

UniLodge

UniLodge @ RMIT Bundoora - Walert House
345 McKimmies Road, Bundoora, VIC 3083

2020

**RULES OF
RESIDENCE**

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This document contains the 'Rules of Residence' which forms part of your 'Residence Agreement'. You must read this document and sign the acknowledgment form issued to you before your arrival, which is evidence of your agreement to abide by the building rules and your contractual obligations. You are entitled to a copy of your signed Residence Agreement.

1. RIGHTS & RESPONSIBILITIES

1.1 Resident Rights

- To start the residency with the premises in a reasonable condition that complies with health and safety regulations.
- Peaceful enjoyment of the premises.
- A secure environment.
- To be given a copy of the Residential Agreement.

1.2 UniLodge Rights

- To send Remedy of Breach notices to residents who break the terms or conditions of the Residence Agreement and/or cause damage to any parts or inclusions of the building and/or cause inconvenience to others.
- To issue Remedy of Breach notices to residents defaulting on their residence fee payments, and to send a Termination Notice if not remedied.
- To inspect the condition of the property (including a room or apartment) at a time previously arranged.
- Entitled to inspect a room with no notice to maintain rules and regulations (permitted by law) regarding the limitation, prohibition, the use of drugs and alcohol within the premises, or in the case of concerning behaviour or a medical emergency.
- Request ID from residents.

1.3 Resident Responsibilities

- Pay the residence fees by the due date and by the agreed method of payment.
- Do not use the premises for illegal purposes.
- Do not cause a nuisance or interfere with the reasonable peace, comfort, or privacy of any other resident.
- Keep the premises and inclusions clean.
- Be responsible for your guests' behaviour.
- Do not intentionally, maliciously or negligently damage, or allow anyone else to intentionally, maliciously or negligently damage, the premises or inclusions.
- Report to UniLodge any damage/maintenance issues to your premises in writing.
- Pay for charges as outlined in the Residence Agreement and this Handbook.
- Abide by the terms of the Residence Agreement, rules and regulations of the building.
- Only use the premises for residential purposes unless otherwise agreed in writing.
- Pay for any False Fire Alarm call outs that may be triggered in your apartment.

1.4 UniLodge Responsibilities

- To make sure the apartment is clean and fit to live in at the start of the agreement.
- Provide a reasonable level of peace, comfort and privacy in the premises.
- Ensure the premises is reasonably secure.
- Ensure compliance with laws regarding the health and safety of persons using or entering the premises.
- Maintain the premises and inclusions in good repair and keep the common areas clean.

2. YOUR AGREEMENT WITH US

2.1 Condition Report

At the commencement of your Residence Agreement, a Condition Report will need to be completed and signed by both you (the resident) and a UniLodge representative. This Condition Report will be used at the end of the Residence Agreement to assess any possible damage that may have been sustained to the apartment, its furniture and equipment. The completed Condition Report must be **returned to the office within 3 business days** of you receiving the report. Failure to do so will result in the Condition Report not forming the basis for any security deposit claims at the end of your agreement.

2.2 Eviction

UniLodge Rules of Residence promotes tolerance, courtesy and care for others and the different needs within the community. If you choose to ignore or transgress these guidelines, you shall receive written warnings from UniLodge management. Residents who have received warnings and continue with such behaviour will face termination of their Residential Agreement.

Where a resident's behaviour is deemed to be "unacceptable" or not in line with the values of the property by UniLodge, including in connection with any incident, their residence agreement can be terminated without initial warning. Unacceptable behaviour may include but is not limited to:

- Carrying, using or distributing illegal drugs or other illegal substances.
- Carrying, using, growing or distributing Cannabis.
- Harassment, threatening behaviour, written threats, abuse or discrimination of another resident, staff member or person.
- Sexual/physical abuse of another resident, staff member or person.
- Theft of another person's property.
- Significant interference with the peace, comfort or privacy of another resident or staff member.
- Smoking within an apartment or in any other area of the building.
- Tampering with or removal of any smoke detector in their apartment.
- Acting in a way which threatens the safety and security of other residents, staff and/or the premises.
- Concerning behaviour following or related to an incident.
- If your behaviour causes physical or psychological harm to other persons or property, your residential agreement may be reviewed.

Many of these behaviours are against the law. Residents should be aware that in addition to eviction, relevant matters may be referred to police, and/or RMIT for consideration.

2.3 Security Deposit

- A security deposit equivalent to four (4) weeks' rent is required. The security deposit is held in an account on behalf of the resident for the term of the residency and / or for any further period in which the resident may occupy the apartment.
- The security deposit cannot be used for rent unless authorised by the General Manager.
- The cost of repair or excessive cleaning may be deducted from the security deposit.
- The resident is not entitled to make a claim on any interest of the security deposit.

2.4 Termination of Residence Agreement

- A Residence Agreement may be terminated if:
- The resident fails to pay rent by the due date and all notices to remedy have not been satisfied.
- The resident's behaviour is deemed "unacceptable" by UniLodge (as defined by the Residence Agreement).
- The resident resorts to or takes advantage of any law for the protection of insolvent people, becomes bankrupt or commits an act of bankruptcy.

At the termination of a Residence Agreement, all the residents' personal belongings must be removed. Any belongings of value left on the premises will be kept for 28 days and then disposed of.

3. RULES OF RESIDENCY

These rules form part of your Residence Agreement with UniLodge. Please read these rules and if you have any questions or need a translator advise the customer service staff at reception.

3.1 Alcohol

Management promotes a responsible attitude towards the use of alcohol. Alcohol is not permitted if you are under the age of 18. Alcohol is only able to be consumed in your room/apartment or in the common room known as the Hub on the ground level. Alcohol will NOT be permitted in any other common spaces. Alcohol must not be consumed in glass bottles. Alcohol in the Hub can only be consumed from 12pm – 10pm daily. Noise complaints and inappropriate behaviour associated with alcohol consumption in these areas will be monitored and dealt with by UniLodge staff accordingly.

3.2 Behaviour

Residents must agree to abide by the code of behaviour which is captured throughout this document. Acceptable behaviour includes not interfering with another person's living conditions or personal security. Breaches of the code of behaviour will be dealt with by UniLodge management. Repeated breaches may amount to "unacceptable behaviour/anti-social behaviour" and constitute grounds for early termination of your Residence Agreement; you will still be responsible for payment of your residency fees until the apartment is re-let. A single finding of "unacceptable behaviour/anti-social behaviour" may result in the termination of your Residence Agreement without warning.

3.3 Children

The property has not been built with the safety of children in mind, and therefore children are not permitted to reside within the building.

3.4 Cleaning and Inspections

All residents are responsible for the day-to-day cleaning of their bedroom/apartment and common spaces that they have used. Multi-share common spaces are lightly cleaned fortnightly by cleaning staff. Common spaces throughout the building are cleaned daily by cleaning staff. Apartments will be inspected randomly by UniLodge staff, after due notice is given, for cleanliness, faults or damage.

3.5 Common Property

Residents must not interfere with or damage any common property found in apartments or common areas. Residents should not leave anything on or obstruct the use of common property. For example, leaving items in common study spaces and kitchens. The resident is liable for all damages caused. UniLodge is not held responsible for any personal items that are left in common spaces and are damaged or go missing.

3.6 Cooking

To ensure your safety and that of other residents, residents must cook in a responsible manner, always using the range hood exhaust fan. Residents will be charged the associated costs for any cooking that triggers the smoke alarms resulting in the attendance of Fire Rescue Victoria. If you repeatedly set off the fire alarm due to unsafe cooking habits, eg: leaving your cooking unattended, burning your cooking, cooking items for too long, not turning the range hood exhaust fan on; you may receive an official warning for this behaviour that will be placed on your residential account and could result in eviction if repeated offences take place.

3.7 Drugs/Illegal Substances

The use of/or being under the influence of any illegal substance in the building is strictly forbidden. This means under NO circumstances are any illegal substances or paraphernalia permitted within the complex. Failure to comply with this rule can result in eviction. The use of/or being under the influence of cannabis in the building is strictly forbidden. This means under NO circumstances are you to have the substance of

cannabis or cannabis paraphernalia within the complex. Use of/or being under the influence of nitrous oxide canisters, known as nangs, NOS or nitro, are prohibited from the building. Failure to comply with this rule may result in eviction. If you feel you are becoming addicted to drugs (or know somebody in the building who is), please talk to UniLodge management. We are here to assist in every way possible. We can certainly put you in touch with people who can help you.

3.8 Eligibility of Residents

- Be enrolled in a tertiary institution
- All residents must sign a Residence Agreement
- Children are not permitted to reside at Walert House
- Residents must not sub-let the apartment under any circumstances
- Submit all documentation required and requested by reception/staff

3.9 Furniture and Equipment

The furniture, and other items provided in the apartments are to be used for the purposes for which they are made. The resident is liable for damage to this property.

Residents are not permitted to make alterations or additions to the apartment, or the furniture and equipment within the apartment, unless the request has been given in writing and approved by UniLodge management. This includes small refrigerators and freezers.

Under no circumstances are residents authorised to have any similar to a temporary or inflatable bath, pool, spa, etc... These are not permitted in rooms, common areas, or on the property grounds outside. They cause a numerous amount of concerns including, but not limited to: flooding, state regulations, permits, accident, incident, do not align with the sustainability practices and values of Walert House and RMIT University.

3.10 Gambling

Gambling is not permitted on the premises.

3.11 Lockouts

A lockout fee will apply should you lock yourself out of your apartment or the building and require a UniLodge staff member to provide you access. If you have lost your swipe card, you will be issued with a new swipe card – a fee will be charged.

3.12 Overnight Guests

Residents may have a (1) guest stay overnight for a maximum stay of three consecutive nights. Residents must complete a Visitor Form via the QR code at reception or on the back of your door. You will be required to supply your guest's details and the length of their stay.

UniLodge does not provide extra bedding for guests. Residents must accommodate guests within their own bedroom/apartment. If you are residing within a multi-share apartment, your guest must stay within the bedroom and not the common areas within the apartment.

To ensure compliance with fire and safety regulations (and in consideration of the rights of other residents in multi-share apartments), the following process must be followed:

- A Guest Form must be completed by the resident
- A Guest must always be accompanied by a resident
- A Guest must never be given a room key
- A (1) Guest cannot stay more than three consecutive nights

Failure to follow this process will render the resident liable to disciplinary action.

Residents must ensure that their guests comply with the Rules of Residence and reasonable directions given to them by management. If requested to do so by management, a guest must leave the building immediately.

All guests are subject to approval of UniLodge management and can be asked to leave at any time. The guest policy is designed to allow occasional visitors to the building. Guest will be denied if UniLodge management feels a resident is abusing the guest policy by having a guest too often.

3.13 Visiting Guests

All residents and guests agree to be bound by the security regulations and abide by these regulations as instructed by management.

- Residents must always carry ID and, if requested, show it to management, security or staff.
- Under no circumstances are residents to loan out their swipe card to anyone.
- Residents are responsible for the behaviour of their guests and must understand that guests are also bound by all the Rules of Residency whilst in the building.
- Residents are responsible for personally letting their guests into the building and out of the building.
- Guests are not to be left unattended in the building or common areas at any time.
- Guests must always be with the resident that they are visiting.

All guests are subject to approval of UniLodge management and can be asked to leave at any time. The guest policy is designed to allow occasional visitors to the building. Guest will be denied if UniLodge management feels a resident is abusing the guest policy by having a guest too often. Failure to follow this process will render the resident liable to disciplinary action.

3.14 Pets

Under **NO** circumstances are residents permitted to bring any pets or animals into the building.

3.15 Requests by Staff

Residents must comply with all reasonable requests from UniLodge management and support staff.

3.16 Smoking

RMIT is a smoke-free university, including all buildings, land and carparks. At the RMIT Bundoora West campus you can *only* smoke, vape and use electronic cigarettes in the designated smoking zones.

UniLodge @ RMIT Bundoora – Walert House is a smoke-free building which includes the apartments and common areas. As such, any costs resulting from the repair and cleaning of any damage caused through cigarette burns, smoke residue or build-up of nicotine will be charged to the resident responsible, this includes any fines or costs associated with fire alarms that may take place due to use a cigarette, vapes, e-cigarettes, or anything similar by a resident.

3.17 Noise Complaints

Residents have the right to a peaceful environment in their apartment and surrounds. All noise must be always kept to an appropriate level, specifically from 10pm onwards Sunday – Thursday, and 11pm onwards Friday - Saturday and will be enforced by UniLodge staff. If you are disturbed by noise, immediately speak to reception during business hours, or the Duty RA on 0429 094 773 after-hours, so the matter can be investigated. All noise complaints are monitored by UniLodge management; repeat offenders will be liable to disciplinary action.

3.18 Media

UniLodge reserves the right to use photographs and/or videos taken on the premises and at UniLodge social events for promotional purposes in marketing material. UniLodge reserves the right to ask you to take down any media posts that may depict UniLodge or Walert House in a negative light. If you would like

to opt out of allowing UniLodge to use your image for marketing purposes, then please email mitbundoora@unilodge.com.au and specify that you would like to opt out of your image being used.

3.19 Parking

UniLodge reserves the right to ask non UniLodge staff or Building Contractors to move their car from the parking bays located out the front of the building, inside the bollards. Failure to do so may result in a fine, the car being towed at the expense of the car owner, and/or disciplinary action.

3.20 Events

UniLodge @ RMIT Bundoora – Walert House will not be liable for any injuries, personal property damage or theft, that may occur during attendance at events.

3.21 Under 18 Residents

All under 18 students that become residents at UniLodge @ RMIT Bundoora – Walert House will be responsible for abiding by the rules and regulations outlined throughout this document, in addition to:

- Under 18 residents to complete an Induction session with one of the Manager's at the property and the parent and/or guardian of the resident
- Will not partake in alcohol consumption onsite or be intoxicated or under the influence while onsite
- Will not partake in illegal behaviour onsite
- Will be required to live in a studio standard, studio accessible, studio large, studio extra large until they have turned 18 years of age. They will then be eligible for any room type.

3.22 Laundry Use

A timer needs to be set when using the washing machines or dryers. Communal facilities need to have a smooth flow of use and traffic through the area to allow all residents access to the area. Your timer will usually need to be set for 27 – 35 for the washing machines and 35 – 45 minutes for the dryers. Do not use washing powder when using the washing machines as it clogs up the machine which will result in them requiring maintenance and could result in the responsible resident/s being charged the maintenance costs. Please only use liquid or the liquid filled pods. If personal items are left for extended/unknown periods of time in a machine, the contents can/may be moved to the provided baskets in the laundry to allow use of the facilities for other residents.

3.23 Personal Items

UniLodge or RMIT are not responsible nor liable for any personal items that are left in common areas unattended. Residents are responsible for their own items and are recommended to not leave items unattended at any time. For the safety and security of personal items, it is recommended that residents obtain their own personal contents insurance as this is not covered by your staff at UniLodge or RMIT properties.

3.24 Damage to items

Damage to communal use items that are available from UniLodge or RMIT will be charged to the resident/s found responsible. Residents will be charged for the replacement item and the charge will be placed on their account, and they will be advised.

3.25 Mail/Mailboxes

All mail and parcels are received by reception and can be collected during office hours. If you have a parcel, you will be notified by Walert House staff via email once it is ready for collection from reception. Mail that looks suspicious or does not have the name of an 'in room' resident on the item will not be accepted by staff. Items like these may also be marked as 'return to sender' and be posted back to the original source or may be thrown out if they are suspicious/illegal in nature. If residents would like someone to collect a parcel or mail on their behalf – they must email reception with what they would like to be collected, when it will be collected and the full name of the individual that will be collecting it. Letters and general mail is available to collect in your mailbox which is located inside of the reception door.

3.26 Fire Sprinklers and Detectors

Never cover or attempt to remove the smoke detector in your room as these are connected to the main fire alarm systems and these actions may cause a system fault and or a false alarm. Do not smoke, vape or use an electronic cigarette in the building as these actions may also cause the system to fault or set off a false alarm. In the event of a false alarm that is caused by interference with a smoke detector, Fire Rescue Victoria has it within its powers to levy fines and commence prosecutions (current fines exceed \$3,000). You may also be responsible for the cost of repairs to the system that this damage may cause.

3.27 Smoke Detectors

Your apartment has been installed with a smoke alarm. Generally, they are located on the ceiling in the living/bedroom areas. Each one is connected to a 240-volt power supply via your apartment switchboard. If you attempt to tamper, cover or remove your smoke alarm you are liable to be fined more than \$3,000 by Fire Rescue Victoria.