

# Caretaker Residential Tenancy Agreement

Special conditions applying to the accommodation provided by the Islamic Society of Darwin to employee in respect of the Contract of Employment between Islamic Society of Darwin and (the "Imam).

It is jointly agreed between the Islamic Society of Darwin and the employee that any reference to the word "owner" or "lessor" in this tenancy agreement is taken to mean the ISD acting as a landlord as defined in the Northern Territory Residential Tenancies Act.

The provision of residential accommodation at 53 Vanderlin Drive, Wanguri NT 0810 by the Islamic Society of Darwin to Imam is made in accordance with Clause 4.7 to Contract of Employment between the Islamic Society of Darwin and Imam.

It is required that

- The tenant will supervise the maintenance person/caretaker of the Mosque, Community Hall and the area around i.e. 53 Vanderlin Drive, Wanguri, NT 0810, to ensure the security of the property.
- These conditions and obligations may be reviewed by ISD.

## SPECIAL CONDITIONS

### Special Condition 1

#### MAINTENANCE OF OUTDOOR AREAS

The Tenant agrees to maintain all out-door areas *around the residence he is occupying*, such maintenance shall include not be limited to:

- cleaning and removing rubbish;
- keep paths, drive ways and paved areas clean and free mould;
- removing noxious weeds;
- irrigating and mowing the garden and lawn areas at the Tenant's expense;
- not cutting down or damaging any tree or shrub planted on the Premises, save as may be necessary in the interests of safety or for the purpose of a reasonable firebreak;
- not accumulating or storing property including vehicles on the lawn or garden areas; and
- any other reasonable measure required by the Authorised officer.

### Special Condition 2

#### ALTERATIONS and OCCUPENCY

The Tenant agrees *not to* deface, mark or injure or drive nails, plugs or screws into any wall, ceiling, partition, floor or wood, brick, stone, or iron work of the premises or the Landlord's furniture, fittings or fixtures without first obtaining the written consent of the Authorised Officer.

- The tenant must make good to any damage to the premises or removal of any fixtures and fittings.
- Any fixtures or fittings not removed by the tenant before the tenant leaves the premises become the property of the lessor.

Unless otherwise agreed in writing, the tenant must only use the premises for residential purposes.

The tenant must not:

- use the premises, or permit them to be used, for an illegal purpose to the detriment of the lessor's interest in the premises; or
- cause or permit nuisance; or
- interfere, or permit interference, with the quiet enjoyment of the occupiers of nearby premises.

The tenant must not leave the premises vacant for more than 3 weeks without notifying the lessor.

- The tenant must not assign or sublet the premises or any part of them without the written consent of the lessor.
- No rights in relation to the premises may be created in any third party before consent is obtained from the lessor.

### **Special Condition 3**

#### **PUBLIC HEALTH**

1. The Tenant agrees not to allow a part of the Premises to become or continue to be in an unsanitary condition within the meaning of the Public Health Act or of any by-laws or regulations made under such Act.
2. If there breaks out on the Premises any serious or infectious disease such as but not limited to: typhoid fever, cholera, dysentery or tuberculosis or any other disease in respect of which notice must be given to the appropriate authority, the Tenant agrees to immediately advise the Authorised Officer and will disinfect, fumigate or take such other action as required under the Public Health Act.

### **Special Condition 4 FIRES**

The Tenant agrees to take all reasonable precautions to prevent fires in the grounds, including but not limited to:

- extinguishing all cooking fires after use;
- removing all accumulations of combustible material from the Outdoor Areas;
- cutting firebreaks and complying with any other reasonable requirement of the local fire and emergency services bodies;
- not storing inflammable materials or liquids on the Premises.

### **Special Condition 5**

#### **COMPLIANCE WITH HEADLEASES**

The Tenant agrees to comply with the covenants of any Headlease as if the covenants therein contained were conditions of this Agreement, to the extent that such covenants are capable of so applying.

### **Special Condition 6**

The Islamic Society of Darwin will not charge any rent from Imam.

## Special Condition 7

### THE ADDRESS FOR SERVICE OF DOCUMENTS

Notices or any other documents may be delivered in person, by post, by registered courier or by fax to the ISD at:

- the address of the ISD's representative *53 Vanderlin dr. Wanguri or PO box 41151 casuarina Wanguri*
- the following email address: [president@isod.org.au](mailto:president@isod.org.au) or [secretory@isod.org.au](mailto:secretory@isod.org.au)

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Notices or any other documents may be delivered in person, by post, by registered courier or by fax to the Tenant at:

- the premises to be let under this agreement; or
- the following email address: *imam@isod.org.au or xxxx@xxxx.com*

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It is noted that service of a termination notice must be served upon the tenant/s personally or by sending it by pre-paid post to the residence of the tenant/s or at the address for service detailed above (see Regulation 5 of the Residential Tenancies Regulations).

The lessor and the tenant acknowledge that notices forwarded by the methods identified above shall be effective unless another reasonable method for the service of documents has been communicated in writing to the other party.

### URGENT REPAIRS

Where urgent repairs are required, the tenant must contact the ISD or the ISD's nominee. For this purpose, the lessor's nominee is

\_\_\_\_\_ and the nominee's contact number is: \_\_\_\_\_

### Special Condition 8

If the premises are a unit under the Unit Titles Act 2001, the tenant must comply with the articles of the owner's corporation, and with any notice served in accordance with the articles, to the extent that they are not inconsistent with the standard residential tenancy terms in this agreement.

### Special Condition 9

### THE DURATION OF THE TENANCY - WHETHER FOR A FIXED TERM OR PERIODIC

The Tenancy shall consist of:

- o An agreed fixed term from \_\_\_\_\_ (commencing date) (inclusive) and to \_\_\_\_\_ (finishing date) (inclusive);

## **VACATING THE PREMISES**

The tenant must leave the premises-

- in substantially the same state of cleanliness, removing all the tenant's belongings and any other goods brought onto the premises during the duration of the tenancy agreement; and
- in substantially the same condition as the premises were in at the commencement of the tenancy agreement, fair wear and tear excepted.

### **Special Condition 10**

#### **BOND**

The tenant will pay \$XXXX bond money. This Money will be released to the tenant subject to the state of the property as per mentioned in the above conditions. The lessor shall arrange for the deposit the bond with the Office of Rental Bonds (unless the lessor and tenant agree that the tenant shall deposit the bond). The bond shall be lodged within 2 weeks after the day the lessor receives the bond

### **Special Condition 11**

#### **VISITORS/GUESTS**

The tenant is personally responsible for the actions or omissions of visitors, guests or other people on the premises if:

- The action or omission would if performed by the tenant have constituted a breach of this tenancy agreement; and
- The person is on the premises with the permission of the tenant.

The tenant is not personally responsible for the actions or omissions of a person who is on the premises:

- at the request of the lessor; or
- to assist the lessor perform any of the duties of the lessor under this tenancy agreement (whether at the request of the lessor or the tenant); or
- Without the consent of the tenant.

### **Special Condition 12**

#### **INSPECTIONS**

The lessor may inspect the premises twice in each period of 12 months following the commencement of the tenancy.

- In addition to the inspections provided for in the previous clause, the lessor may make an inspection of the premises-

- within 1 month of the commencement of the tenancy; and
- in the last month of the tenancy.
- The lessor must give the tenant 1 month's written notice of an inspection.
- The inspection must take place at a time agreed between the parties with reasonable regard to the work and other commitments both of the tenant and of the lessor (or their agents).
- If the parties are unable to agree on an appropriate time, the lessor or the tenant may apply to the tribunal for an order permitting access at a specified time.

**Special Condition 13**

**SERVICE CHARGES**

The tenant is responsible for all charges associated with the consumption of all the services supplied to the premises, including electricity, gas, water and telephone.

Electricity charges are as per the sub- meter installed.

Failure to perform above conditions and other mentioned responsibilities satisfactorily may result in termination of this agreement and tenant being asked to vacate the accommodation.

**DATE OF THE AGREEMENT SIGNATURES TO THE AGREEMENT**

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*Date of the Agreement* .....

*Lessor's name and signature* .....

*Witness (to lessor's name and signature)* .....

*Tenant's name and Signature/s* .....

*Witness (to Tenants name and signature)* .....