



RESIDENTIAL TENANCY AGREEMENT

FIXED TERM OR PERIODIC

The Landlord agrees to let and the Tenant agrees to rent from the Landlord the Premises detailed below on the terms set out herein.

THE LANDLORD

XXXXXXXXXX	
XXXXXXXXXX	Ph: XXXX XXX XXX

LETTING AGENT

UniLodge – Student Living, 30 Victoria Street, Adelaide SA 5000	
Ph: 8385 9007	Email: studentliving@unilodge.com.au

THE PREMISES

APARTMENT NUMBER: Apartment X (Thomas House)
137 Hindley Street, ADELAIDE SA 5000 <i>THOMAS HOUSE</i>

TENANT/S

Ph: XXXX XXX XXX	Email: XXXXXXX

TENANT/S

Ph:	Email:

TENANT/S

Ph:	Email:

RENT

\$XXX.00 per week

Rent payable in fortnightly instalments. Rent must always be 2 weeks in advance.

1st Instalment: \$ _____ due on _____ (date)

2nd Instalment: \$ _____ due on _____ (date)

How and Where Rent is Payable

Rent due and payable to: UniLodge South Australia Pty Ltd

BSB: 105 900 Account Number: 173 539 940 Bank Code: **XXX**

Date lease commenced: **XX/XX/XXXX** Date lease concludes: **XX/XX/XXXX**

FIXED TERM TENANCY

☐

No

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Yes

From **XX/XX/XXXX**
(date)

To **XX/XX/XXXX**
(date)

NB: If the period is less than 90 days prepare a Notice (Form 1) and attach

BOND

\$X,XXX.00 Calculated in accordance with Regulation 9 of the Regulations and Section 61 of the Act

SPECIAL CONDITIONS

Special Conditions relating to the Tenancy.

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None

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As detailed below

1. Special Conditions Annexure 'A'
2. Summary of Community Corporation By Laws
3. Furniture Inventory Annexure 'B'

GENERAL CONDITIONS

1. Application of Act and Regulations

The provisions of the Residential Tenancies Act, 1995 (the "Act") and the Residential Tenancies (General) Regulations 1995 (the "Regulations") as amended from time to time apply to this Agreement and wherever there be any inconsistency or conflict between the terms of this Agreement and the Act or Regulations then the Act or Regulations will prevail and the terms and conditions herein will be read down but so as to preserve as far as possible the clauses or provisions of this Agreement. The Landlord and the Tenant are legally bound to comply with the provisions of the Residential Tenancies Act, 1995 and the associated regulations. An agreement or arrangement that is inconsistent with this Act or purports to exclude, modify or restrict the (unless Act) to the extent void. The inconsistency, exclusion, modification or restriction is expressly permitted under this operation of this Act is (unless the inconsistency, exclusion, modification or restriction is expressly permitted under this Act) to the extent void. The parties to the agreement should consider obtaining legal advice about their rights and obligations under the agreement.

2. Manner of Payment of Rent

The Tenant will pay rent to the Landlord for the Premises at the rate specified on page 2 and in the manner and place specified therein without setoff or abatement.

3. Rates Taxes and Charges

The Landlord will bear all statutory rates taxes and charges imposed in respect of the Premises. The Tenant is to pay excess water charges as invoiced by the Agent every quarter, for water usage over 136kL (as this may be amended by regulation from time to time) unless otherwise indicated in this Agreement.

4. Rent Review

The rent will be reviewed from time to time in accordance with the Act and the Landlord also reserves the right to increase the rent during this Agreement and in the event the Landlord wishes to vary the rental payable then the Landlord must give notice pursuant to Section 55 of the Act or as prescribed from time to time.

5. Subletting and Assignment

The Tenant may not sublet the Premises or assign his interest under this Agreement without the prior written consent of the Landlord which consent will not be unreasonably withheld.

6. Termination

The Landlord may terminate this Agreement by notice given should there be any breach of the terms of this Agreement. Such notice is to be given in a written form specifying the breach and informing the Tenant that if the breach is not remedied within the specified period (which must be a period of at least 7 days) from the date the notice is given then the tenancy will be terminated by force of the Notice. Notice will be in the form prescribed under the Regulations. The Landlord may terminate the Agreement on the grounds of non payment of rent where rent or any part thereof has been outstanding for a period of 14 days.

7. Tenants Obligations

The Tenant must:

- 7.1 Pay for all services and connections to the Premises to include but not limited to gas, oil, electricity, water consumption, internet, satellite TV and telephone costs unless otherwise agreed to within this agreement.
- 7.2 Keep the Premises clean and secure and notify the Landlord of any damage to the property and report immediately to the Landlord any breakdown or fault in equipment, water, electrical or other services to the property.
- 7.3 Keep all drains clear and only use sewers and plumbing in the normal course and use.
- 7.4 Use the Premises only as a place of residence and not for any other purpose without the Landlord's written consent.
- 7.5 Pay for the cost of any repairs to the Premises where damage to the Premises is a result of a breach by the Tenant or their invitees of this Agreement or caused by the wrongful and or negligent act of the Tenant and or their invitees.
- 7.6 Maintain the Premises the grounds and gardens to at least the same standard as presented at the commencement of the term of the tenancy.
- 7.7 Where the Premises comprise a unit under the Strata Titles Act or the Community Titles Act or are comprised in a form of multiple dwelling the Tenant will comply in all respects with the provisions of the Articles of the Corporation and the directions of the Corporation or the management of rights of unit or lot holders.
- 7.8 The Tenant will comply with all reasonable directions of the Landlord in relation to the maintenance, care and use of the Premises.
- 7.9 Keep the Premises clear of rubbish and comply with any by-laws concerning rubbish collection.

The Tenant will not

- 7.10 Alter or remove a lock or security device or add a lock or security device without the consent of the Landlord and the Tenant will insure all the Tenant's belongings against all risks.
- 7.11 Without the Landlord's written consent to make any alteration or addition to the Premises whatsoever.
- 7.12 Use or cause or permit the Premises to be used for any illegal or unauthorised purpose or cause or permit a nuisance. The Tenant must not cause or permit an interference with the reasonable peace, comfort or privacy of another person who resides in the immediate vicinity of the Premises.
- 7.13 Intentionally or negligently cause or allow damage to the Premises (including placing of nails, plugs or screws and or fixing any adhesives to any part of the Premises whatsoever).
- 7.14 Fix any television antennae to the Premises without the prior written consent of the Landlord.

RESIDENTIAL TENANCY AGREEMENT

UniLodge – Student Living

- 7.15 Use any part of the Premises except in connection with the intended purpose of the fixture or fitting.
- 7.16 Keep any animals (to include birds, poultry, fish, mammals and reptiles) at or on the Premises.
- 7.17 Interfere with any plant, equipment or machinery on the Premises other than in accordance with consent of the Landlord and the manufacturer's instructions.
- 7.18 Bring any bicycle, motor cycle into the living areas of the Premises.
- 7.19 Erect or place any sign or notice on or in the Premises.

8. Landlord's Obligations

The Landlord will:

- 8.1 Deliver the Premises at the commencement of the term in a reasonable state of cleanliness.
- 8.2 Provide and maintain the Premises and ancillary property in a reasonable state of repair at the beginning of the tenancy and will keep them in a reasonable state of repair having regard to their age character and prospective life and abide by all legal requirements regarding the buildings and health and safety in respect of the Premises.
- 8.3 Provide adequate locks and devices to secure the Premises.
- 8.4 Grant the Tenant quiet enjoyment of the Premises during the term and not interfere with the peace, comfort or privacy of the Tenant and will take all reasonable steps to enforce this obligation upon any other tenant of the landlord in occupation of the Premises.

9. Right of Entry

The Landlord may subject to the Act enter the Premises in the following circumstances:

- 9.1 Immediately in an emergency.
- 9.2 To carry out necessary repairs or maintenance at a reasonable time where the Tenant has been given at least 48 hours notice.
- 9.3 As may be arranged with the Tenant but not more than once each week to collect rent.
- 9.4 To inspect the Premises but not more than once every 28 days and at a reasonable hour upon not less than 7 nor more than 14 days prior written notice.
- 9.5 For the purpose of showing the Premises to prospective tenants at a reasonable hour and on a reasonable number of occasions during a period of 28 days prior to the end of the tenancy.
- 9.6 For the purpose of showing prospective purchasers at such reasonable times upon giving reasonable notice to the Tenant.
- 9.7 At any time with the consent of the tenant given immediately before the time of entry.

10. Compensation for Damages and Indemnity

If the Tenant causes damage to the Premises by removing a fixture the Tenant must notify the Landlord and at the option of the Landlord repair the damage or compensate the Landlord for the costs of repairing the damage. The Tenant will indemnify and keep indemnified the Landlord against all claims whatsoever brought by any party against the Landlord or the occupier of the Premises arising from the Tenants breach of this Agreement and or any negligence arising from the Tenants use of the Premises.

11. Contents Insurance/Insurance

If parties want to insure the property; the landlord is responsible to insure the dwelling, fixtures and fittings. The tenant is responsible to insure their personal belongings and furnishings

12. Termination by Landlord

Periodic Tenancy Only

If the tenancy is a periodic tenancy the Landlord may terminate this Agreement in accordance with Regulations and the form of Schedule 3 of the Regulations for cause. The Landlord may further give the Tenant at least 120 days notice of termination of the Agreement without specifying any grounds for the notice but again in the form regulated by Schedule 3 of the Regulations. Notice of termination can also otherwise be given of not less than 60 days if the Premises (property) is sold and of not less than 90 days if the Premises are required for personal use.

Fixed Term

If the tenancy is for a fixed term the Landlord can terminate for cause again subject to the Regulations as above in clause 6.

13. Termination by Tenant – Periodic Tenancy

If the tenancy is a periodic tenancy the Tenant may terminate this Agreement by giving a notice in writing to the Landlord of at least 21 days or a period equivalent to a single period of the tenancy (whichever is the longer) without specifying any ground for the notice.

14. Re-letting

If the Tenant breaches this Agreement during its term and the Landlord re-lets the Premises the Tenant will pay the Landlord's reasonable re-letting costs including advertising out of pocket expenses and legal fees together with the rent until the property is re-let. The Landlord or its manager may make a charge for processing an application for consent to sublet or re-let the property.

15. Definitions

A reference to an Act of Parliament or to a section of an Act includes any amendment thereto or re-enactment thereof for the time being in force. Where 2 or more persons are named in this Agreement their liability will be joint and several. A person will mean and include a corporation. A reference to the Landlord will mean and include the Manager of the Landlord from time to time acting and will include the servant agents and employees of the Landlord and or the Manager. Premises will mean and include the land together with any chattels included and ancillary property of the Landlord existing at the Premises. The Manager will be the party described in this Agreement being the Agent or other party acting for the Landlord in the management of the Premises.

16. GST

Rental will not include GST. The Tenant will pay all GST unless excluded by law. GST will mean any Goods and Services tax imposed to include A New Tax System (Goods and Services Tax) Act 1999 or any amending or replacing Act.

EXECUTION

SIGNED BY THE TENANT/S

DATE

The Tenant(s) acknowledge receipt of

Information Brochure – Residential Tenancies Act 1995

☒ Yes

☐ No

Statutory Notice for Short Fixed Term Tenancy (if less than 90 days)

☐ Yes

☐ No

Inspection Report (2 copies)

☒ Yes

☐ No

A copy of this Agreement

☒ Yes

☐ No

Key Receipt

☒ Yes

☐ No

SIGNED BY OR ON BEHALF
OF THE LANDLORD

DATE

☒ Letting Agent as authorised

NOTE

THE STUDENT HANDBOOK FORMS PART OF YOUR LEASE, ENSURE YOU READ THIS CAREFULLY

RESIDENTIAL TENANCY AGREEMENT

SPECIAL CONDITIONS ANNEXURE 'A'

SPECIAL CONDITIONS

ALL MAINTENANCE MUST BE IN WRITING TO YOUR PROPERTY MANAGER. We cannot act on any repairs until we have your written instructions and authorisation. This can be emailed to studentliving@unilodge.com.au, or dropped at the office using the repair request forms given to you at the start of your tenancy.

Tradesman Access

The tenant agrees to permit access to all tradesmen when required. Should the tenant not be home when the tradesmen have arranged to be at the property, the tenant agrees that they may be liable for the call out fee if access is not possible with our master key.

Cleanliness

Upon acceptance of your lease you are bound to take the premises in the condition as seen at the time of your inspection. It is a term of the Residential Tenancy Agreement that at the end of the tenancy the tenant(s) must give back the premises to the landlord in a reasonable condition and in a reasonable state of cleanliness.

Mattress Protectors

All tenants are issued with a mattress protector upon check-in. These items are invoiced immediately to you at a cost of \$29.95. This invoice needs to be paid the same way as your rent. This is non-negotiable and is a standard term of your lease.

Hooks in Walls

No additional hooks or nails of any type are to be placed in walls, doors or ceilings for the purpose of hanging pictures, plants or anything similar.

Please note: The use of 'Blu Tack', tape or adhesive stars (glow in the dark) to walls or ceilings result in marks and paint being stripped from walls/ceilings and is therefore strictly prohibited.

Should the tenant(s) not comply with the above instructions, the landlord reserves the right to have the walls or ceiling professionally restored at the tenant(s) expense.

Smoking

ALL Unilodge Student Living Australia managed properties are NON SMOKING.

This includes all apartments, indoor common areas and fire stairs.

This rule applies to every person entering the building including tenants, management, staff and visitors. This rule will be strictly enforced, if we smell smoke or discover evidence, you will be evicted.

Smoke Detectors

Most apartments/bedrooms have been fitted with fire and smoke detection.

Please do not touch the smoke detectors, as this will register on the computer in the fire control room and alarms will be activated.

Costs associated or incurred with false alarms will be charged to the tenant responsible. False alarms may cost anywhere from AU\$450-\$1000 depending on your location.

Absence from your apartment

If you intend to be away from your apartment on holidays or for any length of time, please inform the office, in case we have to contact you in an emergency. You should also give contact numbers and/or an address of where you will be staying to a reliable friend.

Rental fees must be paid in accordance with the Tenancy Agreement. If possible, rent is to be paid far enough in advance to cover any period of absence.

Reference Number

Each Student Living Australia lease will be allocated a **"Reference Number"**.

The Reference Number is to be used at all times when depositing rents, fees or any other charges in the Student Living Australia's Trust Account, to enable all payments to be identified. If you do not use this reference, we may not be able to allocate your rent, and you could fall behind in your rent resulting in possible eviction proceedings.

By Laws

The Community Corporation By Laws (if applicable) form part of your lease agreement and must be abided by to avoid possible fines. Please ensure you have read and understand all the contents of this document.

If you need any clarification of this or any other document you have been requested to read and/or sign please do not hesitate to ask Student Living Australia management for help.

Common Area Property

Residents acknowledge the fact that all items of furniture and fittings are those of the Owners. Residents will not remove or alter any furniture or fittings within the property.

Common Area Bins

Residents acknowledge that the bins in the common areas are owned by the owner. Tenants agree to place all unwanted belongings or rubbish in the bin at all times. Tenants agree to not place unwanted belongings or rubbish next to or on top of the bins. Tenants will notify the Property Manager, UniLodge or the owners if the bins have reached capacity before bin empty day. All boxes must be crushed and placed in the bins, boxes cannot be placed next to or on top of the bins.

Any tenants found to be placing unwanted belongings and or rubbish next to or on top of the bins will automatically be issued with a Form 2 –Notice of Termination as this is a breach of the contract. Monetary fines may be issued by the Adelaide City Council and the full cost of these fines are the responsibility of the tenant to pay.

Candles/Incense and Open Flames

Due to risk to life and property, candles, incense and other open flame devices are strictly prohibited anywhere inside or around your apartment or bedroom. Burning of the above devices may set off the smoke detectors in your room or floor common areas and general recreational areas. Residents may be required to pay the cost of the fire brigade attending.

Cleaning

Tenants are responsible for the day-to-day cleaning of their apartments including the cleaning supplies. Student Living Australia has housekeeping staff that, for a fee, will professionally clean your apartment on a weekly, fortnightly or monthly basis. If you wish to use this service please contact the Student Living office.

It is a condition of your occupancy to ensure your apartment is kept in a reasonably clean and tidy condition. Room inspections will be conducted at various times throughout the year after giving appropriate notice and with your consent.

You may be served a breach notice if your apartment is not kept in a reasonable condition. You may also be charged for any cleaning costs incurred if you fail this inspection.

Electricity

Electricity is **NOT** included in your rent. Each apartment is individually metered and invoiced by the supply company on a quarterly basis.

It is the responsibility of the tenants to have the electricity connected or disconnected, and for the payment of all accounts. UniLodge do not get involved with the payment/connection or disconnection of electricity, this is the tenants responsibility. UniLodge will not be held liable if a resident moves into an apartment with no electricity.

Water / Gas charges

The tenant agrees that water charges and gas charges are included within the rent.

Common Areas

The tenant agrees that the common areas are intended for use by all residents. Common areas are fixed with 24/7 CCTV. Tenants are liable for the costs of any damages to the common areas by tenants or their guests.

General Noise Level

The tenant acknowledges that apartment living and the location of the property can be noisy at times, and accepts this is a factor in high density living within the CBD.

Furniture, Fixtures & Fittings

Tenants are asked not to remove from their apartment any item of furniture or equipment provided by Student Living Australia and/or the owners.

The furniture, equipment and items provided in the apartments are to be used for the purposes for which they are made. The tenant is liable for damage to this property. All damages will be charged to the tenant and/or deducted from the bond.

Keys/ Proximity/Access Cards and Fobs

Keys and Access Cards/Fobs to your apartment will be issued at check in time. Keys are not to be duplicated. If your key is lost or stolen, the manager will need to assess if lock needs to be replaced. If this situation occurs it will cost you between AU \$120.00 and AU \$300.00 + GST (depending on the lock type) for a replacement lock. If keys only need to be replaced they will cost between AU \$40.00 + \$60.00 + GST for a standard key and AU \$50.00 for an Access Card/Fob.

Do not, under any circumstances, lend your keys to another person. This compromises the integrity of the security of the complex and can put the safety of all residents at risk.

Your keys are to be returned, undamaged, at the expiration of your lease or the above charges may apply.

Pets

No pets of any kind (including birds, fish or reptiles) are permitted in any Student Living Australia managed apartment, building or room.

Guests (overnight)

Guests are not permitted to stay overnight in your apartment without written approval from the Owner or Property Manager. If you are in a share apartment and would like a guest to stay overnight, you must seek written approval from your housemates as well as the Owner or Property Manager. If you are found to have a Guest staying over without permission, you will be liable for all utilities & extra rent for the period of the stay and you may be served an eviction notice.

Rental Payments

Rent is due every 2 weeks (fortnightly) from when your lease begins. Your rent must ALWAYS remain two weeks in advance. When you leave, you must call our office on 8385 9007 to determine how much you need to pay up to your vacating date. The system calculates rent on a daily basis.

Security Bond and Refunds

Your security bond is refundable at the end of your tenancy agreement provided that all the furniture and equipment is accounted for, there is no damage to the property for which the resident is liable, the apartment is reasonably cleaned, carpets and floor coverings are reasonably cleaned and that rent and any sundry charges are fully paid. Your bond must not be used for any final payments of rent. If these conditions are not met a claim may be made from your bond.

In the event there is a shortfall in the bond then the tenant is liable for that shortfall and an application to the Residential Tenancies Tribunal will be made to recover the monies owing.

Guide to Getting your Bond Back

- Stove: Clean the grill, oven, drip trays, stove top, tiles behind the stove and side of the stove.
- Refrigerator (if provided): Clean inside and out, defrost, turn off, leave doors open and clean the outside of the unit.
- Clean all bench tops, tiles, exhaust fans and kitchen sink.
- Windows and windowsills to be cleaned thoroughly.
- All cupboards inside and out to be left clean and all personal items removed
- Marks to be removed from walls – especially around electric switches.
- All floors to be washed and all skirtings to be dusted/vacuumed.
- All carpets to be left in a reasonable state of repair and cleanliness.
- Cobwebs to be removed.
- No rubbish to be left in the garden area, garage, or rooms.
- Bathrooms, toilets, bathroom cabinets and shower recess to be scrubbed and grouting to be free of all soap, residue and mildew.
- Laundry trough, basins and tiles to be left clean.
- Sliding window and door tracks to be cleaned.
- All items on the furniture inventory to be accounted for and in a clean state.
- Any damage that is tenants' responsibility to be repaired.
- All keys, access cards, remote controls and handbooks to be returned.
- RENT PAID UP TO DATE.

Terminating a Tenancy or breaking a fixed term lease

Your Residential Tenancy Agreement is a legally binding contract and cannot be easily broken.

Terminating a lease or breaking a lease must be done in accordance with legislative requirements and the process as set out below.

Where a tenant/student believes he/she cannot stay in the apartment or continue to pay the rental fee, he/she must notify Student Living Australia IN WRITING as soon as possible.

You should always submit your "Notice to Terminate" in writing. There is no set amount of notice that a tenant needs to give, however it is in the best interest of the Tenant to give as much notice as possible. As a guide, 4 weeks' notice would be considered reasonable.

The tenancy may only be terminated early if both parties, i.e, the Landlord and the Student/Tenant agree to a variation or application for hardship is made to the Residential Tenancies Tribunal. (You are encouraged to seek advice from the Tenancies branch).

Where the agreement is for a fixed period and the tenant, for any reason, leaves before the expiry date, the owner or the landlord may claim for loss of rent, the advertising costs to find a new tenant and other costs, including any letting fees, associated with the lease being broken.

A Student/Tenant who breaks a lease early must pay the following:

- The rental fees until another student/tenant is found and commences his/her residency or until the Tenancy Agreement ends – whichever occurs first.
- A re-letting fee (normal equal to 2 weeks rent, but can be less).
- Any advertising costs associated with the re-letting of the premises. (As per the Residential Tenancies Tribunal Formula).
- Any costs associated with cleaning or repairs to the premises.

If the rental fees or any other costs are not paid, they will be claimed from the security bond.

Should the amount of the security bond be insufficient to cover the rental fee or any other fee or costs charged, the student/tenant will be liable to pay the difference.

Under these circumstances, the owner or the landlord has an obligation to re-let the premises as soon as possible so as to reduce the amount of financial stress to the person requiring the early termination.

If you plan to renew, or extend your lease or tenancy agreement, you should discuss this with Student Living Australia at least 1 month before the expiration of your lease or tenancy agreement.

Summary of Community Corporation By Laws

- The Tenant must not hang any items out in public view on or about any part of or in the Community Parcel.
- The Tenant must not ride any bicycles or drive any motorised vehicles (other than wheelchairs and like vehicles used by handicapped persons or other vehicles approved by the Corporation) except in areas specifically set aside for the purpose.
- The Tenant must not mark, paint, drive nails or screws or the like into, or otherwise damage or deface any structure that forms part of the Common Property without the consent of the Corporation.
- The Tenant must not use or permit to be used any barbecue other than a gas barbecue upon the balcony of a lot or upon any other lot subsidiary of a Lot.
- The Tenant must take every responsible precaution when watering plants on any balcony or flower box of the Lot to prevent water overflowing upon any other Lot or Lot subsidiary or the Common Property.
- The Tenant must take every reasonable precaution to prevent items from blowing or dropping off the balcony of the Lot.
- The Tenant must not without the Corporations approval erect a satellite dish on the Lot and if such approval is obtained such satellite dish must be concealed.
- The Tenant must store garbage in an appropriate container that prevents the escape of unpleasant odours and comply with any requirements of the council or the Corporation for the disposal of garbage.

STUDENT HANDBOOK DECLARATION

I/We **XXXXXXXXXXXXXXXXXX**

Of **Apartment X (Thomas House)**

acknowledge that I have read, fully understand and accept the contents of the Student Handbook.
I understand that the handbook forms part of our lease agreement.

I acknowledge my responsibilities as a resident of the building and accept the terms by which my rental payments must be paid.

I understand the penalties for early termination of the Residential Tenancy Agreement.

Signature

Date
