



Deakin Student
Legal Service

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Co-Tenancy Agreement

Information Sheet

This co-tenancy agreement is provided as a guide only. It has been prepared based on common disputes that occur in shared households. It is not intended to be an exclusive and comprehensive document for all housing arrangements.

Why should I use this co-tenancy agreement?

This co-tenancy agreement helps tenants deal with common problems in shared households. You can use this agreement to set out the rights and responsibilities between co-tenants. It does not change your rights or responsibilities under the lease with the landlord. If a conflict arises between the terms of the lease or the *Residential Tenancies Act 1997 (Vic)* ('RTA') and this co-tenancy agreement, the lease and RTA will prevail.

The agreement helps co-tenants understand how much money they will need to pay, and what kind of duties and behaviours are expected within the house.

How do I use this agreement?

Everyone signing the agreement should read entire document first. Before anyone signs, make sure all the details are filled out correctly. Everyone should sign the first and last page on the one document, and copies should be made for each person who is signing. Make sure you keep the original agreement in a safe place.

What if someone breaks the agreement?

If someone breaks this agreement, it can be enforced against that person. This means the signed agreement can be shown in Court as evidence of what a person has agreed to do but has not done. The Court may tell that person to do the things agreed in the document, such as pay money to another tenant.

How do we enforce this agreement?

Disputes under this agreement may be resolved through the Magistrates' Court. However, in many cases, making an application in the Magistrates' Court, together with lawyer fees, is a costly way to resolve disputes. Students should seek legal advice before going to the Magistrates' Court.

What are other ways to resolve disputes?

To save time and money, and to maintain a good relationship with your housemates, you can go to mediation. In mediation, an independent third person tries to help everyone agree on a final decision. They can also help you put an agreement in writing. Unless mediation is ordered by a Court or Tribunal, your housemates don't have to go to mediation if they don't want to.

Free independent mediation services are offered by the Dispute Settlement centre of Victoria. You can visit www.disputes.vic.gov.au, or call **1300 137 164** for more information.

You can also contact the Deakin Student Legal Service. We can give students advice on ways to resolve your dispute.

How can we make small changes to the agreement?

You can make small changes to the agreement if everyone agrees by crossing out and/or adding by hand. Each tenant will need to write their initials and the date on the original agreement next to the change to show that they accept the change. Remember to make copies of the changed agreement for everyone.

How can we make large changes to the agreement?

For lots of changes or changes which are very important (for example, a change in the rent amount), we recommend you sign a new agreement.

What happens when tenants are replaced?

You can sign a new agreement with the new group of co-tenants, or the new tenant can initial and date every time their name replaces the name of the tenant who is leaving. This shows that they accept the rights and responsibilities set out under this agreement.

What should we do if a section is not relevant to us?

Where a section is not relevant you should remove it from the agreement. You can remove the section by drawing a line through the words and having all the co-tenants initial the removal. You can also use this agreement as an example, and write a new agreement with the sections you want.

Irrelevant sections could include:

- If the property does not have a landline phone, you may remove that box on page 7; or
- If the rent includes some bills such as electricity, gas or water then you may remove those boxes on page 6; or
- If the parties do not wish to have a chore schedule as stated in 11.2 on page 7, that section may be removed.

How do I get more information?

If you have any questions or require more information, please contact the Deakin Student Legal Service. You can book an appointment online at <http://www.eclc.org.au/deakin>

Co-Tenancy Agreement

1. This Agreement

1.1 The "**Parties**" to this Agreement are as follows:

	Tenant Name (print)	Signature	Witness
1			
2			
3			
4			
5			
6			

Date: _____

(Attach a Schedule with more names if required)

- 1.2** This Agreement is created as a legally binding contract. By signing this Agreement, the Parties agree to abide by its terms and conditions and intend for the Agreement to be legally enforceable.
- 1.3** This Agreement is intended to operate alongside the Lease signed by the landlord and the Parties as residential tenants at the Property in order to clarify the Parties' rights, obligations and expectations while they are co-tenants.
- 1.4** Unless otherwise defined, all terms have the meaning given in the Lease.
- 1.5** A copy of the Lease and all other written agreements are attached to this Agreement at Annexure 1.

2. Particulars of the Property and Agreement

		Complete this column
2.1	The address of the Property is:	
2.2	The agent's details are:	
2.3	The commencement date of this Agreement is:	

2.4 Unless terminated earlier (or replaced by a new Agreement), this Agreement expires when the Lease comes to an end.

3. Rent

3.1 The total rent payable per calendar month is: \$_____.

3.2 The rent is due on:_____day of every month.

3.3 Each Party agrees to contribute the following amounts for rent every month on or before the day rent is due:

	Tenant Name (print)	Rent (\$)
1		
2		
3		
4		
5		
6		

(Attach a Schedule with more names if required)

3.4 Each Party is to pay their contribution to the rent by _____(specify the due date).

3.5 Payment is to be made in the following way:

*[* choose one option by deleting the options that are not applicable]*

[*] in cash direct to _____ (Tenant Name)

[*] by electronic funds transfer to _____ (Tenant Name) into the following bank account: BSB: _____ Account No.: _____.

[*] by electronic funds transfer to the Agent into the following bank account:

BSB: _____ Account No.: _____.

3.6 Each Party with an extra benefit will contribute an additional amount to the Rent as follows (payable in the same manner as the Rent is payable):

	Benefit	Tenant Name (print)	Rent (\$)
1	Master bedroom		
2	Bedroom with large / walk in wardrobe		
4	Bedroom with access to balcony		
5	Use of undercover / off-the-street carpark		
7	Bedroom with private air-conditioning / heating		
8	Other (<i>insert</i>)		

3.7 Any rent increases for the Property will be shared proportionately between the Parties to this Agreement taking into account any individual tenant benefits specified in clause 3.6.

4. Bond

4.1 The total bond payable for the Property is \$_____.

4.2 The Residential Tenancies Bond Authority Bond ID number is _____.

4.3 Each Party agrees to contribute the following amounts to the bond:

	Tenant Name (print)	Bond Contribution (\$)	Tick and initial if signed the Bond Lodgement Form
1			
2			
3			
4			
5			
6			

(Attach a Schedule with more names if required)

4.4 The bond is to be collected by _____(insert person's name) and provided to the agent by the due date for payment.

_____ (insert person's name) will keep the bond receipt for safekeeping.

4.5 The Parties agree that their claim to the bond shall be in proportion to the amount contributed by each Party as specified in clause 4.3.

4.6 If an incoming tenant is replacing an outgoing tenant:

- (a) The incoming tenant shall pay out the outgoing tenant's share of the bond in cash and retain a receipt;
- (b) The outgoing tenant and the incoming tenant will notify the Residential Tenancies Bond Authority of the transfer within 5 business days of the transfer; and
- (c) The outgoing tenant and the incoming tenant will complete a Bond Tenant Transfer Form to replace the outgoing tenant's name with the incoming tenant's name; and
- (d) the outgoing tenant will procure the landlord to:
 - (i) notify the Residential Tenancies Bond Authority of the transfer within 5 business days of the transfer; and
 - (ii) complete a Bond Tenant Transfer Form to replace the outgoing tenant's name with the incoming tenant's name.

5. Lease and Rules

5.1 The Parties agree to be bound by the terms of the Lease, the *Residential Tenancies Act 1997* (Vic) and any house rules, conditions or local laws that apply to the Property.

5.2 This Agreement in no way modifies the Lease between the landlord and the tenants. This Agreement only defines the relationship among or between the Parties for the term of the Agreement.

(Attached is a copy of the Lease and any rules, regulations, and conditions provided by the landlord and any house rules dealing with use of the property, e.g., rules regarding overnight guests, electronic equipment and parties.)

6. Household furniture / white goods

6.1 The Parties agree that: [**Amend as applicable*]

(a) Each Party will contribute to the cost of purchasing white goods and household furniture equally for use at the Property for the duration of the Lease term. The Parties agree that their claim to the white goods and household furniture will be in equal proportion to the amounts initially contributed; and / or

(b) Each Party who brings their own white goods and household furniture to share during the term of the Lease will take their white goods and household furniture with them when they leave the Property.

6.2 Should any of the household furniture or white goods get damaged, the Party responsible for the damage will be required to pay to reinstate the property to its original condition.

6.3 If the damage is caused by a third Party who is a guest of the tenant, that tenant will be responsible to pay for the repairs personally.

7. Damage, Repairs and Maintenance

7.1 No repairs or improvements to the Property shall be undertaken unless unanimously agreed to in writing by all the Parties and consented to by the landlord.

7.2 Each Party is responsible for their proportionate share of any claim for damages made by the landlord.

7.3 If liability for damage, repairs or maintenance cannot be adequately apportioned, the Parties agree that the cost will be split equally between them.

8. Pets

8.1 Parties shall abide by the pet rules established by the landlord in the tenancy and the local laws that apply to the Property.

9. Bills

9.1 The cost for utilities and shared household services shall be split equally between the Parties. Each Party will be liable to pay for these services during the period in which they are a tenant, regardless of usage or time spent at the Property.

9.2 The Parties are responsible for paying their share of bills 7 days prior to the due date for each bill to the nominated Party. The nominated Party responsible for collection of funds, payment of bills and safekeeping of receipts is: _____

9.3 If any Party does not pay their share of the bills, that Party must pay the other Parties for any late fees incurred as a result. That payment must be made as soon as such late fees are incurred.

- 9.4** The Parties who contract with the respective service providers must take reasonable steps to:
- (a) inform all Parties of any bills, extra charges and any changes to service contracts in a timely manner;
 - (b) aid in the resolution of any disputes;
 - (c) assist with the authorisation of any Parties on the account and the transfer of accounts and contracts should a Party move out of the Property.
- 9.5** Each Party shall keep a record of their own long distance telephone calls and pay for their own long distance telephone calls.
- 9.6** The billing details for the Property are as follows:

Electricity	Person on contract: _____ Account number: _____ Company: _____ Billing cycle occurs every ____ days/month(s)
Gas	Person on contract: _____ Account number: _____ Company: _____ Billing cycle occurs every ____ days/month(s)
Water	Person on contract: _____ Account number: _____ Company: _____ Billing cycle occurs every ____ days/month(s)

Internet	Person on contract: _____ Account number: _____ Company: _____ Billing cycle occurs every ____ days/month(s) Cost per billing cycle: _____ Bandwidth limit: _____
Landline Phone	Person on contract: _____ Account number: _____ Company: _____ Billing cycle occurs every ____ days/month(s)

10. Recoverability of funds

- 10.1** Each Party must pay their share of bills while they are a tenant at the Property by the due date for payment.
- 10.2** If for any reason a Party fails to pay their share of bills and the remaining tenants are required to pay for the defaulting Party, those payments are recoverable against the defaulting Party as soon as a receipt evidencing the payment has been issued.

11. Cleaning

- 11.1** The Parties agree to equally participate in cleaning the premises regularly.
- 11.2** The Parties agree to arrange a weekly household chore schedule to ensure responsibilities are shared fairly.

12. Miscellaneous

- 12.1** The Parties agree as follows:
- (a) to not enter housemates' bedrooms without their consent;
 - (b) to take full responsibility for taking care of their belongings;
 - (c) to recognise and respect the need for consideration of other housemates in relation to noise, music, TV and personal space;

- (d) to check with housemates prior to inviting guests over; and
- (e) should they wish to share costs of staple groceries, they will nominate a weekly shopper and contribute equally to a kitty for household expenses.

13. Amending this Agreement - minor amendments

- 13.1** Any minor amendments to this Agreement must be made by hand, initialled and dated by all the presently named tenants on the Lease who are parties to this Agreement.

14. Amending this Agreement - significant and multiple amendments

- 14.1** A new Agreement must be signed by all the named tenants on the Lease and parties to this Agreement if there are significant or multiple amendments to be made to this Agreement. The new Agreement will override all previous agreements.
- 14.2** All previous agreements are void and this Agreement contains all the terms and conditions governing the Parties' relationship.

15. Quasi tenants

- 15.1** The landlord has granted permission for only the tenants that have filled in the appropriate application forms to reside at the Property. Should a new tenant wish to reside at the Property, an application form must be completed and permission received from the landlord prior to moving in.
- 15.2** Any adult residing at the Property for longer than 2 weeks will be classified as a tenant and the Lease will apply unless written consent has been received from the landlord. As such, this Agreement will apply unless written consent has been obtained from the co-tenants who signed the Agreement. In the event of any dispute, any Party who has invited a new adult to reside at the Property will be responsible for that Party's actions and financial contributions to the household (including for rent, utilities etc. in the event of non-payment by that new co-tenant).

16. Terminating this Agreement

- 16.1** Subject to the terms and conditions of the Lease, a co-tenant (outgoing tenant) may be released from its obligations under this Agreement if it complies with all of the following conditions:
- (a) the outgoing tenant provides at least 2 weeks written notice to all Parties; and
 - (b) the outgoing tenant locates a new tenant to whom the outgoing tenant will assign their share of their responsibilities under the Lease and under this Agreement; and
 - (c) the new tenant is acceptable to all other tenants remaining at the Property. The remaining tenants agree that they will not be unreasonable in refusing to consent to a new tenant.
- 16.2** If the outgoing tenant does not find a replacement tenant, they must contribute \$ _____ towards the cost of finding a replacement tenant.

16.3 The outgoing tenant agrees to ensure that their share of all bills is paid, all personal property is removed and bedroom including common areas are cleaned prior to leaving the Property.

16.4 Before an incoming tenant replaces an outgoing tenant, the Parties shall request that the landlord or agent inspect the Property and fill out a new Condition Report. If the parties do not obtain a new Condition Report, the Parties will take photos to show the condition of the Property at this time.

17. Alternative Dispute Resolution

17.1 If a dispute arises, the Parties agree that before exercising any rights they may have at law, each Party must use all reasonable endeavours to resolve the dispute informally.

17.2 If the Parties are unable to resolve their dispute informally within 7 days of the dispute arising, either Party may request that the dispute be referred to the Dispute Settlement Centre of Victoria at the closest office to the Property giving the other Party 7 days' notice.

17.3 The Parties must attend mediation unless they have a reasonable excuse, which prevents them from attending, such as:

- (a) being overseas or interstate;
- (b) they are subject to a court intervention order;
- (c) there is a family emergency such as a death in the family; or
- (d) _____ (insert any other permissible excuse).

17.4 If the Parties fail to attend mediation and do not have a reasonable excuse, each failure to attend will result in a \$_____ contribution to the outstanding rental payments of the other tenants for the calendar month.

Signatures

TENANT(S)

Signature of TENANT 1:

Signature of TENANT 3:

Signature of TENANT 2:

Signature of TENANT 4:

Annexure 1: Lease Documents

For reference, attach a copy of the Lease (including any variations or assignments of the Lease) and any rules, regulations, and conditions provided by the landlord and any house rules dealing with use of the property (e.g., rules regarding overnight guests, electronic equipment and parties.)