
Annex 7.F: Guide to standard tenancy agreement (This Annex is policy guidance)

Tenancy Agreement for Service Members

1. On occupation of a Service residence, the member is to sign a Tenancy Agreement for Service Members (Form AA613 – stock number 7530-66-134-8637) acknowledging the conditions of occupancy by initialling each page. The agreement is a legally binding contract between the Commonwealth and the member. Copies of the full version of the agreement are set out in the Defence Organisation's Web Forms System database.
2. The agreement sets out the tenancy rights and obligations of members occupying Service residences. The agreement provides that the Commonwealth will:
 - a. Give possession of the premises to the member on the date of commencement of the tenancy for the Service residence and allow the tenant to use and occupy the premises without unreasonable interference.
 - b. Ensure the premises are in a fit condition for use as a residence at the date of commencement of the tenancy.
 - c. During the course of the tenancy carry out such repairs, maintenance and rectification, not attributable to the member, as is required to ensure that the premises remain in essentially the same condition as when the first member took possession.
3. The agreement provides that the member will:
 - a. Give vacant possession of the premises to the Commonwealth on the termination of the agreement.
 - b. Ensure the premises are only used a private residence (and not, for example, used as a place of business), unless approval for some specified additional use has been obtained in writing from the appropriate authority. (When considering an application to conduct a business, the Housing Management Centre Manager is to consider whether the Service residence is on-base, Defence Housing Australia owned or leased and whether council approval and special insurance cover is required. For those members approved to operate a business from their Service residence, the Housing Management Centre Manager is to continue to monitor the type of business being conducted.)
 - c. Not transfer the right of occupancy, sublet the whole or part of the Service residence (or take in boarders, lodgers or other guests for reward), without the consent in writing of the appropriate authority.
 - d. Avoid any disturbance, nuisance or annoyance to neighbours whether by noise, behaviour, obstruction or other actions on the part of either the member or of persons on the premises with the member's consent (and if the premises are a strata unit or a flat, the member must comply with all directions made by the body corporate or similar authority for the comfort, well-being and harmony of all or any of the other tenants.
 - e. Not use any means of lighting or heating in the premises other than electricity or gas lighting or heating, and will only use oil, wood or coal fires if they are provided for in the premises.
 - f. Take care of the premises and at the member's own expense maintain the premises in a clean and tidy condition.

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- g. Not carry out (or permit to be carried out) any alterations or additions to the premises or any of its fixtures and fittings (whether of a temporary or permanent nature) or erect any buildings or structures including apparatus, equipment or structure used for acrobatic, gymnastic or recreational activities, or any swimming pool (other than paddling pools up to 30 centimetres depth) without the consent of the appropriate authority.
 - h. Not decorate the premises in any way that involves marking, defacing, painting or otherwise altering any part of the property including any of the floors, walls, ceilings, partitions, timbers or roof of the premises without the prior consent of the appropriate authority.
 - i. Promptly notify the appropriate authority in writing of any damage, defect or deterioration affecting the premises or any accident to or defect in the water, gas, drainage, sewerage or electrical installations, appliances or fittings.
 - j. Promptly pay all charges for gas, electricity and telephone, including any additional services.
 - k. Permit any officer, worker or agent of the Commonwealth or the Defence Housing Australia or any contractor employed by those bodies, on giving reasonable notice to the member, to enter the premises at all reasonable times for the purposes of making such inspections, taking such inventories and carrying out such repairs and alterations as he or she may think fit.
 - l. Keep any animal, bird, fish or reptile brought into the premises under control and in a clean condition, and indemnify the Commonwealth for any liability arising out of or as a consequence of the keeping of the animal, bird, fish or reptile.
 4. The agreement also provides that the Commonwealth may prohibit the keeping of or bringing onto the premises any animal, bird, fish or reptile and may require any animal, bird, fish or reptile to be removed from the premises.

Commencement inspection

5. At the commencement of the occupation of the Service residence, the agreement requires the member and the appropriate authority (or their representatives) to inspect the premises and record details of its condition on a Married quarters inspection report (Form AA 615), and for the member or his or her representative to sign that form. On termination of the agreement, the member and appropriate authority (or their representatives) are required to check the condition of the premises (as noted on Form AA 615) and settle the amount, if any, to be repaid to the Commonwealth under the agreement.

Termination of Agreement

6. Under the Agreement either the Commonwealth or the member may terminate the tenancy at any time by giving 28 days' prior written notice to the other (in the case of termination by the member, notice is to be given to the appropriate authority). The Housing Management Centre Manager may at any time require the occupant of a Service residence to vacate the premises for any of the following reasons:
 - a. failure to maintain the Service residence in a satisfactory condition in accordance with AA613 (Tenancy Agreement for Service Members) and AA614 (Tenant responsibilities);
 - b. the serious misconduct of any of the occupants;
 - c. the breaking by the tenant or any other occupant of any of the conditions specified in the Tenancy Agreement for Service Members;
 - d. the breaking by the tenant or any other occupant of any of the conditions specified in the Tenancy Agreement for Service Members;
 - e. the occupant ceasing to be eligible for continued occupation of the Service residence.
7. There are circumstances where the Commonwealth will exercise compassion in exercising its strict rights to terminate a Service residence tenancy.

Example: If an unmarried female member has been allocated a Service residence due to her pregnancy, in accordance with the eligibility procedures, and she subsequently suffers a miscarriage or termination of pregnancy. In these circumstances, the member is to be allowed to occupy the Service residence for a period of 28 days, or longer at the discretion of the Housing Management Centre Manager on the basis of medical officer advice.

See: Chapter 7 [Part 5](#), Service residences
8. If the member vacates the premises without giving prior notice, the member must pay in lieu of the notice an amount equivalent to 28 days' rent to the Commonwealth.
9. The outgoing tenant is to return the keys of the vacated Service residence expeditiously and, at the latest, before departure from the locality. Failure to return the Service residence keys before departure may result in additional rental charges against the member and/or charges for replacement of locks/keys.
10. If the member does not give vacant possession at the expiration of the 28 days, the member shall continue to pay rent for the Service residence until such time as vacant possession is given or the Commonwealth concludes a fresh tenancy agreement with whomsoever remains in the premises, whichever event occurs earlier.
11. Without prejudice to any claim which the Commonwealth may have against the member for unpaid rent or for the breach of any term or condition of the tenancy, the Commonwealth shall have the right to re-enter and take possession of the premises if:
 - a. the member has failed to pay rent or any part thereof for 14 days after it becomes due whether formally demanded or not; or
 - b. the member has failed to observe or perform any one or more of the terms and conditions of the tenancy and has been given notice in writing requiring within 14 days that he or she so observes such term or condition and/or rectify any such breach but has failed to do so within the required time.
12. The member shall deliver up the premises to the Commonwealth in good order and condition and shall repay the Commonwealth for any cost to the Commonwealth as a result, however caused, of the member not meeting his or her obligations under the Agreement.

Extension of tenancy beyond the member's separation from the ADF

13. A member must receive written approval for an extension of tenancy beyond discharge date from the Housing Management Centre Manager a minimum of 28 days before the separation/discharge date. If approval is granted, market rent will apply to the tenancy from the separation/discharge date.
14. Under normal circumstances members leaving the Service have adequate prior knowledge of their date of separation and should plan their post-discharge domestic accommodation accordingly. Consequently, requests for extension of tenancy from discharged members which are not based on compassionate or other unforeseen extenuating circumstances are not normally approved; personal or financial convenience are not regarded as extenuating circumstances. In considering requests for extensions of tenancy the following factors are to be taken into account:
 - a. the tenant's/occupant's intentions;
 - b. the number of dependants and ages of any children (if applicable);
 - c. details of compassionate, medical, education or other extenuating circumstances; and
 - d. whether the Service residence is required for occupancy by any serving member, either in the locality or arriving in the locality during the period of occupancy requested by the member.

Inspection, maintenance and cleaning procedures on termination of lease

15. The Defence Housing Australia, through its regional Housing Management Centres, is responsible for conducting inspections before families move out, advising families of the cleaning standards required, identifying maintenance requirements, and importantly advising of the damage that needs to be rectified or paid for by the tenant.
16. The tenant is to make every effort to be present during all inspections as it is in the tenant's best interests to do so in order to alleviate complaints. However, if unforeseen circumstances prevent a vacating tenant from attending an inspection, the tenant may appoint, in writing, an agent to attend the inspection on the tenant's behalf. An agent appointed by the vacating tenant is required to make acknowledgments or take any action that a vacating tenant may be required to take.
17. Service residence pre-vacation inspections can be conducted up to eight weeks in advance of uplifts, and unless there is deliberate damage and/or neglect or pet damage evident at that pre-vacation inspection, there is generally no requirement for a final inspection after uplift. The pre-vacation inspection is to be conducted in the presence of the tenant or the nominated agent of the tenant.
18. Tenants are to be charged for the costs associated with rectifying wilful damage or neglect and/or pet damage. At the pre-vacation inspection members are to be advised of any tenant charges that would be levied if the family chooses not to rectify specific items, and a completed copy of the vacation report is to be acknowledged by the tenant or agent on completion of the inspection. A copy of the report is to be provided to the tenant within two working days.

19. The Defence Housing Australia is to undertake maintenance work as required and arrange for vacant houses to be cleaned to Defence standards. Where fitted, carpets will be steam cleaned. These procedures only apply to those members (and Service exchange personnel) living in Service residences who have an entitlement to a removal of furniture and effects at Commonwealth expense. However, members vacating Service residences in circumstances not attracting a removal at Commonwealth expense, or civilians living in a Service residence, have the option to clean the Service residence to the standard expected of the Defence Housing Australia, or pay the full cost of cleaning (to be recovered in advance). Other Defence tenants are responsible for the actual cost of steam cleaning the carpet, however the carpet cleaning is undertaken by the Defence Housing Australia on the members' behalf. Carpet cleaning costs differ by region, house size and the extent to which homes are carpeted. The Defence Housing Australia representative will advise members of the actual cost. The member pays for the cost of carpet cleaning through a deduction via the ADF Pay System upon completion of the work. Farewell and welcome packs have been prepared by the Defence Housing Australia and will be provided to families to ensure that they understand the cleaning standards.
20. A final vacation inspection is required only if damage is detected at the pre-vacation inspection, and is to be carried out in the presence of the tenant or the tenant's agent after removal of furniture/effects and cleaning of the Service residence. During the vacation inspection the inspector is to:
- a. Check the contents of the Service residence as appropriate against the schedule or inventory of furniture/effects and record details of loss, damage or deficient items.
 - b. Check the physical condition and cleanliness of the premises and enter details on the inspection report.
 - c. Ensure that remarks on the inspection report accurately describe the condition of any item which is assessed as tenant liability.
 - d. Determine the extent of the tenant's liability to make good any loss or damage to the Service residence which has been caused by other than fair wear and tear or caused by the neglect of the tenant. The condition of the Service residence shown on the occupation or subsequent inspection reports is to be taken into account and recorded when assessing tenant liability.
 - e. If the premises are not cleaned to a satisfactory standard, advise the tenant of the tenant's liability to pay cleaning charges - whenever possible the tenant should be given the opportunity of rectifying deficiencies on the spot.
 - f. When the tenant accepts liability for any loss, damage, cleaning, repair or maintenance charges, obtain a written undertaking from the tenant on the appropriate section of the inspection report.
- Related information:** Paragraph 24, Debt recovery
- g. If the tenant refuses to accept liability for any loss, damage, cleaning, repair or maintenance charges, ensure that the tenant's reasons are recorded on the inspection report or a written statement of the grounds for refusal is attached to the inspection report, together with a statement from the inspector. The matter is then to be referred to the Housing Management Centre Manager for resolution.
 - h. Ensure that all parties sign the appropriate parts of the inspection report during the inspection process and that a copy is forwarded to the tenant within two working days.
 - i. Ensure that the Service residence is secure and that all keys are accounted for on departure.

Arrangements for members without dependants and members with dependants (unaccompanied)

21. The Tenancy Agreement for Service Members is to be used by members without dependants and members with dependants (unaccompanied) occupying a Service residence. One agreement is to be completed per property per tenancy arrangement, with the names of all tenants to be included on the agreement together with their contribution rate (an addendum may be required). A new agreement is to be signed on every change of tenancy circumstance.
22. A pre-vacation inspection is to be made for every change of tenancy circumstance. Any tenant damage (including the requirement to clean carpets) is to be apportioned appropriately or equally according to the assessed responsibility for damage.
23. The entitlement to cleaning of the Service residence at public expense after vacation will only arise following full vacation of the property by all tenants through circumstances attracting a removal entitlement.

Debt Recovery

24. This paragraph applies where the tenant has accepted liability for loss, damage, cleaning, repair or maintenance charges. The Housing Management Centre Manager should pursue recovery in accordance with Defence's debt management procedures. This is especially important when a member stops continuous full-time service. In this case, recovery should take place as soon as the member signs the Tenant Acknowledgment Form. This will make sure that the deduction can be made from the member's salary before the date of discharge.

Related information: [*Chief Executive Instruction 5.1, Debt management*](#)

Eviction of unauthorised residents and illegal occupants

25. Eviction of persons from a Service residence is a sensitive issue, therefore the initial processing of evictions should be handled at the highest levels within the region. All personnel are to be made aware of the possibility of adverse publicity and should make every endeavour to ensure that evictions do not become the subject of media attention.

Unauthorised residents – eviction procedures

26. The administrative action necessary to obtain vacant possession of a Service residence must commence at the member's unit or with the Housing Management Centre Manager, as appropriate. In either case the Unit and the Housing Management Centre Manager must liaise closely on all aspects of the eviction process.
27. The Housing Management Centre Manager should exercise due sympathy and need take action only after all reasonable efforts have been made to effect a lasting reconciliation between the member and his or her dependants.
28. An irretrievable breakdown of a relationship is accompanied by a high level of stress for the parties concerned. Housing Management Centre Managers are to ensure that both the member and the member's dependants are counselled by appropriate Service family support staff.

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29. When a non-serving dependant remains in residence in a Service residence following the irretrievable breakdown of the relationship, the responsible Housing Management Centre Manager should take the following steps:
- a. **Removal offer.** Upon the establishment of an irretrievable breakdown in the member's relationship, the non-serving dependants should be offered a removal at Commonwealth expense to any location in Australia. In circumstances where the occupant is not prepared to cooperate, eviction procedures should be initiated.
 - b. **Limited term tenancy.** A limited term tenancy of up to three months, normally at full market rental, may be offered to the non-serving dependant if that person cannot obtain suitable accommodation. This option will not be available if the spouse is resident in a Defence Housing Australia rented house on which the lease is about to expire.
 - c. **Extensions of tenancy.** In compelling and compassionate circumstances, requests for an extension to the three month tenancy may be granted by the Housing Management Centre Manager. The extension to the tenancy will be at full market rental. The local Housing Management Centre should be consulted to ensure that leases are in order for the additional period.
30. In cases where the Housing Management Centre Manager is satisfied that there are no compelling circumstances which warrant an extension of the limited term tenancy, the procedures detailed below are to be followed. The procedure listed below is a response to a situation where the estranged dependant of the member has refused offers of assistance to relocate from the Service residence.
- a. **Valid notice to quit.** When the Housing Management Centre Manager becomes aware that rent is no longer being paid by the member or that the non-serving dependant resident's limited term tenancy has expired and the non-serving dependant resident is now an unauthorised resident, they are to be served with a valid notice to quit. The statutory notice is that required by the law of the State/Territory in which the Service residence is located. The notice to quit period is normally 30 days. The preparation and serving of the notice to quit is the responsibility of the Housing Management Centre Manager. A copy of the notice to quit should be forwarded to the member.
 - b. The Administrative Support Centre is to request the Australian Government Solicitor to commence eviction proceedings. When a warrant giving a firm date for eviction is obtained, the full circumstances of the case are to be forwarded to the Minister before the eviction is carried out.
31. When a restraining order is issued against the member, the member continues to pay the contribution on the Service residence for the period of the restraining order, or until such time as the member declares that the relationship is irretrievably broken down, in which case if the dependant remains for the allowable 28 days period after the irretrievable breakdown, rent is to continue be paid for that period.
32. During the period that the order is in force, the member and his or her dependants may receive counselling. If at the end of the period of the order, reconciliation is not effected and the non-serving dependant(s) continue to occupy the Service residence, then the procedure for eviction of unauthorised residents is to be followed, commencing with an offer of a removal.

Eviction of illegal occupants and squatters

33. Every effort is to be made to ensure that illegal occupants are evicted from Service residences as quickly as possible. On receipt of advice that a house is being occupied illegally, the responsible Housing Management Centre Manager is to instruct the illegal occupants to leave. If they refuse to leave, the Housing Management Centre Manager is to advise the local State/Territory police and request assistance to remove the trespassers. Initial contact with police can be made by telephone, but it must be followed with a hand delivered letter. Advice of the illegal occupancy of a Service residence is to be advised to the commanding officer/officer commanding, **Director Relocations and Housing** and the Defence Housing Australia.
34. Should the police refuse or be unable to assist, the Housing Management Centre Manager must notify the commanding officer/officer commanding who should then request the Australian Government Solicitor to initiate eviction proceedings. All further action rests with the Australian Government Solicitor.
35. Under normal circumstances the recovery of legal costs associated with securing vacant possession and the recovery of unpaid rent from an unauthorised occupant who has been evicted from a Service residence would be sought by the Housing Management Centre Manager, from the person(s) against whom the eviction action had been taken.
36. In deciding whether to pursue recovery of legal costs and unpaid rent, the Housing Management Centre Manager will need to consider the cost of the action against the expected outcome.
37. If the matter is to be pursued, the Housing Management Centre Manager should instruct the Australian Government Solicitor to take action through the appropriate jurisdiction to recover the costs and/or unpaid rent.

Notice to quit form

38. In all eviction cases the following form should be used:

Name and Address of Unauthorised Resident/Illegal Occupant: ⁽¹⁾

Copy to: ⁽²⁾

NOTICE TO QUIT

(Full Name) ⁽¹⁾, in the Commonwealth of Australia, the owner of this house, hereby gives you Notice to Quit and deliver up possession at the end of 30 ⁽³⁾ days after the date of this notice, the premises known as Service residence (number) situated at (address of Service residence), in the State/Territory of.....

Dated this.....day of (Month and Year)

Signed for and on behalf of the Commonwealth of Australia.

(Signature)

(Name)

(Rank)

(Appointment)

Notes:

1. Where the name of the illegal occupant is known.
2. Where the unauthorised resident is a dependant of a member, a copy is to be provided to the member.
3. Legal advice should be sought regarding the degree of notice required under State/Territory law.

