

Agreement

Residential Tenancies Dispute Resolution Scheme

CAV case reference: INSERT

DSCV case reference: INSERT

Applicant: INSERT NAME (the Tenant/the Landlord/the Landlord's Agent)

Respondent: INSERT NAME (the Tenant/the Landlord/the Landlord's Agent)

Premises address: INSERT (Premises)

This Agreement is made on xx day of MONTH 2020 between the Applicant and the Respondent.

BACKGROUND

A. There is a Tenancy Agreement / Tenancy Arrangement in place between the parties and the rent payable is \$INSERT per week / fortnight / month (Existing Rent).

B. A dispute between the parties has been referred to the Chief Dispute Resolution Officer of the Residential Tenancies Dispute Resolution Scheme and a telephone conciliation conference was convened on INSERT, which was attended by:

[Delete any of the parties below that did not attend and add any attendees]

i. Insert name/s, being the Tenant/s

ii. Insert name/s, being the Landlord/s

iii. Insert name/s, being the authorised representative of the Landlord/s

iv. delete if irrelevant - if more than one Tenant/Landlord and only one is authorised. [INSERT NAME], in their capacity as authorised representative for the Tenants/Landlords

v. Insert name/s, being the Landlord's Agent, as authorised representative for the Landlord/s

vi. others

C. [Full agreement] In order to resolve the dispute, the parties have agreed to the terms set out in this Agreement. The conciliator has read this Agreement to the parties and they have acknowledged that the Agreement reflects the settlement they have reached.

OR

D. [Partial agreement] The parties have agreed to a partial resolution of their dispute, according to the terms set out in this Agreement. The conciliator has read this Agreement to the parties and they have acknowledged that the Agreement reflects the settlement they

have reached. In relation to any unresolved matters, the Chief Dispute Resolution Officer will issue the parties with a Notice of decision (dispute not resolved).

IT IS AGREED AS FOLLOWS:

1. This Agreement forms part of and modifies the **Tenancy Agreement / Tenancy Arrangement** between the parties.
2. The Existing Rent will be reduced to \$**INSERT** per **week / fortnight / month** (**Reduced Rent**) from **INSERT** to **INSERT** (inclusive).
3. The Tenant will resume payment of the Existing Rent under the **Tenancy Agreement/ Tenancy Arrangement** from **INSERT**.
4. **[Optional clause – reduction of rent is final]** The parties agree that the Landlord will not seek from the Tenant, at any time, payment of the difference between the Existing Rent and the Reduced Rent for the period set out in paragraph 2.
5. **[Optional clause – Deferred rent to be paid by certain date]** The difference between the Existing Rent and the Reduced Rent for the period set out in paragraph 2 being \$**INSERT**, must be paid in full by the Tenant to the Landlord by no later than **INSERT**.
6. **[Optional clause – Deferred rent to be paid by instalments]** The difference between the Existing Rent and the Reduced Rent for the period set out in paragraph 2, must be paid in accordance with the Schedule of payments below.
7. **[Optional clause – Outstanding arrears to be paid by a certain date]** The parties agree that the Tenant owes \$**INSERT** for unpaid rent between **INSERT** and **INSERT**, which must be paid in full by the Tenant to the Landlord by no later than **INSERT**.
8. **[Optional clause – ongoing duty to disclose]** The parties agree to notify each other, in good faith, of any material changes to their circumstances that would impact on the ability to meet their obligations under the tenancy agreement as soon as practicable. Such changes in circumstances may include, but are not limited to, new employment, increase in working hours, receiving government support, increase in pay and unexpected receipt of monies.
9. The parties agree that they otherwise continue to be bound by the terms of the **Tenancy Agreement / Tenancy Arrangement**.
10. **[Optional clause - confidentiality]** The parties agree to keep confidential the contents of this Agreement and anything said or done during conciliation, except as required by law or for the purposes of obtaining legal or accounting advice. This term does not prevent disclosure of this Agreement to the estate agency for the Premises or registering this agreement with Consumer Affairs Victoria.
11. **[Optional clause – release]** The parties agree to mutually discharge each other from all claims, suits, demands, damages, costs and expenses whatsoever arising out of or accruing from the matters which are the subject of this dispute.

SCHEDULE OF PAYMENTS Delete if not used

Item	Amount due	Date due
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		