

From: [FRITH, Marianne](#)
To:
Subject: Gas Heater Service
Date: Thursday, 2 August 2012 2:23:00 PM

Hi

Just wondering if you can provide a service on 2 gas heaters in the downstairs apartment of Carabella Street? One is a Rinnai and the other is an old Pyrox heater. The Pyrox keeps shutting off and the Rinnai lets off a gas smell.

Cheers,

Marianne Frith | Administrator | H.C. Coombs Centre for Financial Studies
Facilities Management Department | RESERVE BANK OF AUSTRALIA | 122A Kirribilli Avenue, Kirribilli
NSW 2061

| w: www.hccoombscentre.gov.au

Electricians

Organizer: FRITH, Marianne

Required: STRONG, Daniel; Reserve Bank - Eurest

When: 3/08/2012 8:00 AM

Hi Guys,

I will be away on Friday but would either Daniel or Cliff take the electrician over to first thing on Friday morning? They need to look at the lights in her range hood which short circuited the other day, as well as an outside light.

The will then be replacing diffusers throughout the Centre.

Cheers,

Marianne

From: FRITH, Marianne
Sent: Tuesday, 31 July 2012 3:40 PM
To:
Cc: STRONG, Daniel
Subject: RE: Quote [SEC=UNCLASSIFIED]

Hi

This Friday from 8.00am over at Carabella Street would be great,
here on Friday but Daniel or Cliff can take your guy/s over to the house in the morning

I will not be

Many Thanks,

Marianne Frith | Administrator | H.C. Coombs Centre for Financial Studies
Facilities Management Department | RESERVE BANK OF AUSTRALIA | 122A Kirribilli Avenue, Kirribilli NSW 2061
p: +61 2 9409 1500 | f: +61 2 9409 1599 | w: www.hccoombcentre.gov.au

From:
Sent: Tuesday, 31 July 2012 2:50 PM
To: FRITH, Marianne
Subject: RE: Quote [SEC=UNCLASSIFIED]

Hi Marianne,

Friday this week is good or Any day next week is fine except Tuesday if you can sort it out with the tenant
And get back to me

Thanks ,

From: FRITH, Marianne
Sent: Monday, 30 July 2012 3:14 PM
To:
Subject: RE: Quote [SEC=UNCLASSIFIED]

Hi

What day can we schedule in , as well as a few small items at the Carabella Street residence? I will
need to give the tenant a few days' notice and generally only allows access to the apartment in the early
mornings.

Many Thanks,

Marianne Frith | Administrator | H.C. Coombs Centre for Financial Studies
Facilities Management Department | RESERVE BANK OF AUSTRALIA | 122A Kirribilli Avenue, Kirribilli NSW 2061
p: +61 2 9409 1500 | f: +61 2 9409 1599 | w: www.hccoombcentre.gov.au

From: FRITH, Marianne
Sent: Tuesday, 7 August 2012 8:38 AM
To:
Subject: RE: Kirribilli House Finishes [SEC=UNCLASSIFIED]

Thank you

Marianne Frith | Administrator | H.C. Coombs Centre for Financial Studies
Facilities Management Department | RESERVE BANK OF AUSTRALIA | 122A Kirribilli Avenue, Kirribilli NSW 2061
p: +61 2 9409 1500 | f: +61 2 9409 1599 | w: www.hccoombscentre.gov.au

From:
Sent: Saturday, 4 August 2012 11:02 AM
To: FRITH, Marianne
Subject: FW: Kirribilli House Finishes [SEC=UNCLASSIFIED]

Paint specs as required.

Best regards

From: [FRITH, Marianne](#)
To:
Subject: RE: Water Pressure [SEC=UNCLASSIFIED]
Date: Tuesday, 7 August 2012 3:09:00 PM

Hi

I have been in touch with a plumber/technician who can service your two heaters. His name is _____ and his number is _____. He is available on Tuesday, Thursday or Saturday mornings from 7.00am. He said it would be best for you to call him to arrange the best time for you.

Let me know how you get on.

Many Thanks,

Marianne Frith | Administrator | H.C. Coombs Centre for Financial Studies
Facilities Management Department | RESERVE BANK OF AUSTRALIA | 122A Kirribilli Avenue, Kirribilli NSW 2061
p: +61 2 9409 1500 | f: +61 2 9409 1599 | w: www.hccoombscentre.gov.au

From: FRITH, Marianne
Sent: Tuesday, 31 July 2012 3:42 PM
To:
Subject: RE: Water Pressure [SEC=UNCLASSIFIED]

Hi

No worries, I will pop over tomorrow and ring the bell to see if anyone is home. Otherwise I assume it is still ok to let myself in.

While I am there I will also look at the washing machine which I have budgeted to replace this year.

Many Thanks,

Marianne Frith | Administrator | H.C. Coombs Centre for Financial Studies
Facilities Management Department | RESERVE BANK OF AUSTRALIA | 122A Kirribilli Avenue, Kirribilli NSW 2061
p: +61 2 9409 1500 | f: +61 2 9409 1599 | w: www.hccoombscentre.gov.au

From:
Sent: Tuesday, 31 July 2012 3:34 PM
To: FRITH, Marianne
Subject: Re: Water Pressure [SEC=UNCLASSIFIED]

Sorry for the delay.....sure, any time.

On 31/07/2012, at 1:56 PM, "FRITH, Marianne"

wrote:

Hi

Can I pop over some time to have a look at the heaters so I know who to call to service them?

Many Thanks,

Marianne Frith | Administrator | H.C. Coombs Centre for Financial Studies
Facilities Management Department | RESERVE BANK OF AUSTRALIA | 122A Kirribilli
Avenue, Kirribilli NSW 2061
p: +61 2 9409 1500 | f: +61 2 9409 1599 | w: www.hccoombscentre.gov.au

From:

Sent: Tuesday, 31 July 2012 1:55 PM

To: FRITH, Marianne

Subject: Re: Water Pressure [SEC=UNCLASSIFIED]

Hi Marianne,

I didn't notice anything this morning.

But, the heaters in unit 2 are playing up. Is there any chance that we could have them serviced?

The one in the living room has a smell of gas and the one in the back room (near kitchen) shuts off.

Thanks Marianne

On 31/07/2012, at 11:13 AM, "FRITH, Marianne"

wrote:

Hi

I hope you are well. mentioned that had very low water pressure this morning. Did you notice anything unusual about your water pressure this morning?

Many Thanks,

Marianne Frith | Administrator | H.C. Coombs Centre for Financial
Studies
Facilities Management Department | RESERVE BANK OF AUSTRALIA |
122A Kirribilli Avenue, Kirribilli NSW 2061
p: +61 2 9409 1500 | f: +61 2 9409 1599 | w:
www.hccoombscentre.gov.au

From: FRITH, Marianne
Sent: Thursday, 9 August 2012 1:13 PM
To: <
Subject: Painting Monday 13 August

Hi

Is it ok if Cliff comes by to do some painting in the kitchen area on Monday?

Many Thanks,

Marianne Frith | Administrator | H.C. Coombs Centre for Financial Studies
Facilities Management Department | RESERVE BANK OF AUSTRALIA | 122A Kirribilli Avenue, Kirribilli NSW 2061
p: +61 2 9409 1500 | f: +61 2 9409 1599 | w: www.hccoombcentre.gov.au

From: GRASSO, Ross
Sent: Friday, 10 August 2012 11:02 AM
To: FRITH, Marianne
Subject: RE: Lease Memo [SEC=UNCLASSIFIED]
Attachments: RBA BW Multi20120810105809340.pdf

Hi Marianne

As discussed see attached.

Regards,

Ross

Ross Grasso | Senior Property Officer | Facilities Management Department
RESERVE BANK OF AUSTRALIA | 65 Martin Place, Sydney NSW 2000
| w: www.rba.gov.au

From: FRITH, Marianne
Sent: Friday, 10 August 2012 10:52 AM
To: GUTIERREZ, Linh
Cc: GRASSO, Ross
Subject: Lease Memo

Hi Linh,

Please refer to [D12/165395](#) for the Lease Memo. As discussed, Ross has reviewed this for me now and it is ready for your approval. If you are happy with this please let me know scan as signed copy to you and ross for progressing up the line.

Many Thanks,

Marianne Frith | Administrator | H.C. Coombs Centre for Financial Studies
Facilities Management Department | RESERVE BANK OF AUSTRALIA | 122A Kirribilli Avenue, Kirribilli NSW 2061
p: +61 2 9409 1500 | f: +61 2 9409 1599 | w: www.hccoombscentre.gov.au

Ed, for approval please

MEMORANDUM

**LEASE TO
LEVEL 1, 10 CARABELLA STREET, KIRRIBILLI**

Tenant Overview

have leased the Level 1 apartment at 10 Carabella Street since
The leased area is approximately 199m² and comprises three bedrooms, three bathrooms, lounge, dining, kitchen, laundry and double garage.

are currently paying a rental of per week which was last increased from in March 2011; the current lease term is two years expiring on 31 August 2012.

Proposed Bathroom Refurbishment Works 2013/14

As part of the 2013/14 Capital Works Program, it is proposed to refurbish all bathroom facilities within the 10 Carabella Street Residence, comprising a total of four full-sized bathrooms and three smaller-sized bathrooms at an estimated cost of .

It is anticipated that major disruption and inconvenience will be caused to the tenants during the refurbishment of the bathrooms. As a result of the issues encountered during the refurbishment works in 2011, it is recommended that the proposed works be completed while the tenancies are vacant. A lease renewal of 12 months is therefore proposed.

Analysis of Market Evidence

30 June 2012 Rental Valuation

The Valuation Report dated 30 June 2012 outlines the following rentals for 10 Carabella Street:

| | |
|------------------------|----------|
| Ground Floor Apartment | per week |
| Level 1 Apartment (| per week |

valuation report concluded that the corporate residential property market on Sydney's Lower North Shore had softened over the past 12 months.

Department of Housing (NSW) Median Weekly Rents

The NSW Department of Housing does not provide rental statistics for three bedroom units in Kirribilli but statistics are available for three bedroom dwellings, which recorded an average rental of \$1 188 per week and a nil rental growth rate for the year ended March 2012. A copy of the extract from the Department of Housing statistics is attached.

Leasing Agent's Opinion of Rental Market

Real estate agents currently active in the Kirribilli corporate rental market support this view and confirm that lease transactions are relatively scarce.

_____ advised that corporate tenant demand for three-bedroom apartment accommodation in Kirribilli is weak with only one lease transaction since March 2012.

_____ is of the view that demand for executive three-bedroom units in the range of \$1 000 to \$1 500 per week is strong, however, rental prices have shown little growth over the past 12 months. _____ currently has no comparable units available for lease in Kirribilli as these properties are in short supply.

_____ advised that there is little demand for three-bedroom executive units in Kirribilli in the range of \$1 000 to \$1 500 per week, and little evidence of growth in rental prices. The agency currently has no comparable units for lease in Kirribilli

Rental Market Evidence

There have been very few leasing transactions to date and comparable apartments available for lease are also in short supply. The available rental evidence is listed below:

| Address | Rental \$ Per Week | Bedrooms | Bathrooms | Car Parking | Views | Condition | Comments |
|--|------------------------------|----------|-----------|---------------------|--|------------------------------|--|
| <i>Lease Transactions</i> | | | | | | | |
| Level 1, 10 Carabella St, Kirribilli | Current rental \$1,125 | 3 | 3 | Double Garage | Glimpses of Sydney Harbour from balcony | Renovated; modern kitchen | Occupied by Mr & Mrs |
| Apartment in 1 Waruda St, Kirribilli | \$1,050 | 3 | 2 | Double Car Space | Excellent views of Sydney Harbour | Renovated | Balcony Waterfront Pool facilities |
| <i>Available for Lease</i> | | | | | | | |
| 266 Kurraba Rd, Neutral Bay | Asking \$1,100 | 3 | 3 | Double Garage | Excellent views of Sydney Harbour and Neutral Bay | Renovated | Balcony |
| 1004/8 Glen St, Milsons Point | Asking \$1,150 | 3 | 2 | Single Garage | Excellent views of Sydney Harbour | Renovated | Excellent condition |
| 408/88 Kirribilli Ave, Kirribilli | Asking \$1,300 | 3 | 3 | Single Garage | Views of Sydney Harbour | Good | Pool and gym facilities |

Recommendation

Based on the evidence available at this time and the bathroom refurbishment works proposed in 2013/14, it is **recommended** that _____ be offered a new 12 month lease at the current rental of \$1 125 per week commencing on 1 September 2012.

Submitted for approval

Marianne Frith
Administrator, Coombs

Ross Grasso
Senior Property Officer

Endorsed

Supported

Linh Gutierrez
Senior Manager, Property Services

OK.

16 August 2012

D12/165395

A1. Median Weekly Rents - Greater Metropolitan Region by Postcodes - All Dwellings - Jun 2012

notes: (s) 30 or less bonds lodged; (-) 10 or less bonds lodged; (n) not available due to small number

| Postcode | All Dwellings | | | | | | | | | | | |
|----------|---------------|------------------|-------|--------------|------------------|-------|----------------|------------------|-------|-----------------|------------------|-------|
| | One Bedroom | | | Two Bedrooms | | | Three Bedrooms | | | Four + Bedrooms | | |
| | Median \$ | Change Qtly % | Ann % | Median \$ | Change Qtly % | Ann % | Median \$ | Change Qtly % | Ann % | Median \$ | Change Qtly % | Ann % |
| 2000 | 565 | -3.4 | 8.7 | 800 | 0.0 | 4.6 | 1300 | 8.3 | 8.3 | - | n | n |
| 2007 | 500 | -2.0 | 4.2 | 710 | 6.0 | 11.8 | 920 s | n | n | - | n | n |
| 2008 | 430 | 1.2 | 13.2 | 590 | 5.4 | 7.3 | 700 s | n | n | 950 s | n | n |
| 2009 | 530 | 1.9 | 6.5 | 680 | 1.5 | 0.0 | 950 s | n | n | - | n | n |
| 2010 | 495 | 3.1 | 7.6 | 700 | 3.7 | 7.7 | 900 | 0.6 | 4.7 | 1150 s | n | n |
| 2011 | 500 | 0.0 | 8.7 | 700 | 0.0 | 7.7 | 975 s | n | n | - | n | n |
| 2015 | 450 | 2.3 | 6.5 | 585 | -2.5 | 8.3 | 720 s | n | n | - | n | n |
| 2016 | 435 | -2.2 | 6.1 | 600 | 0.0 | 9.1 | 782 | n | 8.2 | - | n | n |
| 2017 | 500 | 0.0 | 4.2 | 650 | 0.0 | 4.8 | 850 s | n | n | - | n | n |
| 2018 | 390 s | n | n | 450 | -5.3 | -10.0 | 650 s | n | n | - | n | n |
| 2019 | - | n | n | 515 s | n | n | 650 s | n | n | - | n | n |
| 2020 | 480 s | n | n | 580 | 0.0 | 5.5 | 650 s | n | n | - | n | n |
| 2021 | 450 | 0.0 | 5.9 | 650 | -6.8 | 3.2 | 1000 | 3.6 | 5.3 | 1275 s | n | n |
| 2022 | 525 | -4.5 | 0.0 | 650 | -7.1 | 0.0 | 920 s | n | n | - | n | n |
| 2023 | 440 s | n | n | 595 | -0.8 | 2.6 | 795 s | n | n | - | n | n |
| 2024 | 460 | n | 8.2 | 650 | 3.2 | 18.2 | 940 s | n | n | - | n | n |
| 2025 | 445 s | n | n | 600 | -4.0 | 0.0 | 1000 s | n | n | - | n | n |
| 2026 | 450 | -7.2 | 1.1 | 630 | 0.8 | 3.3 | 890 | -4.8 | 11.3 | 1050 | n | n |
| 2027 | 500 | 2.0 | 0.0 | 725 | 3.6 | 3.6 | 1175 | n | n | - | n | n |
| 2028 | 475 s | n | n | 620 | 6.9 | 6.9 | 920 s | n | n | - | n | n |
| 2029 | 455 s | n | n | 625 | 9.2 | 13.6 | 1125 s | n | n | - | n | n |
| 2030 | - | n | n | 583 | 2.2 | 5.9 | 825 s | n | n | 1875 s | n | n |
| 2031 | 450 | 4.7 | 7.1 | 550 | 1.9 | 5.8 | 800 | 0.0 | 6.7 | 1100 s | n | n |
| 2032 | 380 | 7.0 | -1.3 | 520 | 4.0 | 4.0 | 740 | n | 7.2 | 850 s | n | n |
| 2033 | 420 | 0.0 | 7.0 | 520 | -5.5 | 5.1 | 750 s | n | n | - | n | n |
| 2034 | 450 | -2.7 | 11.1 | 580 | -1.7 | 5.5 | 850 | 4.9 | 3.3 | 1225 s | n | n |
| 2035 | 450 | -3.2 | 2.3 | 540 | 3.8 | 3.8 | 745 | 6.4 | 8.8 | - | n | n |
| 2036 | 475 s | n | n | 490 | 19.5 | 24.1 | 650 | 4.8 | 10.2 | 1100 s | n | n |
| 2037 | 400 | 6.7 | 0.6 | 600 | 0.0 | 9.1 | 800 s | n | n | 875 s | n | n |
| 2038 | 378 s | n | n | 600 | 4.8 | 9.1 | 830 s | n | n | - | n | n |
| 2039 | 485 | -3.0 | -1.0 | 635 | -3.8 | -1.6 | 885 s | n | n | - | n | n |
| 2040 | 360 s | n | n | 540 | -1.8 | 3.8 | 700 | -1.4 | 7.7 | 870 s | n | n |
| 2041 | 430 | 1.2 | 9.6 | 650 | 4.4 | 1.6 | 860 | 1.2 | 7.5 | 1270 s | n | n |
| 2042 | 400 | 0.0 | 1.3 | 598 | 3.0 | 4.8 | 725 | -3.3 | 5.1 | - | n | n |
| 2043 | 500 | -2.0 | 3.1 | 635 | 2.4 | 5.8 | 750 s | n | n | - | n | n |
| 2044 | 375 s | n | n | 550 s | n | n | 650 s | n | n | - | n | n |
| 2046 | 480 s | n | n | 550 | 0.0 | 3.8 | 750 | 15.4 | 13.6 | - | n | n |
| 2047 | 410 s | n | n | 530 | -7.0 | 3.9 | 690 | n | -4.2 | - | n | n |
| 2048 | 325 | n | n | 450 | n | n | 640 s | n | n | - | n | n |
| 2049 | 340 | 1.5 | 6.3 | 450 | 4.7 | 4.7 | 650 s | n | n | - | n | n |
| 2050 | 530 | 21.1 | 6.0 | 580 | -6.5 | 1.8 | - | n | n | - | n | n |
| 2060 | 450 | -1.1 | 7.8 | 620 | 3.3 | 6.9 | 950 | 11.8 | 11.8 | - | n | n |
| 2061 | 495 | -2.0 | -6.6 | 735 | 5.0 | 13.1 | 1188 s | n | n | - | n | n |
| 2062 | 400 s | n | n | 560 | 0.0 | -1.3 | 863 s | n | n | - | n | n |
| 2063 | - | n | n | 563 s | n | n | 880 s | n | n | 1250 s | n | n |
| 2064 | 400 s | n | n | 520 | 5.1 | 4.0 | 698 s | n | n | - | n | n |
| 2065 | 450 | -4.3 | 7.1 | 585 | 0.9 | 6.4 | 750 | -5.7 | -1.3 | 1100 s | n | n |
| 2066 | 370 s | n | n | 450 | 0.0 | 2.3 | 650 | -5.5 | 9.2 | 1200 s | n | n |
| 2067 | 500 | 3.1 | 6.4 | 610 | -0.8 | 10.9 | 785 | -1.3 | 4.7 | 965 s | n | n |
| 2068 | 285 s | n | n | 550 | n | 9.5 | 820 s | n | n | 1275 s | n | n |
| 2069 | - | n | n | 608 s | n | n | 838 s | n | n | 1050 s | n | n |
| 2070 | - | n | n | 500 s | n | n | 825 s | n | n | 1050 s | n | n |
| 2071 | 480 s | n | n | 510 s | n | n | 770 s | n | n | 1070 s | n | n |
| 2072 | - | n | n | 580 s | n | n | 743 s | n | n | 950 s | n | n |
| 2073 | 468 s | n | n | 550 s | n | n | 700 s | n | n | 973 | n | n |
| 2074 | 450 s | n | n | 550 | 5.8 | n | 650 | n | -9.7 | 990 s | n | n |
| 2075 | - | n | n | 600 s | n | n | 725 s | n | n | 1000 s | n | n |
| 2076 | - | n | n | 525 s | n | n | 580 | n | 11.5 | 775 s | n | n |
| 2077 | 390 | 11.4 | 2.6 | 430 | -4.4 | -3.4 | 550 | 4.8 | 6.8 | 620 s | n | n |
| 2086 | - | n | n | - | n | n | 670 s | n | n | 820 s | n | n |
| 2087 | - | n | n | - | n | n | 700 s | n | n | 935 s | n | n |

From: STRONG, Daniel
Sent: Monday, 13 August 2012 2:21 PM
To: FRITH, Marianne
Subject: Carabella Street [SEC=UNCLASSIFIED]

Hi M

Just letting you know I checked over the paint work that Cliff completed upstairs at Carabella St. He used 2x coats of paint and a coat of primer, there was no splashbacks or stains left over.

Cheers

Daniel Strong | Facility Officer | H.C. Coombs Centre for Financial Studies
Facilities Management Department | RESERVE BANK OF AUSTRALIA | 122A Kirribilli Avenue, Kirribilli NSW 2061
p: +61 2 9409 1500 | f: +61 2 9409 1599 | w: <http://www.hccoombcentre.gov.au>

From: GUTIERREZ, Linh
Sent: Thursday, 16 August 2012 2:53 PM
To: FRITH, Marianne
Subject: D12/165395 : lease renewal recommendation - August 2012
[SEC=UNCLASSIFIED]
Attachments: lease renewal recommendation - August 2012.tr5

M, please email a signed copy to me for endorsement.

Thanks,
Linh

**FACILITIES MANAGEMENT DEPARTMENT
MINUTES OF PS MEETING**

Held On: Friday, 17 August 2012

| | | | | |
|-----------------|----------------|--------------|-------------------|----|
| Present: | Marianne Frith | MF (minutes) | Linh Gutierrez | LG |
| | Bernhard Gregg | BG | Mitch Hovey | MH |
| | Kyra Donoso | KD | Matilde Princotta | MP |
| | David Stanton | DS | | |
| | Ross Grasso | RG | | |

Apologies: Claude Pelosi CP
Phoenix Chung PC

Meeting opened at 10:00 am

| / CARABELLA ST | | | | | |
|----------------|--------|--|--|-------|--|
| Projects | | | | | |
| | | | | | |
| Leasing | 1. Nil | | | | |
| Rent Reviews | 1. Nil | | | | |
| Lease Expiries | 1. | | | MF/RG | |

| | | | | | |
|--------------|----|--|-----|-------|--|
| | 2. | | Aug | | Lease expires on 31 August 2012. Recommendation for a further 12 month lease submitted to AG.Cs for approval. |
| Rent Arrears | 1. | | | MF/RG | |
| | 2. | | | | Nil |
| | | | | MF | |
| Action Plan | | | | | |

| NEXT MEETING | MINUTES | | | | | | | | |
|--------------|---------|--|----|----|----|----|----|----|---------|
| | DS | | MF | RG | PC | CP | KD | BG | MP X |

Next meeting to be held 31 Aug 2012.

From: FRITH, Marianne
Sent: Friday, 17 August 2012 7:36 AM
To:
Subject: RE: Light

Hi

I actually realised that the light in question is the light at the bottom of the external stair case leading up to kitchen at the back of the property. If you look at the conduit leading from the light it leads into your place....so we'll have a look around there on Monday to see if we can find anything.

Many Thanks,

Marianne Frith | Administrator | H.C. Coombs Centre for Financial Studies
Facilities Management Department | RESERVE BANK OF AUSTRALIA | 122A Kirribilli Avenue, Kirribilli NSW 2061
p: +61 2 9409 1500 | f: +61 2 9409 1599 | w: www.hccoombcentre.gov.au

From:
Sent: Friday, 17 August 2012 6:52 AM
To: FRITH, Marianne
Subject: Fwd: Light

Morning Marianne,

Whilst the light didn't work earlier in the evening it was working later last night.
No changes or switch were turned from the ground floor so I've got no idea.
Perhaps there's also a timer?

Begin forwarded message:

From:
Date: 16 August 2012 8:10:35 PM AEST
To: Marianne FRITH
Subject: Light

Hi Marianne,

I tried the light switch this evening but no result.

Sorry.

As for where a switch may be?.....I've no idea but you're welcome to search.

From: GUTIERREZ, Linh
Sent: Friday, 17 August 2012 2:21 PM
To: FRITH, Marianne; GRASSO, Ross
Subject: D12/165395 : lease renewal recommendation - Approved by AGCS - 16 August 2012 [SEC=UNCLASSIFIED]
Attachments: lease renewal recommendation - Approved by AGCS - 16 August 2012.tr5

Ross and Marianne,

Attached is the approved recommendation for the renewal of the lease for a further 12 months commencing 1 September 2012.

Please ensure the new lease, including condition report, is executed by no later than 31 August 2012.

Regards,
Linh



RESERVE BANK OF AUSTRALIA

H. C. COOMBS CENTRE
FOR FINANCIAL STUDIES
122a Kirribilli Ave
Kirribilli NSW 2061

Facilities Management Department
T: (02) 9409 1503
F: (02) 9409 1599
E:
www.rba.gov.au

22 August 2012

Dear

**PROPOSED LEASE TO
PREMISES: FIRST FLOOR, 10 CARABELLA STREET KIRRIBILLI**

The Bank has undertaken a review of the Lease associated with the First Floor, 10 Carabella Street, Kirribilli and is in a position to offer you the following lease terms and conditions

| | |
|-----------------------------|---|
| Bond: | Existing Bond of \$4,500 |
| Term: | 12 months |
| Commencement Date: | 1 September 2012 |
| Rental: | 1 September 2012 to 31 August 2013: \$1,125 per week, payable in monthly instalments of \$4,875 |
| Rent Review: | Nil |
| Landlord Works: | Nil |
| Tenant Works: | Nil |
| Lease Documentation: | The Bank will prepare the lease documentation |

Please return a signed copy of the below declaration to myself at the H.C. Coombs Centre, 122A Kirribilli Ave Kirribilli.

Should you wish to discuss or clarify any of the above terms, please do not hesitate to contact myself on (02) 9409 1500

Yours faithfully

Marianne Frith
Administrator
Property Services
H.C. Coombs Centre

We hereby agree to lease the First Floor, 10 Carabella Street, Kirribilli on the above terms and conditions and acknowledge that the Bank has made no other warranties than those contained in this proposal.

SIGNED (tenant):

NAME PRINTED:

DATE:

22, 8, 2012

FILE NOTE

LEASE RENEWAL DISCUSSIONS

On Tuesday 31 July the Coombs Administrator spoke with _____ over the phone regarding the approaching expiry of _____ lease on 31 August 2012. _____ requested the Bank to consider resigning the lease for a further 24 month period, if not longer.

The Administrator informed _____ that the Bank was considering major refurbishment works to the property in late 2013, and due to the disruption caused by refurbishment works in 2011, it is proposed to complete the works while the tenancy is vacant. _____ was advised that for this reason the Bank may only consider offering a 12 month lease, but that her request would be considered.

On 17 August the Administrator called _____ to confirm that the Bank are in a position to offer a further 12 months lease due to the possibility of undertaking the aforementioned works in 2013.

On 22 August 2012 a letter of offer was sent to _____ to sign a 12 month lease from 1 September 2012 to 31 August 2013 [D12/215248](#).

Marianne Frith
Administrator
Coombs Centre

From: [FRITH, Marianne](#)
To:
Subject: RE: Heaters
Date: Wednesday, 22 August 2012 7:55:00 AM

Hi

Thank you for the update, glad to hear the service was worthwhile on the old heater. Please forward me the invoice if he sends it to you.

Kind Regards,

Marianne Frith | Administrator | H.C. Coombs Centre for Financial Studies
Facilities Management Department | RESERVE BANK OF AUSTRALIA | 122A Kirribilli Avenue, Kirribilli
NSW 2061
p: +61 2 9409 1500 | f: +61 2 9409 1599 | w: www.hccoombscentre.gov.au

From:
Sent: Monday, 20 August 2012 7:36 AM
To: FRITH, Marianne
Subject: Heaters

Hi Marianne,

The heater guy turned up on Saturday. He took the old one apart and cleaned it right through.
It all seems fine now.

He suggested to wait until after September to have a look at the other one which I agreed.

From: FRITH, Marianne
Sent: Wednesday, 22 August 2012 1:51 PM
To: < >
Subject: Lease Offer Letter
Attachments: 2576_001.pdf

Hi

I have placed a Lease Offer Letter in your mail box (a copy is attached here also), outlining the conditions we spoke about over the phone yesterday.

Upon receiving a returned signed copy of the declaration in the letter I can proceed with the formal lease documentation.

I will need to undertake a condition report of the property, which you will then need to complete prior to signing the lease documents.

I am available to do this tomorrow, Friday or Saturday.

If you have any questions please do not hesitate to contact me.

Kind Regards,

Marianne Frith | Administrator | H.C. Coombs Centre for Financial Studies
Facilities Management Department | RESERVE BANK OF AUSTRALIA | 122A Kirribilli Avenue, Kirribilli NSW 2061
p: +61 2 9409 1500 | f: +61 2 9409 1599 | w: www.hccoombcentre.gov.au



RESERVE BANK OF AUSTRALIA

H. C. COOMBS CENTRE
FOR FINANCIAL STUDIES
122a Kirribilli Ave
Kirribilli NSW 2061

Facilities Management Department

T: (02) 9409 1503

F: (02) 9409 1599

E:

www.rba.gov.au

24 August 2012

Dear

LEASE DOCUMENTS

PREMISES: FIRST FLOOR, 10 CARABELLA STREET KIRRIBILLI

I confirm receipt of your acceptance of the Bank's lease offer dated 22 August 2012.

Please find enclosed the lease document in duplicate. Please sign and return both copies to myself at the Coombs Centre – 122A Kirribilli Avenue, Kirribilli.

Further to our telephone conversation on 23 August, due to time constraints prior to your upcoming leave on 29 August, the condition report for the property will be conducted upon your return.

If you have any queries regarding the document please do not hesitate to contact me on (02) 9409 1500.

Yours faithfully

Marianne Frith
Administrator
Property Services
H.C. Coombs Centre

From: FRITH, Marianne
Sent: Friday, 24 August 2012 9:22 AM
To: | <
Subject: Lease Documents

Hi

Enclosed in the envelope I just handed you are two copies of the lease document, and a copy of the Mew Tenant Checklist, as required by NSW Fair Trading. Please ensure both lease documents are signed by yourself, and a witness and return to me for execution by the Bank. I am happy to act as your witness, I will be here until 4.30pm today and 5.30pm tomorrow.

Although the lease documents specify that a condition report is to be completed prior to signing the lease, due to your time constraints before going away on Monday I confirm we will complete the condition report upon your return.

If you have any questions please do not hesitate to contact me.

Kind Regards,

Marianne Frith | Administrator | H.C. Coombs Centre for Financial Studies
Facilities Management Department | RESERVE BANK OF AUSTRALIA | 122A Kirribilli Avenue, Kirribilli NSW 2061
p: +61 2 9409 1500 | f: +61 2 9409 1599 | w: www.hccoombscentre.gov.au

RESERVE BANK OF AUSTRALIA

To Senior Manager, Property Services **Date** 27 August 2012
From Administrator,
H.C. Coombs Centre

RESIDENTIAL TENANCY AGREEMENT

FIRST FLOOR, 10 CARABELLA STREET, KIRRIBILLI

FY.PS 2012/62

Attached (in duplicate) is the Residential Tenancy Agreement for the First Floor, 10 Carabella Street, Kirribilli.

For your records, details of the Agreement are:

Parties: Reserve Bank of Australia and

For: First Floor, 10 Carabella Street, Kirribilli

The Agreement is correct for execution under Power of Attorney.

Marianne Frith
Administrator
H.C. Coombs Centre

*Richard, documentation is in order for execution.
AG(CS) approval saved in TRIM: D12/165395.*

✓ 3/9/12

Standard form Residential tenancy agreement



Fair
Trading

Landlord Name (1):

RESERVE BANK OF AUSTRALIA

Landlord Name (2):

Address for services of notices (can be an agent's address):

Telephone number (of landlord or agent):

Tenant's Name (1):

Tenant's Name (2):

Tenant's Name (3):

/

Add all other tenants here:

/

Address for services of notices (if different to address of premises):

Postcode:

Telephone number/s:

Landlord's agent:

Address for services of notices:

Postcode:

Telephone number/s:

Premises:

(a) location

FIRST FLOOR, 10 CARABELLA STREET, KIRRIBILLI NSW 2061

(b) inclusions

LOCK UP GARAGE

Insert inclusions, for example a common parking space or furniture provided. Attach a separate list if necessary.

Term:

The term of this agreement is

12 ~~weeks~~/months/~~years~~

For a fixed term agreement insert the term. Otherwise leave blank or write 'periodic'

starting on

01/09/12

and ending on

31/08/13

Rent:

1,125

a week

fortnight

payable in advance starting on

01/09/12

The method by which the rent must be paid:

(a) to _____ at _____

by cash or cheque, or

(b) into the following account, or any other account nominated by the landlord:

BSB number: _____ account number: _____

account name: _____

payment reference: _____, or

(c) as follows: _____

Note: The landlord or landlord's agent must permit the tenant to pay the rent by at least one means for which the tenant does not incur a cost (other than bank or other account fees usually payable for the tenant's transactions) (see clause 4.1) and that is reasonably available to the tenant.

RENTAL BOND [Cross out if there is not going to be a bond]:

A rental bond of \$ 4,500 EXISTING must be paid by the tenant on signing this agreement. The amount of the rental bond must not be more than 4 weeks rent.

IMPORTANT INFORMATION

Maximum number of occupants

No more than 2 persons may ordinarily live in the premises at any one time.

Urgent repairs

Nominated tradespeople for urgent repairs

Electrical repairs: Marianne Frih. Telephone: } 9409 1500

Plumbing repairs: " " Telephone: }

Other repairs: " " Telephone: }

Water usage

Will the tenant be required to pay separately for water usage? Yes No

If yes, see clauses 11 and 12.

Strata by-laws

Are there any strata or community scheme by-laws applicable to the residential premises? Yes No

If yes, see clause 35.

Condition report

A condition report relating to the condition of the premises must be completed by or on behalf of the landlord before or when this agreement is signed.

Tenancy laws

The *Residential Tenancies Act 2010* and the *Residential Tenancies Regulation 2010* apply to this agreement. Both the landlord and the tenant must comply with these laws.

The Agreement

Right to occupy the premises

1. The landlord agrees that the tenant has the right to occupy the residential premises during the tenancy. The residential premises include the additional things (if any) noted under 'Premises'.
2. The landlord agrees to give the tenant:
 - 2.1 a copy of this agreement before or when this agreement is signed and given by the tenant to the landlord or a person on the landlord's behalf, and
 - 2.2 a copy of this agreement signed by both the landlord and the tenant as soon as is reasonably practicable.

Rent

3. The tenant agrees:

- 3.1 to pay rent on time, and
- 3.2 to reimburse the landlord for the cost of replacing rent deposit books or rent cards lost by the tenant, and
- 3.3 to reimburse the landlord for the amount of any fees paid by the landlord to a bank or other authorised deposit-taking institution as a result of funds of the tenant not being available for rent payment on the due date.

4. The landlord agrees:

- 4.1 to provide the tenant with at least one means to pay rent for which the tenant does not incur a cost (other than bank fees or other account fees usually payable for the tenant's transactions) and that is reasonably available to the tenant, and
- 4.2 not to require the tenant to pay more than 2 weeks rent in advance or to pay rent for a period of the tenancy before the end of the previous period for which rent has been paid, and
- 4.3 not to require the tenant to pay rent by a cheque or other negotiable instrument that is post-dated, and
- 4.4 to accept payment of unpaid rent after the landlord has given a termination notice on the ground of failure to pay rent if the tenant has not vacated the residential premises, and

- 4.5 not to use rent paid by the tenant for the purpose of any amount payable by the tenant other than rent, and
- 4.6 to give a rent receipt to the tenant if rent is paid in person (other than by cheque) and to make a rent receipt available for collection by the tenant or to post it to the residential premises if rent is paid by cheque, and
- 4.7 to keep a record of rent paid under this agreement and to provide a written statement showing the rent record for a specified period within 7 days of a request by the tenant (unless the landlord has previously provided a statement for the same period).

Note. The landlord and tenant may, by agreement, change the manner in which rent is payable under this agreement.

Rent increases

5. **The landlord and the tenant agree** that the rent cannot be increased after the end of the fixed term (if any) of this agreement or under this agreement unless the landlord gives not less than 60 days written notice of the increase to the tenant. The notice must specify the increased rent and the day from which it is payable.

Note: Section 42 of the Residential Tenancies Act 2010 sets out the circumstances in which rent may be increased during the fixed term of a residential tenancy agreement. An additional term for this purpose may be included in the agreement.

6. The landlord and the tenant agree:

- 6.1 that the increased rent is payable from the day specified in the notice, and
- 6.2 that the landlord may cancel or reduce the rent increase by a later notice that takes effect on the same day as the original notice, and
- 6.3 that increased rent under this agreement is not payable unless the rent is increased in accordance with this agreement and the *Residential Tenancies Act 2010* or by the Consumer, Trader and Tenancy Tribunal.

Rent reductions

7. **The landlord and the tenant agree** that the rent abates if the residential premises:
- 7.1 are destroyed, or become wholly or partly uninhabitable, otherwise than as a result of a breach of this agreement, or
 - 7.2 cease to be lawfully usable as a residence, or
 - 7.3 are compulsorily appropriated or acquired by an authority.
8. The landlord and the tenant may, at any time during this agreement, agree to reduce the rent payable.

Payment of council rates, land tax, water and other charges

9. **The landlord agrees** to pay:
- 9.1 rates, taxes or charges payable under any Act (other than charges payable by the tenant under this agreement), and
 - 9.2 the installation costs and charges for initial connection to the residential premises of an electricity, water, gas, bottled gas or oil supply service, and
 - 9.3 all charges for the supply of electricity, gas (except bottled gas) or oil to the tenant at the residential premises that are not separately metered, and
 - 9.4 the costs and charges for the supply or hire of gas bottles for the supply of bottled gas at the commencement of the tenancy, and
 - 9.5 all charges (other than water usage charges) in connection with a water supply service to separately metered residential premises, and
 - 9.6 all charges in connection with a water supply service to residential premises that are not separately metered, and
 - 9.7 all charges for the supply of sewerage services (other than for pump out septic services) or the supply or use of drainage services to the residential premises, and
 - 9.8 all charges for the availability of gas to the residential premises if the premises do not have any appliances, supplied by the landlord, for which gas is required and the tenant does not use gas supplied to the premises for any purpose.

10. The tenant agrees to pay:

- 10.1 all charges for the supply of electricity, gas (except bottled gas) or oil to the tenant at the residential premises if the premises are separately metered, and
- 10.2 all charges for the supply of bottled gas to the tenant at the residential premises, and
- 10.3 all charges for pumping out a septic system used for the residential premises, and
- 10.4 any excess garbage charges relating to the tenant's use of the residential premises, and
- 10.5 water usage charges, if the landlord has installed water efficiency measures referred to in clause 11 and the residential premises:
 - 10.5.1 are separately metered, or
 - 10.5.2 are not connected to a water supply service and water is delivered by vehicle.

11. The landlord agrees that the tenant is not required to pay water usage charges unless:

- 11.1 the landlord gives the tenant a copy of the part of the water supply authority's bill setting out the charges, or other evidence of the cost of water used by the tenant, and
- 11.2 the landlord gives the tenant at least 21 days to pay the charges, and
- 11.3 the landlord requests payment of the charges by the tenant not later than 3 months after the issue of the bill for the charges by the water supply authority, and
- 11.4 the residential premises have the following water efficiency measures:
 - 11.4.1 all internal cold water taps and single mixer taps for kitchen sinks or bathroom hand basins on the premises have a maximum flow rate of 9 litres per minute,
 - 11.4.2 all showerheads have a maximum flow rate of 9 litres per minute,
 - 11.4.3 there are no leaking taps at the commencement of this agreement or when the water efficiency measures are installed, whichever is the later.

12. The landlord agrees to give the tenant the benefit of, or an amount equivalent to, any rebate received by the landlord for water usage charges payable or paid by the tenant.

Possession of the premises

13. The landlord agrees:

- 13.1 to make sure the residential premises are vacant so the tenant can move in on the date agreed, and
- 13.2 to take all reasonable steps to ensure that, at the time of signing this agreement, there is no legal reason why the premises cannot be used as a residence for the term of this agreement.

Tenant's right to quiet enjoyment

14. The landlord agrees:

- 14.1 that the tenant will have quiet enjoyment of the residential premises without interruption by the landlord or any person claiming by, through or under the landlord or having superior title to that of the landlord (such as a head landlord), and
- 14.2 that the landlord or the landlord's agent will not interfere with, or cause or permit any interference with, the reasonable peace, comfort or privacy of the tenant in using the residential premises, and
- 14.3 that the landlord or the landlord's agent will take all reasonable steps to ensure that the landlord's other neighbouring tenants do not interfere with the reasonable peace, comfort or privacy of the tenant in using the residential premises.

Use of the premises by tenant

15. The tenant agrees:

- 15.1 not to use the residential premises, or cause or permit the premises to be used, for any illegal purpose, and
- 15.2 not to cause or permit a nuisance, and
- 15.3 not to interfere, or cause or permit interference, with the reasonable peace, comfort or privacy of neighbours, and
- 15.4 not to intentionally or negligently cause or permit any damage to the residential premises, and
- 15.5 not to cause or permit more people to reside in the residential premises than is permitted by this agreement.

16. The tenant agrees:

- 16.1 to keep the residential premises reasonably clean, and

16.2 to notify the landlord as soon as practicable of any damage to the residential premises, and

16.3 that the tenant is responsible to the landlord for any act or omission by a person who is lawfully on the residential premises if the person is only permitted on the premises with the tenant's consent and the act or omission would be in breach of this agreement if done or omitted by the tenant, and

16.4 that it is the tenant's responsibility to replace light globes and batteries for smoke detectors on the residential premises.

17. The tenant agrees, when this agreement ends and before giving vacant possession of the premises to the landlord:

17.1 to remove all the tenant's goods from the residential premises, and

17.2 to leave the residential premises as nearly as possible in the same condition, fair wear and tear excepted, as at the commencement of the tenancy, and

17.3 to leave the residential premises reasonably clean, having regard to their condition at the commencement of the tenancy, and

17.4 to remove or arrange for the removal of all rubbish from the residential premises, and

17.5 to make sure that all light fittings on the premises have working globes, and

17.6 to return to the landlord all keys, and other opening devices or similar devices, provided by the landlord.

Landlord's general obligations for residential premises

18. The landlord agrees:

18.1 to make sure that the residential premises are reasonably clean and fit to live in, and

18.2 to make sure that all light fittings on the residential premises have working light globes on the commencement of the tenancy, and

18.3 to keep the residential premises in a reasonable state of repair, considering the age of, the rent paid for and the prospective life of the premises, and

18.4 not to interfere with the supply of gas, electricity, water, telecommunications or other services to the residential premises (unless the interference is necessary to avoid danger

- to any person or enable maintenance or repairs to be carried out), and
- 18.5 to comply with all statutory obligations relating to the health or safety of the residential premises.

Urgent repairs

19. **The landlord agrees** to pay the tenant, within 14 days after receiving written notice from the tenant, any reasonable costs (not exceeding \$1,000) that the tenant has incurred for making urgent repairs to the residential premises (of the type set out below) so long as:
- 19.1 the damage was not caused as a result of a breach of this agreement by the tenant, and
- 19.2 the tenant gives or makes a reasonable attempt to give the landlord notice of the damage, and
- 19.3 the tenant gives the landlord a reasonable opportunity to make the repairs, and
- 19.4 the tenant makes a reasonable attempt to have any appropriate tradesperson named in this agreement make the repairs, and
- 19.5 the repairs are carried out, where appropriate, by licensed or properly qualified persons, and
- 19.6 the tenant, as soon as possible, gives or tries to give the landlord written details of the repairs, including the cost and the receipts for anything the tenant pays for.

Note: The type of repairs that are urgent repairs are defined as follows:

- (a) a burst water service,
- (b) an appliance, fitting or fixture that uses water or is used to supply water that is broken or not functioning properly, so that a substantial amount of water is wasted,
- (c) a blocked or broken lavatory system,
- (d) a serious roof leak,
- (e) a gas leak,
- (f) a dangerous electrical fault,
- (g) flooding or serious flood damage,
- (h) serious storm or fire damage,
- (i) a failure or breakdown of the gas, electricity or water supply to the premises,
- (j) a failure or breakdown of any essential service on the residential premises for hot water, cooking, heating, cooling or laundering,

(k) any fault or damage that causes the premises to be unsafe or insecure.

Sale of the premises

20. The landlord agrees:

- 20.1 to give the tenant written notice that the landlord intends to sell the residential premises, at least 14 days before the premises are made available for inspection by potential purchasers, and
- 20.2 to make all reasonable efforts to agree with the tenant as to the days and times when the residential premises are to be available for inspection by potential purchasers.

21. The tenant agrees not to unreasonably refuse to agree to days and times when the residential premises are to be available for inspection by potential purchasers.

22. The landlord and tenant agree:

- 22.1 that the tenant is not required to agree to the residential premises being available for inspection more than twice in a period of a week, and
- 22.2 that, if they fail to agree, the landlord may show the residential premises to potential purchasers not more than twice in any period of a week and must give the tenant at least 48 hours notice each time.

Landlord's access to the premises

23. **The landlord agrees** that the landlord, the landlord's agent or any person authorised in writing by the landlord, during the currency of this agreement, may only enter the residential premises in the following circumstances:
- 23.1 in an emergency (including entry for the purpose of carrying out urgent repairs),
- 23.2 if the Consumer, Trader and Tenancy Tribunal so orders,
- 23.3 if there is good reason for the landlord to believe the premises are abandoned,
- 23.4 if there is good reason for serious concern about the health of the tenant or any other person on the residential premises and a reasonable attempt has been made to obtain consent to the entry,
- 23.5 to inspect the premises, if the tenant is given at least 7 days written notice (no more than 4 inspections are allowed in any period of 12 months),

- 23.6 to carry out, or assess the need for, necessary repairs, if the tenant is given at least 2 days notice each time,
 - 23.7 to carry out, or assess the need for, work relating to statutory health and safety obligations relating to the residential premises, if the tenant is given at least 2 days notice each time,
 - 23.8 to show the premises to prospective tenants on a reasonable number of occasions if the tenant is given reasonable notice on each occasion (this is only allowed during the last 14 days of the agreement),
 - 23.9 to value the property, if the tenant is given 7 days notice (not more than one valuation is allowed in any period of 12 months),
 - 23.10 if the tenant agrees.
24. **The landlord agrees** that a person who enters the residential premises under clause 23.5, 23.6, 23.7, 23.8 or 23.9 of this agreement:
- 24.1 must not enter the premises on a Sunday or a public holiday, unless the tenant agrees, and
 - 24.2 may enter the premises only between the hours of 8.00 a.m. and 8.00 p.m., unless the tenant agrees to another time, and
 - 24.3 must, if practicable, notify the tenant of the proposed day and time of entry.
25. **The landlord agrees** that, except in an emergency (including to carry out urgent repairs), a person other than the landlord or the landlord's agent must produce to the tenant the landlord's or the landlord's agent's written permission to enter the residential premises.
26. **The tenant agrees** to give access to the residential premises to the landlord, the landlord's agent or any person, if they are exercising a right to enter the residential premises in accordance with this agreement.

Alterations and additions to the premises

27. The tenant agrees:

- 27.1 not to install any fixture or renovate, alter or add to the residential premises without the landlord's written permission, and
- 27.2 not to remove, without the landlord's permission, any fixture attached by the tenant that was paid for by the landlord or for which the landlord gave the tenant a benefit equivalent to the cost of the fixture, and

- 27.3 to notify the landlord of any damage caused by removing any fixture attached by the tenant, and
 - 27.4 to repair any damage caused by removing the fixture or compensate the landlord for the reasonable cost of repair.
28. **The landlord agrees** not to unreasonably refuse permission for the installation of a fixture by the tenant or to a minor alteration, addition or renovation by the tenant.

Locks and security devices

29. The landlord agrees:

- 29.1 to provide and maintain locks or other security devices necessary to keep the residential premises reasonably secure, and
- 29.2 to give each tenant under this agreement a copy of the key or opening device or information to open any lock or security device for the residential premises or common property to which the tenant is entitled to have access, and
- 29.3 not to charge the tenant for the cost of providing the copies except to recover the cost of replacement or additional copies, and
- 29.4 not to alter, remove or add any lock or other security device without reasonable excuse (which includes an emergency, an order of the Consumer, Trader and Tenancy Tribunal, termination of a co-tenancy or an apprehended violence order prohibiting a tenant or occupant from having access) or unless the tenant agrees, and
- 29.5 to give each tenant under this agreement a copy of any key or other opening device or information to open any lock or security device that the landlord changes as soon as practicable (and no later than 7 days) after the change.

30. The tenant agrees:

- 30.1 not to alter, remove or add any lock or other security device without reasonable excuse (which includes an emergency, an order of the Consumer, Trader and Tenancy Tribunal, termination of a co-tenancy or an apprehended violence order prohibiting a tenant or occupant from having access) or unless the landlord agrees, and
- 30.2 to give the landlord a copy of the key or opening device or information to open

any lock or security device that the tenant changes within 7 days of the change.

31. A copy of a changed key or other opening device need not be given to the other party if the other party agrees not to be given a copy or the Consumer, Trader and Tenancy Tribunal authorises a copy not to be given or the other party is prohibited from access to the residential premises by an apprehended violence order.

Transfer of tenancy or sub-letting by tenant

32. The landlord and tenant agree that:

- 32.1 the tenant may, with the landlord's written permission, transfer the tenant's tenancy under this agreement or sub-let the residential premises, and
- 32.2 the landlord may refuse permission (whether or not it is reasonable to do so) to the transfer of the whole of the tenancy or sub-letting the whole of the residential premises, and
- 32.3 the landlord must not unreasonably refuse permission to a transfer of part of a tenancy or a sub-letting of part of the residential premises, and
- 32.4 without limiting clause 32.3, the landlord may refuse permission to a transfer of part of the tenancy or to sub-letting part of the residential premises if the number of occupants would be more than is permitted under this agreement or any proposed tenant or sub-tenant is listed on a residential tenancy database or it would result in overcrowding of the residential premises.

Note: Clauses 32.3 and 32.4 do not apply to social tenancy housing agreements.

33. **The landlord agrees** not to charge for giving permission other than for the landlord's reasonable expenses in giving permission.

Change in details of landlord or landlord's agent

34. The landlord agrees:

- 34.1 if the name and telephone number or contact details of the landlord change, to give the tenant notice in writing of the change within 14 days, and
- 34.2 if the address of the landlord changes (and the landlord does not have an agent), to give

the tenant notice in writing of the change within 14 days, and

- 34.3 if the name, telephone number or business address of the landlord's agent changes or the landlord appoints an agent, to give the tenant notice in writing of the change or the agent's name, telephone number and business address, as appropriate, within 14 days, and
- 34.4 if the landlord or landlord's agent is a corporation and the name or business address of the corporation changes, to give the tenant notice in writing of the change within 14 days.

Copy of certain by-laws to be provided

[Cross out if not applicable]

35. **The landlord agrees** to give to the tenant within 7 days of entering into this agreement a copy of the by-laws applying to the residential premises if they are premises under the *Strata Schemes Management Act 1996*, the *Strata Schemes (Leasehold Development) Act 1986*, the *Community Land Development Act 1989* or the *Community Land Management Act 1989*.

Mitigation of loss

36. The rules of law relating to mitigation of loss or damage on breach of a contract apply to a breach of this agreement. (For example, if the tenant breaches this agreement the landlord will not be able to claim damages for loss which could have been avoided by reasonable effort by the landlord.)

Rental bond

[Cross out this clause if no rental bond is payable]

37. **The landlord agrees** that where the landlord or the landlord's agent applies to the Rental Bond Board or the Consumer, Trader and Tenancy Tribunal for payment of the whole or part of the rental bond to the landlord, then the landlord or the landlord's agent will provide the tenant with details of the amount claimed and with copies of any quotations, accounts and receipts that are relevant to the claim and a copy of a completed condition report about the residential premises at the end of the residential tenancy agreement.

Smoke alarms

38. **The landlord agrees** to ensure that smoke alarms are installed and maintained in the residential premises in accordance with section 146A of the *Environmental Planning and Assessment Act 1979* if that section requires them to be installed in the premises.
39. **The landlord and tenant each agree** not to remove or interfere with the operation of a smoke alarm installed on the residential premises unless they have a reasonable excuse to do so.

Swimming pools

[Cross out this clause if there is no swimming pool]

40. **The landlord agrees** to ensure that the requirements of the *Swimming Pools Act 1992* have been complied with in respect of the swimming pool on the residential premises.

Additional terms

[Additional terms may be included in this agreement if:

- (a) both the landlord and tenant agree to the terms, and
- (b) they do not conflict with the *Residential Tenancies Act 2010*, the Residential Tenancies Regulation 2010 or any other Act, and
- (c) they do not conflict with the standard terms of this agreement.

ANY ADDITIONAL TERMS ARE NOT REQUIRED BY LAW AND ARE NEGOTIABLE.]

Additional term—break fee

[Cross out this clause if not applicable]

41. The tenant agrees that, if the tenant ends the residential tenancy agreement before the end of the fixed term of the agreement, the tenant must pay a break fee of the following amount:
- 41.1 if the fixed term is for 3 years or less, 6 weeks rent if less than half of the term has expired or 4 weeks rent in any other case, or
 - 41.2 if the fixed term is for more than 3 years, [specify amount]: _____

This clause does not apply if the tenant terminates the residential tenancy agreement early for a reason that is permitted under the *Residential Tenancies Act 2010*.

Note: Permitted reasons for early termination include destruction of residential premises, breach of the agreement by the landlord and an offer of social housing or a place in an aged care facility. Section 107 of the Residential Tenancies Act 2010 regulates the rights of the landlord and tenant under this clause.

42. The landlord agrees that the compensation payable by the tenant for ending the residential tenancy agreement before the end of the fixed term is limited to the amount specified in clause 41 and any occupation fee payable under the *Residential Tenancies Act 2010* for goods left on the residential premises.

Additional term—pets

[Cross out this clause if not applicable]

43. The tenant agrees not to keep animals on the residential premises without obtaining the landlord's consent.
44. The landlord agrees that the tenant may keep the following animals on the residential premises:
45. The tenant agrees to have the carpet professionally cleaned or to have the residential premises fumigated if the cleaning or fumigation is required because animals have been kept on the residential premises during the tenancy.

Insert any other agreed additional terms here. Attach a separate page if necessary.

Notes

1. Definitions

In this agreement:

landlord means the person who grants the right to occupy residential premises under this agreement, and includes a successor in title to the residential premises whose interest is subject to that of the tenant.

landlord's agent means a person who acts as the agent of the landlord and who (whether or not the person carries on any other business) carries on business as an agent for:

- (a) the letting of residential premises, or
- (b) the collection of rents payable for any tenancy of residential premises.

rental bond means money paid by the tenant as security to carry out this agreement.

residential premises means any premises or part of premises (including any land occupied with the premises) used or intended to be used as a place of residence.

tenancy means the right to occupy residential premises under this agreement.

tenant means the person who has the right to occupy residential premises under this agreement, and includes the person to whom such a right passes by transfer or operation of the law and a sub-tenant of the tenant.

2. Continuation of tenancy (if fixed term agreement)

Once any fixed term of this agreement ends, the agreement continues in force on the same terms as a periodic agreement unless the agreement is terminated by the landlord or the tenant in accordance with the *Residential Tenancies Act 2010* (see notes 3 and 4).

Clause 5 of this agreement provides for rent to be able to be increased if the agreement continues in force.

3. Ending a fixed term agreement

If this agreement is a fixed term agreement it may be ended by the landlord or the tenant by giving written notice of termination. The notice may be given at any time up until the end of the fixed term but cannot take effect until the term ends. The landlord must give at least 30 days notice and the tenant must give at least 14 days notice.

4. Ending a periodic agreement

If this agreement is a periodic agreement it may be ended by the landlord or the tenant by giving written notice of termination. The notice may be given at any time. The landlord must give at least 90 days notice and the tenant must give at least 21 days notice.

5. Other grounds for ending agreement

The *Residential Tenancies Act 2010* also authorises the landlord and tenant to end this agreement on other grounds. The grounds for the landlord include sale of the residential premises, breach of this agreement by the tenant and hardship. The grounds for the tenant include sale of the residential premises (not revealed when this agreement was entered into), breach of this agreement by the landlord and hardship. For more information refer to that Act or contact NSW Fair Trading on 13 32 20.

6. Warning

It is an offence for any person to obtain possession of the residential premises without an order of the Consumer, Trader and Tenancy Tribunal if the tenant does not willingly move out. A court can order fines and compensation to be paid for such an offence.

Signed by the landlord/agent

Name of landlord/agent

RICHARD MATEJ

Signature of landlord/agent

[Signature area]

on the 3rd day of September 2012

in the presence of (witness)

Name of witness

MELINDA FRANCIS

Signature of witness

[Signature area]

Signed by the tenant (1)

Name of tenant

[Name area]

Signature of tenant

[Signature area]

on the 24 day of August 2012,

in the presence of (witness)

Name of witness

Marianne Fritze

Signature of witness

[Signature area]

Signed by the tenant (2)

Name of tenant

[Name area]

Signature of tenant

[Signature area]

on the 24 day of August 2012

in the presence of (witness)

Name of witness

Marianne Fritze

Signature of witness

[Signature area]

Signed by the tenant (3) and any other tenants

Name of tenant/s

[Name area]

Signature of tenant/s

[Signature area]

on the ___ day of 20__

in the presence of (witness)

Name of witness

[Name area]

Signature of witness

[Signature area]

The tenant acknowledges that, at or before the time of signing this residential tenancy agreement, the tenant was given a copy of the *New tenant checklist* published by NSW Fair Trading.

Signature of tenant/s

[Signature area]

For information about your rights and obligations as a landlord or tenant, contact:

- (a) NSW Fair Trading on 13 32 20 or www.fairtrading.nsw.gov.au, or
- (b) Law Access NSW on 1300 888 529 or www.lawaccess.nsw.gov.au, or
- (c) your local Tenants Advice and Advocacy Service at www.tenants.org.au

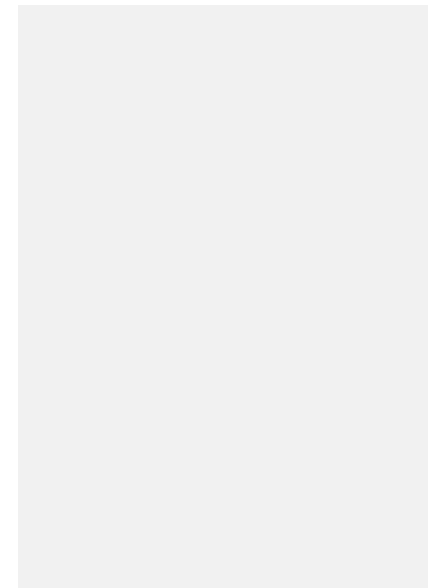
**FACILITIES MANAGEMENT DEPARTMENT
MINUTES OF PS MEETING**

Held On: Friday, 31 August 2012

| | | | | |
|-----------------|----------------|----|--------------------|----|
| Present: | Marianne Frith | MF | Linh Gutierrez | LG |
| | Bernhard Gregg | BG | Mitch Hovey | MH |
| | Kyra Donoso | KD | Matilde Princiotta | MP |
| | Phoenix Chung | PC | Ross Grasso | RG |

Apologies: David Stanton DS

Meeting opened at 09:00 am



| / CARABELLA ST | | | | | |
|----------------|--------|--|--|---------|--|
| Projects | | | | | |
| | | | | MF / CP | |
| Leasing | 1. Nil | | | | |
| Rent Reviews | 1. Nil | | | | |
| Lease Expiries | 1. | | | MF/RG | |

| | | | | | | |
|--------------|--|----|--|-----|-------|---|
| | | 2. | | Aug | | AG.CS approved 12 month lease. LG to submit lease agreements to RM for execution. |
| Rent Arrears | | 1. | | | MF/RG | |
| | | 2. | | | | Nil |
| | | | | | MF | |
| Action Plan | | | | | | |

| NEXT MEETING | MINUTES | | | | | | | | |
|--------------|---------|--|----|----------------|----|----|----|----|----------------|
| | DS | | MF | RG <u>X</u> | PC | CP | KD | BG | MP <u>X</u> |

Next meeting to be held 14 September 2012.