

# Residential Rental Agreement

## no more than 5 years

**Residential Tenancies Act 1997 (Section 26(1))**

**Residential Tenancies Regulations 2021 Regulation 10(1)**

- This is your residential rental agreement. It is a binding contract under the **Residential Tenancies Act 1997** (the Act).
- Parts A, B, C and E are the terms of your agreement. Part D is a summary of your rights and obligations.
- Do not sign this agreement if there is anything in it that you do not understand.
- Please refer to [Renters Guide](#) for details about your rights and responsibility.
- For further information, visit the renting section of the Consumer Affairs Victoria (CAV) website at [www.consumer.vic.gov.au/renting](http://www.consumer.vic.gov.au/renting) or call 1300 558 181.

### PART A – BASIC TERMS

This agreement is between the residential rental provider (rental provider) and the renter(s) listed on this form.

#### 1. Date of agreement

This is the date the agreement is signed: \_\_\_\_\_

If the agreement is signed by the parties on different days, the date of the agreement is the date the last person signs the agreement.

#### 2. Premises let by the rental provider

Address of premises

Street: \_\_\_\_\_

Suburb: \_\_\_\_\_ State: \_\_\_\_\_ Postcode: \_\_\_\_\_

#### 3. Rental provider's details

Full name or Company name: \_\_\_\_\_

ABN/ACN (if applicable): \_\_\_\_\_

(Please fill out details below where no agent is acting for the rental provider)

Address: -- \_\_\_\_\_

State: \_\_\_\_\_ Postcode: -- \_\_\_\_\_

Phone number: \*\*\*\*\* \_\_\_\_\_ Email: -- \_\_\_\_\_

Full name or Company name: \_\_\_\_\_

ABN/ACN (if applicable): \_\_\_\_\_

(Please fill out details below where no agent is acting for the rental provider)

Address: -- \_\_\_\_\_

State: \_\_\_\_\_ Postcode: \_\_\_\_\_

Phone number: \*\*\*\*\* \_\_\_\_\_ Email: -- \_\_\_\_\_

#### Rental provider's agent's details

Full name: Melbourne Campus Management Pty Ltd

Trading name: Student Living On Lygon

Address: c/- 570 Lygon Street

Carlton State: VIC Postcode: 3053

Phone number: (03) 9000 6398 ABN/ACN (if applicable): 52 073 291 602

Email address: onlygon@unilodge.com.au

**Note:** The rental provider must notify the renter within 7 days if any of this information changes.

#### 4. Renter details

Each renter that is a party to the agreement must provide their details here.

Full name of **renter 1**: \_\_\_\_\_

Current address: \_\_\_\_\_

State: \_\_\_\_\_ Postcode: \_\_\_\_\_

Phone number: \_\_\_\_\_ ABN/ACN: \_\_\_\_\_ Email: \_\_\_\_\_

Full name of **renter 2**: \_\_\_\_\_

Current address: \_\_\_\_\_

State: \_\_\_\_\_ Postcode: \_\_\_\_\_

Phone number: \_\_\_\_\_ Email: \_\_\_\_\_

Full name of **renter 3**: \_\_\_\_\_

Current address: \_\_\_\_\_

State: \_\_\_\_\_ Postcode: \_\_\_\_\_

Phone number: \_\_\_\_\_ Email: \_\_\_\_\_

Full name of **renter 4**: \_\_\_\_\_

Current address: \_\_\_\_\_

State: \_\_\_\_\_ Postcode: \_\_\_\_\_

Phone number: \_\_\_\_\_ Email: \_\_\_\_\_

**Note:** If there are more than four renters, include details on an extra page.

#### 5. Length of the agreement

Fixed term agreement

Start date: \_\_\_\_\_

(this is the date the agreement starts and you may move in)

End date: \_\_\_\_\_

Periodic agreement (monthly)

Start date: \_\_\_\_\_

**Note:** A periodic (e.g. month by month) rental agreement will be formed at the end of the fixed term agreement if the renter and rental provider do not sign a new fixed term agreement and the renter stays in the property.

#### 6. Rent

Rent amount (\$) (payable in advance) \_\_\_\_\_ \*this does not include ancillary. Refer to page 11, item 21.9

To be paid per  week  fortnight  calendar month

Day rent is to be paid \_\_\_\_\_

(e.g. each Thursday or the 11th of each month)

Date first rent payment due: \_\_\_\_\_

#### 7. Bond

- The renter has been asked to pay the bond specified below.
- The maximum bond is 1 months' rent (unless the rent is more than \$900 per week). In some cases, the rental provider may ask the Victorian Civil and Administrative Tribunal (VCAT) to increase this limit.
- The rental provider or their agent must lodge the bond with the Residential Tenancies Bond Authority (RTBA) within 10 business days after receiving payment. The RTBA will send the renter a receipt for the bond.
- If the renter does not receive a receipt within 15 business days of paying the bond, they can email the RTBA at [rtba@justice.vic.gov.au](mailto:rtba@justice.vic.gov.au), or call the RTBA at 1300 13 71 64.

Bond amount (\$): \_\_\_\_\_


Date bond payment due: \_\_\_\_\_

**PART B – STANDARD TERMS**

**8. Rental provider's preferred methods of rent payment**

- The rental provider must permit a fee-free method (other than the renter's own bank fees) payment and must allow the renter to use Centrepay or another form of electronic funds transfer.
- The renter is entitled to receive a receipt from the rental provider confirming payment of rent.

(Rental provider to tick available methods of rent payment)

direct debit     bank deposit     cash     cheque or money order     

other electronic form of payment, including Centrepay Console Pay / EziDebit

Payment details (if applicable): Console Pay / EziDebit

BSB no. \_\_\_\_\_ Account no. \_\_\_\_\_  
Account name \_\_\_\_\_  
Payment reference \_\_\_\_\_  
\_\_\_\_\_

**9. Service of notices and other documents by electronic methods**

- Electronic service of documents must be in accordance with the requirements of the **Electronic Transactions (Victoria) Act 2000**.
- Just because someone responds to an email or other electronic communications does not mean they have consented to the service of notices and other documents by electronic methods.
- The renter and rental provider must notify the other party in writing if they no longer wish to receive notices or other documents by electronic methods.
- The renter and rental provider must immediately notify the other party in writing if their contact details change.

**9.1 Does the rental provider agree to the service of notices and other documents by electronic methods, such as email?**

The rental provider must complete this section before giving the agreement to the renter.

(Rental provider to tick as appropriate)

**Rental provider 1:**  Yes - insert email address, mobile phone number or other electronic contact details onlygon@unilodge.com.au  
 No

**Rental provider 2:**  Yes - insert email address, mobile phone number or other electronic contact details \_\_\_\_\_  
 No

**9.2 Does the renter agree to the service of notices and other documents by electronic methods such as email?**

(Renter to tick as appropriate)

**Renter 1:**  Yes - insert email address, mobile phone number or other electronic contact details \_\_\_\_\_  
 No

**Renter 2:**  Yes - insert email address, mobile phone number or other electronic contact details \_\_\_\_\_  
 No

**Renter 3:**  Yes - insert email address, mobile phone number or other electronic contact details \_\_\_\_\_  
 No

**Renter 4:**  Yes - insert email address, mobile phone number or other electronic contact details \_\_\_\_\_  
 No

**Note:** If there are more than four renters, include details on an extra page.

## 10. Urgent repairs

- The rental provider must ensure that the rental property is provided and maintained in good repair.
- If there is a need for an urgent repair, the renter should notify the rental provider in writing.
- For further information on seeking repairs, see **Part D** below.

Details of person the renter should contact for an urgent repair (rental provider to insert details).

Emergency contact name	<u>The On Lygon Team</u>
Emergency contact phone number	<u>03 9000 6398</u>
Emergency contact email address	<u>onlygon@unilodge.com.au</u>

## 11. Professional cleaning

The rental provider must not require the renter to arrange professional cleaning or cleaning to a professional standard at the end of the tenancy, unless:

- professional cleaning or cleaning to a professional standard was carried out to the rented premises immediately before the start of the tenancy and the renter was advised that professional cleaning or cleaning to a professional standard had been carried out to those premises immediately before the start of the tenancy; or
- professional cleaning or cleaning to a professional standard is required to restore the rented premises to the same condition they were in immediately before the start of the tenancy, having regard to the condition report and taking into account fair wear and tear.

The renter must have all or part of the rented premises professionally cleaned, or pay the cost of having all or part of the rented premises professional cleaned, if professional cleaning becomes required to restore the premises to the condition they were in immediately before the start of the tenancy, having regard to the condition report and taking into account fair wear and tear.

## 12. Owners corporation (formerly body corporate)

Do owners corporation rules apply to the premises? (Rental provider to tick as appropriate)

no       yes      If yes, the rental provider must attach a copy of the rules to this agreement.

## 13. Condition report

The renter must be given two copies of the condition report (or one emailed copy) on or before the date the renter moves into the rented premises.

(Rental provider to tick as appropriate)

- The condition report has been provided.
- The condition report will be provided to the renter on or before the date the agreement starts.

## PART C – SAFETY-RELATED ACTIVITIES

### 14. Electrical safety activities

- The rental provider must ensure an electrical safety check is conducted every two years by a licensed or registered electrician of all electrical installations, appliances and fittings provided by a rental provider in the rented premises, and must provide the renter with the date of the most recent safety check, in writing, on request of the renter.
- If an electrical safety check of the rented premises has not been conducted within the last two years at the time the renter occupies the premises, the rental provider must arrange an electrical safety check as soon as practicable.

### 15. Gas safety activities

This safety-related activity only applies if the rented premises contains any appliances, fixtures or fittings which use or supply gas.

- (a) The rental provider must ensure a gas safety check is conducted every two years by a licensed or registered gasfitter of all gas installations and fittings in the rented premises and must provide the renter with the date of the most recent safety check, in writing, on request of the renter.
- (b) If a gas safety check has not been conducted within the last two years at the time the renter occupies the premises, the rental provider must arrange a gas safety check as soon as practicable.

**16. [Clause revoked by law]**

**17. Swimming pool barrier safety activities**

These safety-related activities only apply if the rented premises contains a swimming pool.

- (a) The rental provider must ensure that the swimming pool barrier is maintained in good repair.
- (b) The renter must give written notice to the rental provider as soon as practicable after becoming aware that the swimming pool barrier is not in working order.
- (c) The rental provider must arrange for a swimming pool barrier to be immediately repaired or replaced as an urgent repair if they are notified by the renter that it is not in working order.
- (d) The rental provider must provide the renter with a copy of the most recent certificate of swimming pool barrier compliance issued under the **Building Act 1993** on the request of the renter.

**18. Relocatable swimming pool safety activities**

These safety-related activities only apply if a relocatable swimming pool is erected, or is intended to be erected, at the rented premises.

- (a) The renter must not erect a relocatable swimming pool without giving written notice to the rental provider before erecting the pool.
- (b) The renter must obtain any necessary approvals before erecting a relocatable swimming pool.

**Note:** Regulations made under **Building Act 1993** apply to any person erecting a relocatable swimming pool.

This safety-related activity only applies to swimming pools or spas that hold water deeper than 300 mm.

**19. Bushfire prone area activities**

This safety-related activity only applies if the rented premises is in a bushfire prone area and is required to have a water tank for bushfire safety.

- (a) If the rented premises is in a designated bushfire prone area under section 192A of the **Building Act 1993** and a water tank is required for firefighting purposes, the rental provider must ensure the water tank and any connected infrastructure is maintained in good repair as required.
- (b) The water tank must be full and clean at the commencement of the agreement.

## PART D – RIGHTS AND OBLIGATIONS

This is a summary of selected rights and obligations of renters and rental providers under the ***Residential Tenancies Act 1997*** (the Act). Any reference to VCAT refers to the Victorian Civil and Administrative Tribunal.

For more information, visit [www.consumer.vic.gov.au/renting](http://www.consumer.vic.gov.au/renting).

### Use of the premises

The renter:

- is entitled to quiet enjoyment of the premises. The rental provider may only enter the premises in accordance with the Act.
- must not use the premises for illegal purposes.
- must not cause a nuisance or interfere with the reasonable peace, comfort or privacy of neighbours.
- must avoid damaging the premises and common areas. Common areas include hallways, driveways, gardens and stairwells. Where damage occurs, the renter must notify the rental provider in writing.
- must keep the premises reasonably clean.

### Condition of the premises

The rental provider:

- must ensure that the premises comply with the rental minimum standards, and is vacant and reasonably clean when the renter moves in.
- must maintain the premises in good repair and in a fit condition for occupation.
- agrees to do all the safety-related maintenance and repair activities set out in Part C of the Agreement.

The renter:

- must follow all safety-related activities set out in Part C of the agreement and not remove, deactivate or otherwise interfere with safety devices on the premises.

### Modifications

The renter:

- may make some modifications without seeking consent. These modifications are listed on the Consumer Affairs Victoria website.
- must seek the rental provider's consent before installing any other fixtures or additions.
- may apply to VCAT if they believe that the rental provider has unreasonably refused consent for a modification mentioned in the Act.
- at the end of the agreement, must restore the premises to the condition it was in before they moved in (excluding fair wear and tear). This includes removing all modifications, unless the parties agree they do not need to be removed.

The rental provider:

- must not unreasonably refuse consent for certain modifications.

A list of the modifications that the rental provider cannot unreasonably refuse consent for is available on the Consumer Affairs Victoria website at [www.consumer.vic.gov.au/renting](http://www.consumer.vic.gov.au/renting).

### Locks

- The rental provider must ensure the premises:
  - has locks to secure all windows capable of having a lock; and
  - has deadlocks (a deadlock is a deadlatch with at least one cylinder) for external doors that are able to be secured with a functioning deadlock; and
  - meets the rental minimum standards for locks and window locks.
- External doors which are not able to be secured with a functioning deadlock must at least be fitted with a locking device that:
  - is operated by a key from the outside; and
  - may be unlocked from the inside with or without a key.
- The renter must obtain consent from the rental provider to change a lock in the master key system.
- The rental provider must not unreasonably refuse consent for a renter seeking to change a lock in the master key system.
- The rental provider must not give a key to a person excluded from the premises under a:
  - a family violence intervention order; or
  - a family violence safety notice; or
  - a recognised non-local DVO; or
  - a personal safety intervention order.

### Repairs

- Only a suitably qualified person must do repairs – both urgent and non-urgent.

#### Urgent Repairs

Section 3(1) of the Act defines *urgent repairs*. Refer to the Consumer Affairs Victoria website for the full list of urgent repairs and for more information, visit [www.consumer.vic.gov.au/urgentrepairs](http://www.consumer.vic.gov.au/urgentrepairs).

Urgent repairs include failure or breakdown of any essential service or appliance provided for hot water, cooking, heating or laundering supplied by the rental provider.

The rental provider must carry out urgent repairs after being notified.

A renter may arrange for urgent repairs to be done if they have taken reasonable steps to arrange for the rental provider to immediately do the repairs and the rental provider has not carried out the repairs.

If the renter has arranged for urgent repairs, the renter may be reimbursed directly by the rental provider for the reasonable cost of repairs up to \$2500.

The renter may apply to VCAT for an order requiring the rental provider to carry out urgent repairs if:

- the renter cannot meet the cost of the repairs; or
- the cost of repairs is more than \$2500; or
- the rental provider refuses to pay the cost of repairs if it is carried out by the renter.

#### Non-urgent repairs

- The renter must notify the rental provider, in writing, as soon as practicable of:
  - damage to the premises.
  - a breakdown of facilities, fixtures, furniture or equipment supplied by the rental provider.
- The rental provider must carry out non-urgent repairs in a reasonable time.
- The renter may apply to VCAT for an order requiring the rental provider to do the repairs if the rental provider has not carried out the repairs within **14 days** of receiving notice of the need for repair.

#### Assignment or sub-letting

The renter:

- must not assign (transfer to another person) or sub-let the whole or any part of the premises without the written consent of the rental provider.

The rental provider may give the renter notice to vacate if the renter assigns or sub-lets the premises without consent.

The rental provider:

- cannot unreasonably withhold consent to assign or sub-let the premises.
- must not demand or receive a fee or payment for consent, other than any reasonable expenses incurred by the assignment.

#### Rent

- The rental provider must give the renter at least 90 days' written notice of a proposed rent increase.
- Rent cannot be increased more than once every 12 months.
- If the rental provider or agent does not provide a receipt for rent, the renter may request a receipt.
- The rental provider must not increase the rent under a fixed term agreement unless the agreement provides for an increase.

## PART E - ADDITIONAL TERMS

### 21. Further Details (if any)

List any additional terms to this agreement. The terms listed must not exclude, restrict or modify any of the rights and duties included in the Act.

Additional terms must also comply with the Australian Consumer Law (Victoria). For example, they cannot be unfair terms, which will have no effect. Contact Consumer Affairs Victoria on 1300 55 81 81 for further information or visit [unfair contract terms](#) at the Consumer Affairs Victoria website.

**Note:** If you need extra space, attach a separate sheet. Both the rental provider and renter should sign and date all attachments.

#### Access and entry

- The rental provider may enter the premises:
  - at any time, if the renter has agreed within the last 7 days.
  - to do an inspection, but not more than once every 6 months.
  - to comply with the rental provider's duties under the Act.
  - to show the premises or conduct an open inspection to sell, rent or value the premises.
  - to take images or video for advertising a property that is for sale or rent.
  - if they believe the renter has failed to follow their duties under the Act.
  - to do a pre-termination inspection where the renter has applied to have the agreement terminated because of family violence or personal violence.
- The renter must allow entry to the premises where the rental provider has followed proper procedure.
- The renter is entitled to a set amount of compensation for each sales inspection.

#### Pets

- The renter must seek consent from the rental provider before keeping a pet on the premises.
- The rental provider must not unreasonably refuse a request to keep a pet.

#### Smoke Alarms

- The rental provider must ensure that any smoke alarm installed in the rented premises is:
  - correctly installed and in working condition; and
  - fitted with batteries or replacement batteries; and
  - tested at least once every 12 months in accordance with any instructions by the manufacturer of the smoke alarm.
- If a smoke alarm installed in the rented premises does not meet the requirements set out above, the renter may issue a request to the rental provider for urgent repairs to the smoke alarm in accordance with section 72AA of the Act.
- On receiving notice from the renter under the clause above, the rental provider or the provider's agent must immediately arrange for the repairs to be carried out.
- Any testing, repair or replacement of a smoke alarm that is powered by a mains electricity supply must be undertaken by a suitably qualified person.

**21.1 Residential Tenancies Act 1997**

- (a) All provisions of this agreement are subject to the *Residential Tenancies Act 1997* (Victoria) ('Act').
- (b) If there is any inconsistency between a provision of this agreement and the Act, unless the Act permits otherwise, the Act will prevail.

**21.2 Renter's obligations**

The renter must not:

- (a) use the premises for any other use than its place of residence;
- (b) permit, cause or use the premises for any illegal or unauthorised purpose;
- (c) damage the premises or permit or allow any of its invitees to damage the premises (other than fair wear and tear) ;
- (d) make any modifications or alterations to the premises without the rental provider's written consent unless the modification or alterations are prescribed under the Act. The rental provider must comply with the Act in granting or refusing its consent.
- (e) use any of the rental provider's fixtures or fittings for any other use than the intended use;
- (f) cause or permit any interference, nuisance or an invasion of peace or privacy to any neighbouring premises;
- (g) park any vehicles, motorcycles, bicycles or scooters inside the premises and only park such vehicles in an area allocated specifically for the renter for such use or as agreed to by the rental provider;
- (h) use any machinery or equipment owned by the rental provider and left on the premises other than in accordance with the rental provider's or manufacturer's instructions;
- (i) permit any other person than the persons agreed by the rental provider to remain on the premises for more than 14 days;
- (j) smoke or permit any invitee to smoke within the premises;
- (k) without the consent of the rental provider:
  - (i) affix any satellite dishes, television cables or antennas to the premises;
  - (ii) install any air-conditioning units on the premises; or
  - (iii) alter, replace or remove any locks and security devices to the premises other than on the letterbox, and the rental provider must comply with the Act in granting or refusing its consent and it may provide as a condition of consent and that the renter returns the premises to its original condition at the end of the tenancy or that any modification be completed by a suitably qualified person or that the renter pay an additional amount of bond.

**21.3 Maintenance and repairs**

- (a) The renter must:
  - (i) keep the premises in good condition and repair (subject to reasonable wear and tear);
  - (ii) replace at its own cost all blown or damaged light bulbs, LED lights and fluorescent tubes throughout the tenancy and ensure that all lighting is in a working condition at the end of the tenancy;
  - (iii) make good any damage to the premises caused by the renter or its invitees (other than fair wear and tear);
  - (iv) keep the premises clear of any rubbish;
  - (v) dispose of rubbish in accordance with council rules/guidelines and use the appropriate bins provided by or recommended by council;
  - (vi) regularly maintain the gardens (including but not limited to mowing lawns, removing weeds and watering plants, shrubs, trees and flowers) to the same standard as at the commencement of this agreement; and
  - (vii) not do anything which may damage or block any drains (including but not limited to gutters, downpipes and stormwater drains); and
  - (viii) keep the tenancy clean and free from mould, fungi and damp caused by the renter's use of the tenancy.

**21.4 Owners Corporation**

- (a) If the *Owners Corporation Act 2006* (Victoria) applies to this agreement the rental provider must give the renter a copy of the rules of the owners corporation at the commencement of the tenancy.
- (b) The renter must comply with the rules of the owners corporation at all times during the tenancy.

### 21.5 End of occupancy

At the expiration or earlier determination of this agreement, the renter must:

- (a) deliver vacant possession of the premises to the rental provider;
- (b) deliver to the rental provider or its agent all keys and security devices;
- (c) leave the premises in the same conditions (fair wear and tear excepted) as set out in the condition report; and
- (d) remove all of the renter's premises and belongings (including fixtures and modifications where required) from the premises and rectify any damage (at the renter's cost) caused by such removal.

### 21.6 Insurance

- (a) In relation to insurance policies taken out by the rental provider in respect of the Premises, the renter must not do any act or omission which would make an insurance policy invalid.
- (b) The renter acknowledges that it will be responsible to insure its contents (at its own cost).

### 21.7 Privacy

- (a) As part of the rental provider leasing the premises to the renter, the renter will be required to give the rental provider or its agent Personal Information (as defined in the *Privacy Act 1988* (Cth)).
- (b) Subject to the *Privacy Act 1988* (Cth), the renter consents to providing such information and permits the rental provider and/or its agent to:
  - (i) disclose the information to third parties for the purpose of marketing and sales campaigns, for any purpose stated in the privacy statement given to the renter (or the privacy policy of the rental provider's agent), and for any matters, issues or disputes related to this agreement or rental;
  - (ii) to keep on its database for future marketing and sales campaigns or similar (including where the rental provider is not marketing or selling a property).
- (c) If the rental provider or its agent is required to maintain a privacy policy in accordance with the *Privacy Act 1988* (Cth), upon request from the renter, the rental provider or its agent must provide the renter with a copy of its privacy policy.

### 21.8 Counterparts and Execution

- (a) This agreement (identical in form and context) may be executed in any number of counterparts. All counterparts together will be taken to constitute one instrument of the relevant document.
- (b) A copy of an original executed counterpart sent by facsimile machine, email or link emailed:
  - (i) will be treated as an original counterpart;
  - (ii) is sufficient evidence of the execution of the original; and
  - (iii) may be produced in evidence for all purposes in place of the original.
- (c) The person signing this agreement warrants that they have full authority to sign on behalf of the party they represent and has the authority to bind that party.
- (d) Each party consents to this agreement being signed by any other party in accordance with an electronic communication method and being given or produced by electronic communication, including by link emailed to a party to download an electronic copy.
- (e) Without limiting **clause 21.8(d)**, the parties acknowledge and agree that electronic signatures will constitute a signature and have the same quality of integrity as a written signature including if the signature is:
  - (i) computer generated;
  - (ii) by computer pen;
  - (iii) by a typed mark or name; or
  - (iv) physically signed on paper and scanned electronically.
- (f) The parties to this agreement agree that, despite any other clause of this agreement and despite custom, practice or code otherwise followed in respect of similar documents to this agreement, if executed electronically this agreement:
  - (i) is made on its execution by all parties to it (including electronic signature);
  - (ii) need not be executed and exchanged in counterparts; and
  - (iii) constitutes an original document in an electronic format.

- (g) Where either party applies an electronic signature to this Agreement or any other document attached or annexed to such:
  - (i) that party confirms that the method of identifying the person, their intention to be bound and method of signing is reliable and conclusive evidence of that party's intention to be legally bound by that document;
  - (ii) each party is able to rely on the electronic signature as if that party had signed the relevant document by manuscript signature in accordance with all legal requirements; and
  - (iii) each party consents to the conduct of an electronic transaction and the method of electronic signature used by the other party
- (h) Each party agrees that it will not contest the validity or enforceability of this Agreement, a contract or document because it was signed or transmitted electronically. Each party will not dispute the admissibility or authenticity of this Agreement, a contract or document on the grounds that it is not an original or that any signature was not manually affixed.

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21.9 Additional Terms

Rent and Ancillary Charges Payable

The Renter acknowledges they are responsible for paying monthly in advance, the total RENT listed in point 6 of the agreement PLUS the total of the ancillary charges of \$28 per person per month. The Agent reserves the right to withdraw the ancillary services at any time at the Agent's discretion or where the Renter fails to meet their obligations and pay for the services in advance.

Ancillary Services & Charges Contents Insurance

The Renter acknowledges where contents insurance is paid for and supplied as part of the ancillary services they have read and understood the product disclosure statement relevant to the provision of this service available here. The Renter acknowledges it is their responsibility to ensure the insurance coverage is adequate for their needs.

Ancillary Services and Charges - Residential Life Program (RLP)

Where supplied and paid for as part of ancillary services the Renter is responsible for payment of any RLP fees in relation to joining the program and associated fees in relation to any events.

The Renter acknowledges a key aspect of the RLP is social responsibility and helping others in the community.

The Renter acknowledges that at times the Agent will arrange events that support not-for-profit organisations and a contribution may be made to these organisations from the RLP funds.

The Renter acknowledges, where registration and payment to an event is required, should they not attend, they will forfeit their payment in line with the terms and conditions of the RLP.

The Renter acknowledges that photos are taken at RLP events and these images are used in marketing and social media campaigns. Should the Renter not wish for their image to be used, the Renter will put this request in writing to the Agent.

The Renter acknowledges that in consideration for receiving permission to participate in any RLP event, the Renter releases, waives, discharges and covenants not to sue the Agent, their officers, agents, servants or employees (hereinafter referred to as releases) from any and all liability, claims, demands, actions and causes of action whatsoever arising out of or related to any loss, damage or injury, including death, that may be sustained by the Renter, or any of the property belonging to the Renter, whether caused by the negligence of the releases or otherwise, while participating in such activity or while in, on or upon the premises where the activity is being conducted.

The Renter acknowledges they are fully aware of the possible risks involved and hazards connected with this activity, including but not limited to travel risks. The Renter hereby elects to voluntarily participate in any activity with full knowledge that said activity may be hazardous to them and their property.

The Renter voluntarily assumes full responsibility for any risks of loss, property damage or personal injury including death, that may be sustained by me or any loss or damage of property owned by me as a result of being engaged in such activity, whether caused by the negligence of the releases or otherwise.

**22. Signatures**

This agreement is made under the **Residential Tenancies Act 1997 (Vic)**.

Before signing you must read **Part D–Rights and Obligations** in this form.

**Rental provider**

Signature of rental provider 1 (or managing agent)

Signature of rental provider 2 (or managing agent)

Dated \_\_\_\_\_

Dated \_\_\_\_\_

**Renter**

All renters listed must sign this residential rental agreement.

Signature of renter 1

Signature of renter 2

Dated \_\_\_\_\_

Dated \_\_\_\_\_

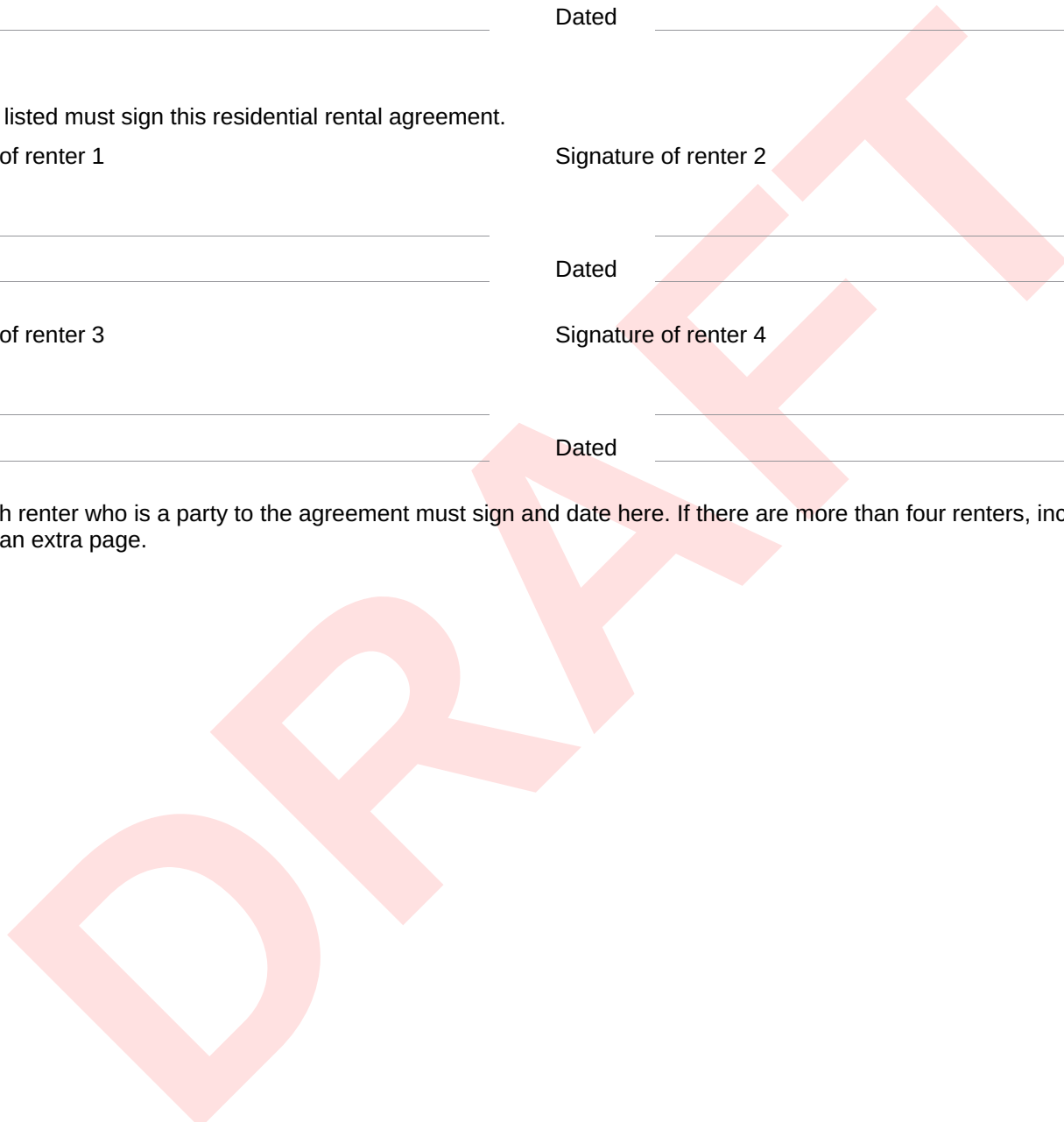
Signature of renter 3

Signature of renter 4

Dated \_\_\_\_\_

Dated \_\_\_\_\_

**Note:** Each renter who is a party to the agreement must sign and date here. If there are more than four renters, include details on an extra page.



**Annexure**

**Student Status**

The Renter acknowledges they are required to be a student enrolled in a recognised educational institution in order to enter into a lease agreement for the premises. The Renter acknowledges they must maintain their enrolment and provide proof of enrolment at the request of the Agent. The Renter acknowledges, should they no longer be enrolled as a student, they will be required to vacate the property within three ( 3 ) months of cessation of enrolment. The Renter acknowledges should they be in a fixed term agreement at the time of vacating, they will be required to pay all early termination fees.

**No Representations**

The Renter acknowledges that no promise, representation, warranty or undertaking has been given by the Rental Provider or the Agent in relation to the suitability of the Premises for the purposes of the Renter otherwise than as provided in this Agreement. The Renter, where applicable, has waived their rights to inspect the premises prior to signing this agreement. Without limiting Item 21 of Part D of this Agreement, the Rental Provider must ensure that the Premises comply with the rental minimum standards (as set out in Schedule 4 of the Residential Tenancies Regulations 2021), and further that the Premises are vacant and reasonably clean when the Renter moves in.

**Availability of Premises**

The Agent will use its best endeavours so that the Premises are available on the Commencement Date.

**Payment of Services**

The Renter shall pay all charges in respect of the consumption of water, electricity, gas, oil, national broadband network ("NBN") and telephone where the Premises are separately metered for these services as stipulated in the Act. The Agent will confirm if these are applicable. It is the Renter's responsibility to turn the main switch off to allow the power to be connected as required by the electricity provider. No claim shall be made against the Rental Provider or the Agent should the power not be connected at the commencement of this Agreement. The Renter acknowledges that all arrangements for connection of a telephone line or national broadband network ("NBN") connection to the Premises shall be at the cost of the Rental Provider.

**Lost Keys**

The Renter is responsible for the replacement of any lost key, building fob, auto remote control and the provision of any additional key and any locksmith's charge where any key is mislaid or lost. The Agent does not guarantee that it holds a spare set of keys to the Premises at its offices.

**Lockout**

The Renter acknowledges should they be locked out of their apartment or the building they will be liable to pay a lockout fee. The Renter acknowledges lockout services are provided at the Agents discretion. The Agent reserves the right to withdraw this service at any time.

**No Invalidating Insurance**

The Renter shall not do or allow anything to be done which would invalidate any insurance policy on the Premises or increase the premium including (but not limited to) the storage of flammable liquids or the use of any kerosene or oil burning heater at the Premises. For the avoidance of doubt the Rental Provider is responsible for payment of insurance, and nothing in this clause requires the Renter to take out or pay for any insurance.

**Notify Blockages**

The Renter must as soon as practicable notify the Rental Provider or the Agent of any blockage or defect in any drain, water service or sanitary system. No item that could cause a blockage including (but not limited to) any feminine hygiene product, disposable nappy or excessive amounts of toilet paper may be flushed down the sewerage septic stormwater or drainage systems. The Renter must pay the Rental Provider all reasonable expenses that are incurred in rectifying any defect or blockage that may be caused by the Renter or a person that the Renter has allowed or permitted to be at the Premises. This obligation shall not extend to any defect or blockage caused by the Rental Provider or the Agent or their respective contractors.

**Rubbish**

The Renter shall deposit all rubbish including any carton and newspaper in the building rubbish area. The Renter agrees to not place rubbish in common areas including but not limited to stairwells, common lounges and study rooms. The Renter acknowledges they may receive an infringement fine should this occur. The Renter agrees to remove rubbish and waste from their premises daily.

**Hanging Clothes**

The Renter shall not hang any clothes outside the Premises other than where provision for the hanging of clothes has been provided. The Renter must use any clothes drying facilities in the manner required by the Rental Provider or any owner's corporation.

**Washing Machines**

The Renter will not install a washing machine into their premises without the express written permission of the Residential Rental Provider.

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**Annexure**

**Replace Light Globes**

The Renter shall, at the Renter's expense, replace with a similar type style and feature/attribute any lighting tube, globe and down-light (including any starter or transformer) at the premises which become defective during the tenancy unless the defect is proven to be caused by faulty wiring or a defective fitting.

**Smoke Free Zone**

The Renter acknowledges that the Premises are a 'Smoke Free Zone' and the Renter will ensure that the Renter and any invitees do not smoke inside the Premises.

**Renter Notice**

If the Renter wishes to vacate the Premises at the expiration of this Agreement the Renter must give the Rental Provider written notice of the intention of the Renter to vacate at least 28 days prior to the expiration of this Agreement.

**Rental Provider Expenses**

If the Renter decides to vacate the Premises during the term of this Agreement for whatever reason, the Renter shall be responsible for reimbursing to the Rental Provider or Unilodge the following costs:

A pro-rata letting fee;

Reasonable administration costs;

Marketing costs as incurred by the Agent;

National tenancy database checks on each applicant or as required;

The continued payment of rent until the first to occur of the premises being relet or the current term of this agreement expiring;

If the Premises are relet at a lower Rental, the Renter must pay to the Rental Provider any difference or shortfall as required for the unexpired portion of the term of this agreement subject to legal requirements.

**Return Keys**

The Renter acknowledges that it is the responsibility of the Renter on the termination of this Agreement to deliver all keys, building access fobs and any auto remote controls for the Premises to the Agent during business hours and to continue paying Rental until such time as all keys and auto remote controls are delivered.

**Furnishings**

If the Premises are let fully furnished or semi-furnished the Renter acknowledges that any furniture, fittings and chattels included in the Premises are listed in an attachment to this Agreement or in the Condition Report and the Renter further acknowledges that all such items are in good condition as at the date of this Agreement unless specifically noted to the contrary. The Renter agrees to care for and maintain any items of furniture, fittings and chattels leased with the Premises during the tenancy and deliver them to the Rental Provider at the end of the tenancy in the same condition as at the Commencement Date (fair wear and tear excepted). The Renter must follow any care or manufacturer's instruction manuals provided to properly care for any such furniture fittings and chattels leased with the Premises. At the end of the tenancy, the Renter must replace with items of equivalent quality features functionality and condition any of the items of furniture fittings and chattels leased with the Premises which have been damaged destroyed or rendered inoperable/useful during the term of this Agreement (fair wear and tear excepted) at the Renters cost.

**Cooking Facilities**

The Renter agrees they will not cook anywhere in the property except where kitchen facilities are provided.

**Renter Absence**

The Renter acknowledges they will notify the Agent in writing if they intend to be absent from the premises for a period longer than 14 days.

**Bicycle Facilities**

The Renter acknowledges any bicycle will be stored in the bicycle storage area and not kept inside the premises. Any bicycles stored are done so at the Renters own risk.

**Fire Alarm**

The Renter acknowledges that should they be deemed liable for incorrectly activating or triggering the fire alarm which results in a Fire Rescue Victoria (FRV) attendance, they will be liable for all costs associated with the FRV callout.

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# Annexure - Urgent Repairs Notice

## Section 66(3) of the Residential Tenancies Act 1997 (Vic) (RTA)

Details pertaining to the agent's ability to authorise urgent repairs to the premises pursuant to section 66(3) of the RTA are below.

Can the Agent authorise urgent repairs? Yes

The maximum value of the repairs for which the Agent can authorise? \$ 2000

### Emergency/After hours contact details

Emergency contact name The On Lygon Team

Emergency contact phone number 03 9000 6398

Emergency contact email address onlygon@unilodge.com.au

Urgent repairs must not be undertaken by the renter without first making reasonable attempts to arrange for the rental provider or the agent to immediately carry out the repairs and the renter has been unable to get the rental provider or agent to carry out the repairs.

If the renter is unable to get the rental provider or the agent to carry out the urgent repairs, after the renter has made reasonable attempts to do so, the renter:

1. may arrange for urgent repairs to be carried out at the premises;
2. the renter must give the rental provider 7 days written notice of the repairs carried out and the cost; and
3. the rental provider must reimburse the renter for the lesser of the reasonable cost of the repairs and \$2,500 (inclusive of GST) within 7 days after receiving written notice of the repairs and their cost from the renter.

Urgent repairs means any work necessary to repair or remedy:

- a burst water service;
- a blocked or broken toilet system;
- a serious roof leak;
- a gas leak;
- a dangerous electrical fault;
- flooding or serious flood damage;
- serious storm or fire damage;
- a failure or breakdown of an essential service or appliance provided for hot water, water, cooking, heating, or laundering by the rental provider;
- a failure or breakdown of the gas, electricity or water supply;
- a failure or breakdown of any cooling appliance or service provided by the rental provider;
- a failure to comply with any minimum rental standards;
- a failure or breakdown of any safety-related device, such as a smoke alarm or pool fence;
- an appliance, fitting or fixture provided by the rental provider that uses or supplies water is malfunctioning in a way that is wasting or will waste a substantial amount of water;
- any fault or damage that makes the premises unsafe or insecure, including pest infestation, or mould or damp caused by or related to the building structure; and
- a serious fault in a lift or staircase.

**Rules for Owners Corporation Plan No. PS415534X**  
**570 Lygon Street, Carlton**

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The purpose of these rules is to provide all lot owners and occupiers with specific rules and information to ensure a safe, well maintained and harmonious living environment for all residents. It should be noted that any occupier will be held responsible and is liable for the conduct of their guests.

These Special Rules are based on the Model Rules provided by the Victorian Government and set out in the Owners Corporations Regulations 2018, but adapted to the particular needs and circumstances of the 570 Lygon St community.

## **1. Health, safety and security**

### **1.1. Health, safety and security of lot owners, occupiers of lots and others**

1.1.1 An owner or occupier must not permit any lot or common property to be used in a way that causes a hazard to the health, safety or security of any person lawfully within a lot or on common property, including, but not limited to:

- a) an owner or occupier of a lot,
- b) the Building Management team,
- c) an invitee of an owner or occupier, or of the Owners Corporation, or
- d) emergency services and other government-authorised personnel.

1.1.2 An owner or occupier must not conduct any activity which may be illegal or injurious to the reputation of the residences.

1.1.3 An owner or occupier must not, and must ensure their invitees do not, enter into any common property plant room, machine housing, water disposal room, electricity switch room, machinery room or adjust or cause adjustment to the thermostat, water control, electricity, gas or heating and or cooling controls in or on the common property without the consent of the Owners Corporation or Building Management.

### **1.2. Storage of flammable liquids and other dangerous substances and materials**

1.2.1 Except with the approval in writing of the Owners Corporation, an owner or occupier must not use or store on the lot or on the common property any flammable chemical, liquid, gas or other flammable material.

This rule does not apply to:

- a) chemicals, liquids, gases or other material used or intended to be used for domestic purposes;
- b) any chemical, liquid, gas or other material in a fuel tank of a motor vehicle or internal combustion engine in a designated car park or storage area.

### **1.3. Lithium-Ion Battery Powered Devices**

1.3.1 In this rule, Lithium-Ion Battery Powered Device (“LIBPD”) means:

- a) electric bicycles, electric scooters, electric skateboards and the like;
- b) children’s electric ride-on cars, trucks, motorbikes and similar devices;
- c) laptop computers, mobile phones, tablets and similar devices; and
- d) road-registrable vehicles such as electric cars, motorcycles, trucks and the like.

1.3.2 An owner or occupier of a lot seeking to charge a LIBPD on the common property must, prior to commencing charging of the LIBPD, seek written approval from the Owners Corporation for permission to charge, and if granted, an acceptable location for charging.

1.3.3 An owner or occupier who charges a LIBPD on their lot or at an alternate location elected by the strata committee must:

- a) ensure that the LIBPD is good quality and sourced from a reputable retailer and/or manufacturer;
- b) ensure the manufacturer’s instructions for maintaining the LIBPD and keeping it in a state of good repair are complied with;
- c) ensure that the LIBPD is:
  - i. supervised by a competent person at all times whilst charging;
  - ii. charged on a hard, non-combustible surface away from any soft and/or flammable materials such as beds, curtains, sofas, etc;
  - iii. not left to charge in a position that would block egress from the lot or common property in the event of a fire;
  - iv. not left on charge once the battery has reached full charge;
  - v. unplugged and Building Management notified immediately in the event the device becomes very hot or it emits smoke, vapour or an unusual odour;
  - vi. otherwise charged in compliance with the manufacturer’s instructions. To the extent that those instructions are inconsistent with clauses 1.3.3c)i.-v. of this rule, the manufacturer’s instructions prevail.

1.3.4 The requirements in clause 1.3.3c)i. and iv. do not apply to the items described in clause 1.3.1(c) of this rule.

1.3.5 In clause 1.3.3c)i. of this rule, “supervised by a competent person” means:

- i. a mentally competent person over the age of 16 years who is neither sleeping nor absent from the lot; and
  - ii. is familiar with the charging requirements set out in this rule.
- 1.3.6 In the event that the LIBPD and/or its battery pack sustains damage, the owner or occupier must:
  - i. immediately cease charging it on the lot or common property; and
  - ii. ensure it is assessed and, if necessary, repaired by a reputable retailer and in accordance with the manufacturer's specifications prior to being charged on the lot again.
- 1.3.7 In the event of a LIBPD fire, the owner or occupier must:
  - i. not attempt to extinguish the fire;
  - ii. exit the lot immediately, ensuring the fire-rated entrance door to the lot is properly closed behind them;
  - iii. call emergency services; and
  - iv. follow the 570 Lygon St established fire protocol.
- 1.3.8 For the avoidance of doubt, owners and occupiers are responsible for ensuring their invitees comply with this rule.

## **1.4. Waste disposal**

- 1.4.1 An owner or occupier must ensure that the disposal of garbage or waste does not adversely affect the health, hygiene or comfort of any person lawfully within a lot or on common property, including, but not limited to:
  - (a) an owner or occupier of a lot,
  - (b) the Building Management team,
  - (c) a guest of an owner or occupier, or of the Owners Corporation,
  - (d) a contractor or a tradesperson engaged by an occupier of a lot, or the Owners Corporation, or
  - (e) emergency services and other government-authorised personnel.
- 1.4.2 An owner or occupier must ensure that waste is only disposed of in the locations/bins made available by the Owners Corporation from time to time, including and not limited to recycling, e-waste, donation, green waste, hard waste and garbage bins.
- 1.4.3 No item or liquid may be thrown from windows and balconies.

- 1.4.4 Penalties may apply for incorrect disposal of waste. Any such penalty must be in accordance with section 166 of the Act.
- 1.4.5 The Owners Corporation may remove items incorrectly disposed of by an owner or occupier (or an owner or occupier's guests, tradesperson or contractors) from the common property in accordance with Division 5A of The Act.
- 1.4.6 The Owners Corporation may, in accordance with section 49 of the Act, recover any costs of that removal incurred by the Owners Corporation from that owner or occupier.

## **1.5. Smoking and vaping (smoke penetration onto common property)**

- 1.5.1 An owner or occupier must ensure that smoke caused by the smoking or vaping of tobacco or any other substance by the owner or occupier, or their invitees on the lot does not penetrate to the common property or any other lot.
- 1.5.2 An owner or occupier must, and must ensure their invitees do not, smoke or vape tobacco or any other substance on the common property, including but not limited to the corridors, floor landings, foyer, lifts, stairwells or in the car park.

## **1.6. Security**

- 1.6.1 An owner or occupier must not keep or leave open or permit to be kept or left open any external door, stairwell door, security door or gate.
- 1.6.2 An owner or occupier must not allow unauthorised persons to be given access to the property.
- 1.6.3 Keys for common facilities (e.g. meeting rooms, sauna, etc) remain the property of the Owners Corporation. The Owners Corporation must keep a register of keys and/or access fobs issued.
- 1.6.4 The Owners Corporation may conduct an audit of facilities keys and/or access fobs at any time. All lot owners and occupiers must participate in any audit.
- 1.6.5 Owners or occupiers must:
  - a) take all reasonable steps not to lose or damage any facilities keys or access fobs;
  - b) notify the Owners Corporation if any facilities key or access fob is lost or damaged;
  - c) ensure that - if their lot is leased - there is a condition in the lease agreement that the occupier/tenant must return all facilities keys and access fobs to the lot owner on the termination of the lease agreement; and
  - d) not duplicate or copy any facilities key or access fob.
- 1.6.6 An owner is responsible for replacement cost(s) of any facilities key or access fob if lost, including by any tenant or other lawful occupier of the owner's lot.

- 1.6.7 Lot keys and mailbox keys are lot property and therefore the responsibility of lot owners. They are not the responsibility of the Owners Corporation or Building Management.
- 1.6.8 All owners must immediately notify the Owners Corporation in writing of any change to their contact details or the contact details of any occupier of the lot.

## **1.6. Fire Safety & Emergency Plans**

- 1.6.1 An owner must ensure that any occupier of the owner's lot is provided with a copy of fire safety advice and any emergency preparedness plan that exists in relation to the lot prior to the occupier commencing occupation of the lot. An owner or occupier must not:
- a) use or interfere with any fire safety equipment except in the case of an emergency in a manner consistent with that equipment's intended purpose;
  - b) obstruct any emergency exits, fire stairs or fire escape or fire appliances.
- 1.6.2 An owner or occupier must ensure compliance with all statutory and other requirements relating to fire and fire safety in respect of their lot, including but not limited to ensuring that smoke detectors are installed in the lot and are properly maintained and tested on a regular basis.
- 1.6.3 If a smoke detector inside a lot fails and results in Building Management being called out, an attendance fee will be passed on to the owner of the lot.
- 1.6.4 To avoid false alarm call outs by Fire Rescue Victoria, an owner or occupier must not:
- a) smoke on any part of common property, including but not limited to the corridors, floor landings, foyer, lifts, stairwells or in the car park;
  - b) open their apartment door to the common property corridors to allow smoke, steam or dust to escape from their lot in non-dangerous instances such as: from burning toast or other food; whilst having building works undertaken; or during steam cleaning or dry cleaning of carpet or upholstery.
  - c) utilise fire hoses except in the case of an emergency in a manner consistent with that equipment's intended purpose;
- 1.6.5 If the fire authority determines that an owner or occupier was the cause of a false fire alarm call out, the Owners Corporation shall be entitled to seek to recover the resulting costs from that lot owner or occupier.

## **2. Use of common property**

### **2.1. Use of common property**

- 2.1.1 An owner or occupier must not obstruct the lawful use and enjoyment of the common property by any other person entitled to use the common property.

- 2.1.2 An owner or occupier must follow any lawful instruction and guidelines provided by the Owners Corporation regarding the use of common property facilities.
- 2.1.3 An owner or occupier must only use the internal and external common property facilities in a manner that does not generate a nuisance or other interference with the peaceful use and enjoyment of other occupiers (including excessive noise) and only during the hours of use determined by the Owners Corporation from time to time and expressly displayed (by sign or otherwise).
- 2.1.4 An owner or occupier must not, and must ensure their invitees do not, smoke or consume alcohol on any part of the common property including but not limited to the stairwells, lifts, foyers, bathrooms and car park forming part of the common property.
- a) This rule does not apply to:
- i. location(s) expressly designated by Building Management for such purposes (if any);
  - ii. events approved by Building Management in writing.
- 2.1.5 An owner or occupier must not, without the prior written approval of the Owners Corporation or Building Management, use any portion of the common property for their own exclusive purpose.
- 2.1.6 Building Management's authority to approve an owner or occupier's use of the common property for their own exclusive purpose is limited to temporary usages of not more than 6 hours.
- 2.1.7 An owner or occupier must not hold a group event on any part of the common property that may obstruct or interfere with other occupiers' reasonable use and enjoyment of the common property without the prior consent of the Owners Corporation, which may be given subject to conditions.
- 2.1.8 An owner or occupier must not erect or display or permit any agent or person to erect or display any signs, hoardings, notices or sale or letting signs on the lot or common property without the prior written approval of the Owners Corporation.
- 2.1.9 An owner or occupier must not store any material or goods on common property except with the prior written consent of the Owners Corporation or Building Management and in accordance with the terms and conditions contained in the written consent.
- 2.1.10 An owner or occupier must not ride bicycles or scooters in any internal areas of the buildings, with the exception of mobility aids.
- 2.1.11 An owner or occupier must not use common property power outlets or water facilities for personal use, except:
- a) to charge small personal devices such as mobile phones, tablets and laptop computers;

- b) to water the owner or occupier's plants on their lot;
- c) otherwise with the prior written consent of the Owners Corporation.

2.1.12 An owner or occupier must not use the swimming pool, BBQs, sauna, multifunction room or gymnasium otherwise than in accordance with the insurance policy and the posted rules. Incorrect use of facilities may result in the offending owner, occupier or guest being asked to leave the facility by Building Management.

## **2.2. Pets and animals**

2.2.1 Subject to these rules, an owner or occupier may keep animals within a lot.

2.2.2 An owner or occupier must register their animal with the Owners Corporation in writing within 7 days of acquiring the animal. Registration must include the animal's species, breed (if applicable), gender, age and a recent photograph of the animal.

2.2.3 Owners and occupiers who keep an animal or animals within their lot must comply with the Domestic Animals Act 1994 and its regulation(s) and any other legislation relevant to their animal.

2.2.4 If the Owners Corporation has resolved that an animal is:

- a) a danger to any person lawfully on common property; or
- b) causing a nuisance to an owner or occupier of a lot, or
- c) is causing damage to the common property or another lot,

it must give reasonable notice of this resolution to the owner or occupier who is keeping the animal.

2.2.5 For the purpose of clause 4 above, the Owners Corporation Committee may at any time produce and amend a policy which deems how and when an animal may, pursuant to clause 4 above, be considered a danger, causing a nuisance or damage to the common property or another lot.

2.2.6 An owner or occupier who is keeping an animal that is the subject of a notice under clause 4 above must remove that animal from 570 Lygon Street within 30 days from the date of service of notice of the resolution.

2.2.7 Clauses 4(a) and (b) do not apply to an assistance animal that assists a person with an impairment or disability as defined by section 9 of the Disability Discrimination Act 1992 of the Commonwealth. Upon reasonable request, the Owners Corporation may seek the following confirmation that an animal assists a lot owner or occupier with an impairment or disability, including:

- (a) evidence the animal holds an accreditation referred to in the Disability Discrimination Act 1992 of the Commonwealth, section 9(2)(a) or (b), or

- (b) a statutory declaration verifying the animal has received the training referred to in the Disability Discrimination Act 1992 of the Commonwealth, section 9(2)(c),
- 2.2.8 An owner or occupier must control animals on common property including a short leash or a cage or an equivalent to prevent the loss of control of the animal.
- 2.2.9 If an animal under the control of an owner or occupier damages the common property (including any soiling), that owner or occupier must take reasonable measures to:
  - a) return the affected common property substantially to the state prior to the damage including to the state of required health and safety standards; and
  - b) immediately inform the Owners Corporation or Building Manager of the damage.
- 2.2.10 All rectification work carried out pursuant to clause 9 above must be carried out in a manner acceptable to the Owners Corporation.
- 2.2.11 An owner or occupier is liable for all costs reasonably incurred by any party arising out of and/or in connection with any damage or inconvenience caused by an animal owned and/or controlled by that owner or occupier.

## **2.3. Vehicles and parking on common property**

- 2.3.1 An owner or occupier must not park or leave a motor vehicle in a designated parking space allocated for invitees only.
- 2.3.2 An owner or occupier must ensure that their invitees comply with the visitor car parking restrictions set by the Owners Corporation and displayed at the property, including but not limited to restrictions on the length of time of use and the provision of contact details to the Building Manager for the users of the visitor car spaces.
- 2.3.3 An owner or occupier must not, and must ensure their invitees do not, park or leave a motor vehicle or permit a motor vehicle:
  - a) to be parked or left on parking spaces owned by other owners or occupiers;
  - b) to be parked or left on any part of the common property that is not a designated parking space;
  - c) to be parked in any parking space in such a way that any part of the vehicle extends beyond the boundaries of the parking space onto common property or onto any other lot;
  - d) in a manner that permits oil to leak from any motor vehicle onto any lot or common property and must immediately clean any leakages at their own expense.
- 2.3.4 An owner or occupier must not permit any bicycle or other vehicle to be stored on the common property except in areas specifically designated by the Owners Corporation for that purpose.

- 2.3.5 If an owner or occupier parks, or otherwise leaves, any motor vehicle in such a way that contravenes these rules, the Owners Corporation may, pursuant to Division 5A of the Owners Corporation Act 2006, dispose of the vehicle as abandoned goods, including the removal of the vehicle to a safe place by a towing service contractor, if:
- (a) the goods block reasonable access to a lot or the common property; and
  - (b) the Owners Corporation has made a reasonable attempt to locate or communicate with the person who abandoned the goods in order to give the person a notice of intention to dispose of abandoned goods.
- 2.3.6 Costs incurred by the Owners Corporation as a result of the Owners Corporation's moving of a vehicle to a safe space pursuant to clause 5 of these rules may be recovered from the owner or occupier in breach of that rule.
- 2.3.7 The Owners Corporation may pursuant to Division 5A of the Owners Corporation Act 2006, exercise its legal rights available from time to time in relation to disposing of abandoned or uncollected goods on common property.
- 2.3.8 An owner or occupier of a lot must not:
- a) store any materials, goods or debris on any car parking areas comprising a lot or part of the lot.
  - b) use a car parking space for anything other than parking a bicycle, car, van, motorbike or other vehicle capable of fitting wholly within the car parking space.
- 2.3.9 All vehicles are restricted to a maximum of 10 km/h throughout the common property.
- 2.3.10 An owner or occupier must not enclose or fit any fencing or cover over a lot designated as a car park.

## **2.4. Damage to common property**

- 2.4.1 An owner or occupier must not damage or alter the common property or any structure that forms part of the common property without the written approval of the Owners Corporation, which must specify the works and may be given subject to conditions.
- 2.4.2 If moving an article (including furniture and/or goods) over or through common property which is likely to cause damage to or obstruct common property for an extended period of time, an owner or occupier may only move such article/s in accordance with directions of the Owners Corporation or Building Management.
- 2.4.3 The owner or occupier must, pursuant to section 49 of the Act, reimburse the Owners Corporation for the cost associated to repair/clean or reinstate the common property as a result of any damage caused.

## **3. Lots**

### **3.1. Change of use of lots**

3.1.1 An owner or occupier must give written notification to the Owners Corporation if the owner or occupier changes the existing use of the lot in a way that will affect the insurance premiums for the Owners Corporation. An example would be if the change of use results in a hazardous activity being carried out on the lot, or results in the lot being used for commercial or industrial purposes rather than residential purposes.

### **3.2. External appearance of lots**

3.2.1 An owner or occupier must obtain the written approval of the Owners Corporation before making any changes to the external appearance of their lot, such as but not limited to: installing screens, awnings and other sun shading devices; replacing glazing and windows for new; constructing decks and balconies.

3.2.2 The Owners Corporation cannot unreasonably withhold approval but may give approval subject to reasonable conditions to protect quiet enjoyment and access of other lot owners, structural integrity or the value of other lots and/or common property.

3.2.3 The Owners Corporation must not make rules that unreasonably prohibit the installation of items that enhance the thermal comfort of a lot.

3.2.4 The Owners Corporation may impose reasonable conditions on the installation of such items on the exterior of the lot related to their colour, mounting and location provided that these conditions do not increase the cost of installation, reduce the item's functionality or, pursuant to section 138B of the Act, operate to prevent the installation of a sustainability item.

3.2.5 An owner or occupier must not hang or place externally, either outside their lot or on common property, any item without prior consent of the Owners Corporation.

### **3.3. Requiring notice to the Owners Corporation of renovations to lots**

3.3.1 An owner or occupier must notify the Owners Corporation when undertaking any renovations or other works that may affect the common property and/or other lot owners' or occupiers' enjoyment of the common property.

## 4. Behaviour of persons

### 4.1. Behaviour of owners, occupiers and guests on common property

- 4.2.1 An owner or occupier must take all reasonable steps to ensure that their invitees do not behave in a manner likely to unreasonably interfere with the peaceful enjoyment of any other person entitled to use a lot or the common property.
- 4.2.2. An owner or occupier must take all reasonable steps to ensure that their invitees follow the rules of the Owners Corporation.
- 4.2.3 An owner or occupier must not invite more than four guests at any one time who are not residents to use the swimming pool, BBQs, sauna or gymnasium unless approved by Building Management or the Owners Corporation.
- 4.2.4 Guests may only use common facilities with the resident owner or occupier present.
- 4.2.5 An owner or occupier must, and must ensure that their invitees, conduct themselves in a respectful manner whilst in common areas. This includes but it not limited to:
- a) No yelling or playing music to an unreasonably high noise volume;
  - b) No offensive language;
  - c) Appropriate clothing as determined by modern Australian values must be worn.

### 4.2 Noise and other nuisance control

- 4.2.1 An owner or occupier must not, and must ensure their invitees do not, unreasonably create any noise likely to interfere with the peaceful enjoyment of any other person entitled to use a lot or the common property.
- 4.2.2 Subrule (1) does not apply to the making of a noise if the Owners Corporation has given written permission for the noise to be made.
- 4.2.3 An owner or occupier, or an invitee, must not make or permit to be made noise from music, appliances or any activities which may be heard outside the lot generally in the hours set out on the below table, or as specified by the EPA (Environment Protection Authority).

<b>Days of the Week</b>	<b>Hours during which noise is prohibited</b>
Monday – Thursday	Before 7am and after 10pm
Friday	Before 7am and after 11pm
Saturday and public holidays	Before 9am and after 11pm
Sunday	Before 9am and after 10pm

## **5. Dispute resolution**

- 5.1 The grievance procedure set out in this rule applies to disputes involving an owner, manager, or an occupier or the Owners Corporation.
- 5.2 The party making the complaint must prepare a written statement in the approved form.
- 5.3 If there is a grievance committee of the Owners Corporation, the grievance committee must be notified of the dispute by the complainant.
- 5.4 If there is no grievance committee, the Owners Corporation must be notified of any dispute by the complainant, regardless of whether the Owners Corporation is an immediate party to the dispute.
- 5.5.5 The parties to the dispute must meet and discuss the matter in dispute, along with either the grievance committee or the Owners Corporation, within 14 working days after the dispute comes to the attention of all the parties. A meeting under subrule (5) may be held in person or by teleconferencing, including by videoconference.
- 5.5.6 A party to the dispute may appoint a person to act or appear on his or her behalf at the meeting.
- 5.5.7 The grievance committee may obtain expert evidence to assist with the resolution of a dispute if the Owners Corporation or the parties to the dispute agree in writing to pay for the cost of obtaining that expert evidence.
- 5.5.8 If the dispute is not resolved, the grievance committee or Owners Corporation must notify each party of his or her right to take further action under Part 10 of the Owners Corporations Act 2006.
- 5.5.9 This process is separate from and does not limit any further action under Part 10 of the Owners Corporations Act 2006.

## **6. Application of Model Rules**

- 6.1 Except where repeated verbatim in these rules, the Model Rules do not apply.

## **7. Dictionary and Interpretation:**

- 7.1 In these rules:

“570 Lygon Street” means Plan of Subdivision 415534X.

“Act” means the Owners Corporations Act 2006 and the Owners Corporations Regulations 2018.

“Building Management” means the Building Management company engaged by the Owners Corporation for the purpose of attending to the day-to-day operation and maintenance of

the building within the scope of the Building Management agreement entered into between the Owners Corporation and the Building Management company.

“Invitee” means a Guest or a contractor or tradesperson engaged by the owner or occupier of a lot, or the Owners Corporation.

- 7.2 In these rules, words defined in the Owners Corporations Act 2006 have the meaning given to them in that Act, except where indicated otherwise, either expressly or by context.
- 7.3 Unless otherwise directed, where permission for an activity is required from the Owners Corporation, the request should be directed to the Owners Corporation Management Company in place at the time.