charge to identify the payment the Tenant agrees that they are entitled to deduct such fee from the payment and the Tenant agrees to pay them that fee immediately.

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25. **TERMINATION OF TENANCY:** - In a periodic tenancy the Tenant must give no less than 21 days notice in writing to terminate the tenancy. Such notice is not effective until the date of its receipt by Oceania Property Solutions. In the event that the Cabin is sold or the OWNER or a member of their family or employee wishes to take possession of the Cabin, Oceania Property Solutions shall give the Tenant 42 days notice to terminate the tenancy. Oceania Property Solutions may give 90 days notice to terminate the tenancy. No notice can be given regarding terminating a fixed term tenancy without the written agreement of both Oceania Property Solutions and the Tenant.

Oceania Property Solutions may seek immediate termination in any case where:

- Rent is 21 days or more in arrears.
  - The Tenant has caused or threatened to cause substantial damage to the Cabin.
  - The Tenant has assaulted or threatened to assault the OWNER or any of its AGENTS including Oceania Property Solutions personnel, a member of the OWNER's family, or a neighbour.
  - The Tenant has failed to comply with a 14 days notice to remedy a breach.
26. **LEASE BREAK:** - Should the Tenant wish to end a Fixed Term Tenancy before the end date, the Tenant understands and agrees that they must discuss this with the AGENT as soon as reasonably practicable. If the OWNER agrees to work through the process to end the Fixed-Term tenancy the Tenant will be responsible for all reasonable costs associated with this. The Tenant understands that these costs will include, but are not limited to, an upfront payment of a Lease Break Fee (to cover the OWNERs Letting Fee), all advertising costs and credit check cost and including the costs of returning the cabin to the depot. The Tenant understands that they will be responsible for all rent up until the day before the new Tenants lease begins. The Fixed Term Lease will not be deemed to have ended until official notice has been given by Oceania Property Solutions with the end date.
27. **VACATING:** - The Tenant agrees that at the termination of the tenancy, to deliver all keys to the AGENT's Cabin Transporter, and remove all rubbish and personal belongings from the Cabin. Failure to do so may result in professional cleaning, replacement of keys or other costs to be paid by the Tenant.
28. **CABIN DELIVERY:** Cabin delivery will be organised between AGENT and Tenant for a mutually agreeable time. Tenant must be home at agreed time of delivery and it is the Tenants responsibility to clear access ways to desired Cabin location. Foundation blocks for the Cabin will be supplied by the AGENT.
29. **CABIN COLLECTION:** On completion of the tenancy the collection of the Cabin will be by agreement between the Tenant and the AGENT. In instances where the tenancy has not completed but the AGENT has sought immediate termination for reasons outlined in clause 25 the AGENT will endeavour to collect the Cabin as soon as practically possible without the agreement of the Tenant.
30. **SERVICE OF NOTICES:** - Any notice to the Tenant will be deemed served if posted by ordinary mail to the Tenant Address for Service. Any Notice to Oceania Property Solutions will be deemed served only when received at Oceania Property Solutions' Address for Service. Notices can be served via email and shall be deemed to have been received on the same day the email was sent. Changes in the particulars of either party must be notified to the other party within 10 working days.
31. **ELECTRONIC SIGNING:** - Electronic signature means an electronic method of signing that identifies the person and indicates their intention to sign this agreement. If this agreement is signed by any party using an Electronic Signature, the Tenant and OWNER
- (a) agree to enter into this agreement in electronic form
  - (b) consent to either, or both parties, or the AGENT signing this agreement using an Electronic Signature
32. **TERMINOLOGY:** - Except where inconsistent with this agreement and context the term:
- "OWNER" includes the cabin owner, their executor, administrator, agent, successors or permitted assignee.
  - "Tenant" includes the Tenant(s), their executor(s), administrator(s) or permitted agent(s).
  - "AGENT" includes Oceania Property Solutions, their executor, administrator, or permitted assignee.

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