

General tenancy agreement (Form 18a)

Residential Tenancies and Rooming Accommodation Act 2008

Part 1 Tenancy details

Item
1

1.1 Lessor

Name/trading name

Address

		Postcode

1.2 Phone

Mobile

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Email

Item
2

2.1 Tenant/s

1. Full name/s

Phone

Email

Emergency contact full name/s

Emergency contact phone

Emergency contact email

2. Full name/s

Phone

Email

Emergency contact full name/s

Emergency contact phone

Emergency contact email

3. Full name/s

Phone

Email

Emergency contact full name/s

Emergency contact phone

Emergency contact email

2.2 Address for service (if different from address of the premises in item 5.1) Attach a separate list

Item
3

3.1 Agent If applicable. See clause 43

Full name/trading name

Address

		Postcode

3.2 Phone

Mobile

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Email

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Item 4 Notices may be given to

(Indicate if the email is different from item 1, 2 or 3 above)

4.1 Lessor

Email Yes ☐ No ☐

Facsimile Yes ☐ No ☐

4.2 Tenant/s

Email Yes ☐ No ☐

Facsimile Yes ☐ No ☐

4.3 Agent

Email Yes ☐ No ☐

Facsimile Yes ☐ No ☐

Item 5 5.1 Address of the rental premises

	Postcode	

5.2 Inclusions provided.

For example, furniture or other household goods let with the premises. Attach list if necessary

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5.3 Details of current repair orders for the rental premises or inclusions

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Item 6 6.1 The term of the agreement is ☐ fixed term agreement ☐ periodic agreement

6.2 Starting on

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6.3 Ending on

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Fixed term agreements only. For continuation of tenancy agreement, see clause 6

Item 7 Rent \$ per ☐ week ☐ fortnight ☐ month See clause 8(1)

Item 8 Rent must be paid on the day of each

Insert day. See clause 8(2)

Insert week, fortnight or month

Item 9 Methods of rent payment Insert the ways the rent must be paid. See clause 8(3)

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Details for direct credit

BSB no.

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Bank/building society/credit union

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Account no.

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

Account name

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Payment reference

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Item 10 Place of rent payment Insert where the rent must be paid. See clause 8(5) to 8(7)

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Item 10a Day of last rent increase Insert the day the rent was last increased for the premises

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Note: The lessor/lessor's agent must not increase, or propose to increase, the rent payable by a tenant less than 12 months after the last rent increase for the residential premises. Rent increase requirements do not apply to exempt lessors. The Act provides definitions for an exempt lessor.

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Item 11 Rental bond amount \$ See clause 13

Item 12 12.1 The services supplied to the premises for which the tenant must pay See clause 16

Electricity ☐ Yes ☐ No

Any other service that a tenant must pay ☐ Yes ☐ No

Gas ☐ Yes ☐ No

Type See special terms (page 11)

Phone ☐ Yes ☐ No

12.2 Is the tenant to pay for water supplied to the premises See clause 17

☐ Yes ☐ No

Item 13 If the premises is not individually metered for a service under item 12.1, the apportionment of the cost of the service for which the tenant must pay.

For example, insert the percentage of the total charge the tenant must pay. See clause 16(c)

Electricity

Any other service stated in item 12.1

Gas

See special terms (page 11)

Phone

Item 14 How services must be paid for Insert for each how the tenant must pay. See clause 16(d)

Electricity

Gas

Phone

Any other service stated in item 12.1

See special terms (page 11)

Item 15 Number of persons allowed to reside at the premises See clause 23

Item 16 16.1 Are there any body corporate by-laws applicable to the occupation of the premises by a tenant? ☐ Yes ☐ No
See clause 22

16.2 Has the tenant been given a copy of the relevant by-laws See clause 22 ☐ Yes ☐ No

Item 17 The type and number of pets approved by the lessor to be kept at the premises See clauses 33A to 33D

Type Number Type Number

Item 18 18.1 Name and telephone number of the lessor's nominated repairer for each of the following repairs

Electrical repairs

Phone

Plumbing repairs

Phone

Other repairs

Phone

18.2 Are the nominated repairers the tenant's first point of contact for notifying the need for emergency repairs? See clause 31(4)

☐ Yes

☐ No – please provide lessor contact details below

Name

Phone

Part 2 Standard Terms

Division 1 Preliminary

1 Interpretation

In this agreement –

- (a) a reference to **the premises** includes a reference to any inclusions for the premises stated in this agreement for item 5.2; and
- (b) a reference to a numbered section is a reference to the section in the Act with that number; and
- (c) a reference to a numbered item is a reference to the item with that number in part 1; and
- (d) a reference to a numbered clause is a reference to the clause of this agreement with that number.

2 Terms of a general tenancy agreement

- (1) This part states, under the *Residential Tenancies and Rooming Accommodation Act 2008* (**the Act**), section 55, the standard terms of a general tenancy agreement.
- (2) The Act also imposes duties on, and gives entitlements to, the lessor and tenant that are taken to be included as terms of this agreement.
- (3) The lessor and tenant may agree on other terms of this agreement (**special terms**).
- (4) A duty or entitlement under the Act overrides a standard term or special term if the term is inconsistent with the duty or entitlement.
- (5) A standard term overrides a special term if they are inconsistent.
Note – Some breaches of this agreement may also be an offence under the Act, for example, if –
 - the lessor or the lessor's agent enters the premises in contravention of the rules of entry under sections 192 to 199; or
 - the tenant does not sign and return the condition report to the lessor or the lessor's agent under section 65.
- (6) In accordance with section 61 of the Act, a General Tenancy Agreement must include the day the rent for the premises was last increased, within the meaning of section 93, at the time the agreement is entered into. However, this does not apply if the lessor is an exempt lessor.

3 More than 1 lessor or tenant

- (1) This clause applies if more than 1 person is named in this agreement for item 1 or 2.
- (2) Each lessor named in this agreement for item 1 must perform all of the lessor's obligations under this agreement.
- (3) Each tenant named in this agreement for item 2 –
 - (a) holds their interest in the tenancy as a tenant in common unless a special term states the tenants are joint tenants; and
 - (b) must perform all the tenant's obligations under this agreement.

Division 2 Period of tenancy

4 Start of tenancy

- (1) The tenancy starts on the day stated in this agreement for item 6.2.
- (2) However, if no day is stated or if the stated day is before the signing of this agreement, the tenancy starts when the tenant is or was given a right to occupy the premises.

5 Entry condition report – s 65

- (1) The lessor must prepare, in the approved form, sign and give the tenant 1 copy of a condition report for the premises.
- (2) The copy must be given to the tenant on or before the day the tenant occupies the premises under this agreement.
- (3) The tenant must mark the copy of the report to show any parts the tenant disagrees with, and sign and return the copy to the lessor not later than 7 days after the later of the following days –

- (a) the day the tenant occupies the premises;
- (b) the day the tenant is given the copy of the condition report.
Note – A well completed condition report can be very important to help the parties if there is a dispute about the condition of the premises when the tenancy started. For more information about condition reports, see the information statement.

- (4) After the copy of the condition report is returned to the lessor by the tenant, the lessor must copy the condition report and return it to the tenant within 14 days.
- (5) However, the lessor does not have to prepare a condition report for the premises if –
 - (a) this agreement has the effect of continuing the tenant's right to occupy the premises under an earlier residential tenancy agreement; and
 - (b) in accordance with the Act, a condition report was prepared for the premises for the earlier residential tenancy agreement.
- (6) If a condition report is not prepared for this agreement because subclause (5) applies, the condition report prepared for the earlier residential tenancy agreement is taken to be the condition report for this agreement.

6 Continuation of fixed term agreement – s 70

- (1) This clause applies if –
 - (a) this agreement is a fixed term agreement; and
 - (b) none of the following notices are given, or agreements or applications made before the day the term ends (**the end day**) –
 - (i) a notice to leave;
 - (ii) a notice of intention to leave;
 - (iii) an abandonment termination notice;
 - (iv) a notice, agreement or application relating to the death of a sole tenant under section 277(7);
 - (v) a written agreement between the lessor and tenant to end the agreement.
- (2) This agreement, other than a term about this agreement's term, continues to apply after the end day on the basis that the tenant is holding over under a periodic agreement.
Note – For more information about the notices, see the information statement.

7 Costs apply to early ending of fixed term agreement – s 357A

- (1) This clause applies if –
 - (a) this agreement is a fixed term agreement; and
 - (b) the tenant ends this agreement before the term ends in a way not permitted under the Act.
- (2) The tenant must pay the reletting costs under section 357A(3).
Note – For when the tenant may end this agreement early under the Act, see clause 36 and the information statement.
- (3) This clause does not apply if, after experiencing domestic violence, the tenant ends this agreement or the tenant's interest in this agreement under chapter 5, part 1, division 3, subdivision 2A of the Act.

Division 3 Rent

8 When, how and where rent must be paid – ss 83 – 85

- (1) The tenant must pay the rent stated in this agreement for item 7.
- (2) The rent must be paid at the times stated in this agreement for item 8.
- (3) The rent must be paid –
 - (a) in a way stated in this agreement for item 9; or
 - (b) in the way agreed after the signing of this agreement by –
 - (i) the lessor or tenant giving the other party a notice proposing the way; and
 - (ii) the other party agreeing to the proposal in writing; or

- (c) if the lessor intends to change the way rent is paid to a way that is not stated in this agreement for item 9 and no way is agreed to after the signing of this agreement – in a way the lessor proposes by written notice to the tenant under section 84A.
- (4) The lessor must give the tenant written notice advising of the costs associated with the ways to pay rent offered to the tenant that the tenant would not reasonably be aware of if the lessor or lessor's agent knows or could reasonably be expected to find out about the costs.
- (5) The rent must be paid at the place stated in this agreement for item 10.
- (6) However, if, after the signing of this agreement, the lessor gives a notice to the tenant stating a different place for payment and the place is reasonable, the rent must be paid at the place while the notice is in force.
- (7) If no place is stated in this agreement for item 10 and there is no notice stating a place, the rent must be paid at an appropriate place.
Examples of an appropriate place –
 - the lessor's address for service
 - the lessor's agent's office

9 Rent in advance – s 87

The lessor may require the tenant to pay rent in advance only if the payment is not more than –

- (a) for a periodic agreement – 2 weeks rent; or
- (b) for a fixed term agreement – 1 month rent.

Note – Under section 87(2), the lessor or the lessor's agent must not require a payment of rent under this agreement in a period for which rent has already been paid.

10 Rent increases – ss 91 and 93

- (1) If the lessor proposes to increase the rent, the lessor must give notice of the proposal to the tenant.
- (2) The notice must state the amount of the increased rent and the day from when it is payable.
- (3) The day stated must not be earlier than the later of the following –
 - (a) 2 months after the notice is given;
 - (b) 12 months after the last rent increase for the premises under section 93.
- (4) Subject to an order of a tribunal, the increased rent is payable from the day stated in the notice, and this agreement is taken to be amended accordingly.
- (5) However, the increased rent is payable by the tenant only if –
 - (a) the rent is increased in compliance with this clause; and
 - (b) the increased rent is not payable before the end of the minimum period before the rent may be increased under section 93; and
 - (c) the increase in rent does not relate to –
 - (i) compliance of the premises or inclusions with the prescribed minimum housing standards; or
 - (ii) keeping a pet or working dog at the premises.
- (6) Also, if this agreement or a fixed term agreement, the rent may not be increased before the term ends unless –
 - (a) this agreement provides for the rent increase; and
 - (b) this agreement states the amount of the increase or how the amount of the increase is to be worked out; and
 - (c) the increase is made in compliance with the matters mentioned in paragraph (b).

11 Application to tribunal about excessive increase – s 92

- (1) After the lessor gives the tenant notice of a proposed rent increase, the tenant may apply to the tribunal for an order setting aside or reducing the increase if the tenant believes the increase –
 - (a) is excessive; or
 - (b) is not payable under clause 10.

- (2) However, the application must be made –
 - (a) within 30 days after the notice is received; and
 - (b) for a fixed term agreement – before the term ends.

12 Rent decreases – s 94

Under section 94, the rent may decrease in certain situations.

Note – For details of the situations, see the information statement.

Division 4 Rental bond

13 Rental bond required – ss 111 and 116

- (1) If a rental bond is stated in this agreement for item 11, the tenant must pay to the lessor or the lessor's agent the rental bond amount –
 - (a) if a special term requires the bond to be paid at a stated time – at the stated time; or
 - (b) if a special term requires the bond to be paid by instalments – by instalments; or
 - (c) otherwise – when the tenant signs this agreement.

Note – There is a maximum bond that may be required. See section 146 and the information statement.

- (2) The lessor or the lessor's agent must, within 10 days of receiving the bond or a part of the bond, pay it to the authority and give the authority a notice, in the approved form, about the bond.
- (3) The bond is intended to be available to financially protect the lessor if the tenant breaches this agreement.

Example – The lessor may claim against the bond if the tenant does not leave the premises in the required condition at the end of the tenancy.

Note – For how to apply to the authority or a tribunal for the bond at the end of the tenancy, see the information statement and sections 125 to 141. Delay in applying may mean that payment is made on another application for payment.

14 Increase in bond – s 154

- (1) The tenant must increase the rental bond if –
 - (a) the rent increases and the lessor gives notice to the tenant to increase the bond; and
 - (b) the notice is given at least 11 months after –
 - (i) this agreement started; or
 - (ii) if the bond has been increased previously by a notice given under this clause – the day stated in the notice, or the last notice, for making the increase.
- (2) The notice must state the increased amount and the day by which the increase must be made.
- (3) For subclause (2), the day must be at least 1 month after the tenant is given the notice.

Division 5 Outgoings

15 Outgoings – s 163

- (1) The lessor must pay all charges, levies, premiums, rates or taxes for the premises, other than a service charge.
Examples –
 - body corporate levies, council general rates, sewerage charges, environment levies, land tax
- (2) This clause does not apply if –
 - (a) the lessor is the State; and
 - (b) rent is not payable under the agreement; and
 - (c) the tenant is an entity receiving financial or other assistance from the State to supply rented accommodation to persons.

16 General service charges – ss 164 and 165

The tenant must pay a service charge, other than a water service charge, for a service supplied to the premises during the tenancy if –

- (a) the tenant enjoys or shares the benefit of the service; and
- (b) the service is stated in this agreement for item 12.1; and

- (c) either –
- (i) the premises are individually metered for the service; or
 - (ii) this agreement states for item 13 how the tenant's apportionment of the cost of the service is to be worked out; and
- (d) this agreement states for item 14 how the tenant must pay for the service.

Note – Section 165(3) limits the amount the tenant must pay.

17 Water service charges – ss 164, 166 and 166A

- (1) The tenant must pay an amount for the water consumption charges for the premises if –
- (a) the tenant is enjoying or sharing the benefit of a water service to the premises; and
 - (b) the premises are individually metered for the supply of water or water is supplied to the premises by delivery by means of a vehicle; and
 - (c) this agreement states for item 12.2 that the tenant must pay for water supplied to the premises.

Note – A water consumption charge does not include the amount of a water service charge that is a fixed charge for the water service.

- (2) However, the tenant does not have to pay an amount –
- (a) that is more than the amount of the water consumption charges payable to the relevant water supplier; or
 - (b) that is a fixed charge for the water service to the premises.
- (3) Also, the tenant does not have to pay an amount for a reasonable quantity of water supplied to the premises for a period if, during the period, the premises are not water efficient for section 166.

Note – For details about water efficiency, see the information statement.

- (4) In deciding what is a reasonable quantity of water for subclause (3), regard must be had to the matters mentioned in section 169(4)(a) to (e).
- (5) The lessor must give the tenant copies of relevant documents about the amount payable to the relevant water supplier within 4 weeks after the lessor receives the documents.
- (6) The tenant is not required to pay an amount for the water consumption charges if the tenant has not received a copy of the documents about the amount payable to the relevant water supplier.
- (7) Subclause (9) applies if water consumption charges are payable for a period that includes part but not all of a period specified, or to be specified, in a water consumption charges document.
- (8) The tenant may be required to pay an amount calculated under section 166A using –
- (a) a meter reading for the premises recorded in a condition report; and
 - (b) a reasonable estimate of the volume of water supplied to the premises during the period for which water consumption charges are payable by the tenant mentioned in subclause (8); and
 - (c) the rate used to calculate the water consumption charge stated in the most recent water consumption charges document.
- (9) The tenant must pay the amount of the charge to the lessor within 1 month of the lessor giving the tenant copies of relevant documents about the incurring of the amount.
- (10) In this clause –

water consumption charge, for premises, means the variable part of a water service charge assessed on the volume of water supplied to the premises.

water consumption charges document means a document, issued to the lessor by the relevant water supplier, stating the amount of water consumption charges for the premises that are payable to the supplier.

Note – If there is a dispute about how much water (or any other service charge) the tenant should pay, the lessor or the tenant may attempt to resolve the dispute by conciliation. See the information statement for details.

Division 6 Rights and obligations concerning the premises during tenancy

Subdivision 1 Occupation and use of premises

18 No legal impediments to occupation – s 181

The lessor must ensure there is no legal impediment to occupation of the premises by the tenant as a residence for the term of the tenancy if, when entering into this agreement, the lessor knew about the impediment or ought reasonably to have known about it.

Examples of possible legal impediments –

- if there is a mortgage over the premises, the lessor might need to obtain approval from the mortgagee before the tenancy can start
- a certificate might be required under the *Building Act 1975* before the premises can lawfully be occupied
- the zoning of the land might prevent use of a building on the land as a residence.

19 Vacant possession and quiet enjoyment – ss 182 and 183

- (1) The lessor must ensure the tenant has vacant possession of the premises (other than a part of the premises that the tenant does not have a right to occupy exclusively) on the day the tenant is entitled to occupy the premises under this agreement.

Editor's note – Parts of the premises where the tenant does not have a right to occupy exclusively may be identified in a special term.

- (2) The lessor must take reasonable steps to ensure the tenant has quiet enjoyment of the premises.
- (3) The lessor or the lessor's agent must not interfere with the reasonable peace, comfort or privacy of the tenant in using the premises.

20 Lessor's right to enter the premises – ss 192–199

The lessor or the lessor's agent may enter the premises during the tenancy only if the obligations under sections 192 to 199 have been complied with.

Note – See the information statement for details.

21 Tenant's use of premises – ss 10 and 184

- (1) The tenant may use the premises only as a place of residence or mainly as a place of residence or for another use allowed under a special term.
- (2) The tenant must not –
- (a) use the premises for an illegal purpose; or
 - (b) cause a nuisance by the use of the premises; or

Examples of things that may constitute a nuisance –

- using paints or chemicals on the premises that go onto or cause odours on adjoining land
 - causing loud noises
 - allowing large amounts of water to escape onto adjoining land
- (c) interfere with the reasonable peace, comfort or privacy of a neighbour of the tenant; or
- (d) allow another person on the premises to interfere with the reasonable peace, comfort or privacy of a neighbour of the tenant.

22 Units and townhouses – s 69

- (1) The lessor must give the tenant a copy of any body corporate by-laws applicable to –
- (a) the occupation of the premises; or
 - (b) any common area available for use by the tenant with the premises.
- (2) The tenant must comply with the body corporate by-laws.
- (3) Subclause (1) does not apply if –
- (a) this agreement has the effect of continuing the tenant's right to occupy the premises under an earlier residential tenancy agreement; and
 - (b) the lessor gave the tenant a copy of the body corporate by-laws in relation to the earlier agreement.

23 Number of occupants allowed

No more than the number of persons stated in this agreement for item 15 may reside at the premises.

24 - intentionally removed

Subdivision 2 Standard of premises

25 Lessor's obligations - s 185

- (1) At the start of the tenancy, the lessor must ensure -
 - (a) the premises are clean; and
 - (b) the premises are fit for the tenant to live in; and
 - (c) the premises are in good repair; and
 - (d) the lessor is not in breach of a law dealing with issues about the health or safety of persons using or entering the premises.
 - (e) the premises and inclusions otherwise comply with any prescribed minimum housing standards applying to the premises or inclusions.
- (2) While the tenancy continues, the lessor must -
 - (a) maintain the premises in a way that the premises remain fit for the tenant to live in; and
 - (b) maintain the premises in good repair; and
 - (c) ensure the lessor is not in breach of a law dealing with issues about the health or safety of persons using or entering the premises; and
 - (d) keep any common area included in the premises clean.
 - (e) ensure the premises and inclusions otherwise comply with any prescribed minimum housing standards applying to the premises or inclusions.
- (3) However, the lessor is not required to comply with subclause (1)(c) or (2)(a) for any non-standard items and the lessor is not responsible for their maintenance if -
 - (a) the lessor is the State; and
 - (b) the non-standard items are stated in this agreement and this agreement states the lessor is not responsible for their maintenance; and
 - (c) the non-standard items are not necessary and reasonable to make the premises a fit place in which to live; and
 - (d) the non-standard items are not a risk to health or safety; and
 - (e) for fixtures - the fixtures were not attached to the premises by the lessor.

Note - For details about the maintenance, see the information statement.

- (4) In this clause -

non-standard items means the fixtures attached to the premises and inclusions supplied with the premises stated in this agreement for item 5.2.

premises include any common area available for use by the tenant with the premises.

26 Tenant's obligations generally - s188(2), (3) and (5)

- (1) The tenant must keep the premises clean, having regard to their condition at the start of the tenancy.
- (2) The tenant must not maliciously damage, or allow someone else to maliciously damage, the premises.
- (3) The tenant's obligations under this clause do not apply to the extent the obligations would have the effect of requiring the tenant to repair, or compensate the lessor for, damage to the premises or inclusions caused by an act of domestic violence experienced by the tenant.

Subdivision 3 The dwelling

27 Fixtures or structural changes - ss 206A-209B

- (1) The tenant may attach a fixture, or make a structural change, to the premises only if the lessor agrees to the fixture's attachment or the structural change.

Note - Fixtures are generally items permanently attached to land or to a building that are intended to become part of the land or building. An attachment may include, for example, something glued, nailed or screwed to a wall.

- (2) The lessor's agreement must be written, describe the nature of the fixture or change and include any terms of the agreement.

Examples of terms -

 - that the tenant may remove the fixture
 - that the tenant must repair damage caused when removing the fixture
 - that the lessor must pay for the fixture if the tenant can not remove it
- (3) If the lessor does agree, the tenant must comply with the terms of the lessor's agreement.
- (4) The lessor must not act unreasonably in failing to agree.
- (5) If the tenant attaches a fixture, or makes a structural change, to the premises without the lessor's agreement, the lessor may -
 - (a) take action for a breach of a term of this agreement; or
 - (b) waive the breach (that is, not take action for the breach) and treat the fixture or change as an improvement to the premises for the lessor's benefit (that is, treat it as belonging to the lessor, without having to pay the tenant for it).
- (6) A fixture may be attached, or a structural change may be made, to premises if the fixture or structural change -
 - (a) is necessary for a tenant's safety, security or accessibility; and
 - (b) is attached or made in the circumstances, and in accordance with any requirements, prescribed by regulation.

28 Supply of locks and keys - s 210

- (1) The lessor must supply and maintain all locks necessary to ensure the premises are reasonably secure.
- (2) The lessor must give the tenant, or if there is more than 1 tenant, 1 of the tenants, a key for each lock that -
 - (a) secures an entry to the premises; or
 - (b) secures a road or other place normally used to gain access to, or leave, the area or building in which the premises are situated; or
 - (c) is part of the premises.
- (3) If there is more than 1 tenant, the lessor must give the other tenants a key for the locks mentioned in subclause (2)(a) and (b).

29 Changing locks - ss 211 and 212

- (1) The lessor or tenant may change a lock at the premises only if -
 - (a) the other party to this agreement agrees to the change; or
 - (b) the lessor or tenant has a reasonable excuse for making the change; or
 - (c) the lessor or tenant believes the change is necessary because of an emergency; or
 - (d) the lock is changed to comply with an order of the tribunal.
- (2) However, the tenant may also change a lock at the premises if the tenant -
 - (a) believes the change is necessary to protect the tenant or another occupant of the premises from domestic violence; and
 - (b) engages a locksmith or other qualified tradesperson to change the lock.
- (3) The lessor or tenant must not act unreasonably in failing to agree to the change of a lock.
- (4) If the lessor or tenant changes a lock, the lessor or tenant must give the other party to this agreement a key for the changed lock, unless -
 - (a) the other party agrees to not being given the key; or
 - (b) a tribunal orders that the key not be given to the other party.
- (5) If the tenant changes a lock under subclause (2) and gives the lessor a key for the changed lock, the lessor must not give the key to any other person without the tenant's agreement or a reasonable excuse.
- (6) The right of the lessor or tenant to change a lock under this clause is subject to any of the following laws that apply to the premises -
 - (a) the *Body Corporate and Community Management Act 1997*;
 - (b) the *Building Units and Group Titles Act 1980*;
 - (c) a body corporate by-law.

Subdivision 4 Damage and repairs

30 Meaning of emergency and routine repairs – ss 214 and 215

- (1) **Emergency repairs** are works needed to repair any of the following –
 - (a) a burst water service or serious water service leak;
 - (b) a blocked or broken lavatory system;
 - (c) a serious roof leak;
 - (d) a gas leak;
 - (e) a dangerous electrical fault;
 - (f) flooding or serious flood damage;
 - (g) serious storm, fire or impact damage;
 - (h) a failure or breakdown of the gas, electricity or water supply to the premises;
 - (i) a failure or breakdown of an essential service or appliance on the premises for hot water, cooking or heating;
 - (j) a fault or damage that makes the premises unsafe or insecure;
 - (k) a fault or damage likely to injure a person, damage property or unduly inconvenience a resident of the premises;
 - (l) a serious fault in a staircase, lift or other common area of the premises that unduly inconveniences a resident in gaining access to, or using, the premises.
- (2) Also, **emergency repairs** are works needed for the premises or inclusions to comply with the prescribed minimum housing standards.
- (3) **Routine repairs** are repairs other than emergency repairs.

31 Nominated repairer for emergency repairs – s 216

- (1) The lessor's nominated repairer for emergency repairs of a particular type must be stated either –
 - (a) in this agreement for item 18; or
 - (b) in a written notice given by the lessor to the tenant.
- (2) Item 18 or the written notice must state –
 - (a) the name and telephone number of the nominated repairer; and
 - (b) whether or not the nominated repairer is the tenant's first point of contact for notifying of the need for emergency repairs.
- (3) The lessor must give written notice to the tenant of any change of the lessor's nominated repairer or the telephone number of the nominated repairer.
- (4) This clause does not apply if –
 - (a) the lessor has given the tenant a telephone number of the lessor; and
 - (b) under this agreement the lessor is to arrange for emergency repairs to be made to the premises or inclusions.

32 Notice of damage – s 217

- (1) If the tenant knows the premises have been damaged, the tenant must give notice as soon as practicable of the damage.
- (2) If the premises need routine repairs, the notice must be given to the lessor.
- (3) If the premises need emergency repairs, the notice must be given to –
 - (a) the nominated repairer for the repairs; or
 - (b) if there is no nominated repairer for the repairs or the repairer can not be contacted – the lessor.
- (4) This clause does not apply to the tenant for damage caused by an act of domestic violence experienced by the tenant.

33 Emergency repairs arranged by tenant – ss 218 and 219

- (1) The tenant may arrange for a suitably qualified person to make emergency repairs or apply to the tribunal under section 221 for orders about the repairs if –
 - (a) the tenant has been unable to notify the lessor or nominated repairer of the need for emergency repairs of the premises; or
 - (b) the repairs are not made within a reasonable time after notice is given.

- (2) The maximum amount that may be incurred for emergency repairs arranged to be made by the tenant is an amount equal to the amount payable under this agreement for 4 weeks rent.
Note – For how the tenant may require reimbursement for the repairs, see sections 219(2) and (3) and 220 and the information statement.

Subdivision 5 Pets

33A Keeping pets and other animals at premises – ss 184B and 184G

- (1) The tenant may keep a pet or other animal at the premises only with the approval of the lessor.
- (2) However, the tenant may keep a working dog at the premises without the lessor's approval.
- (3) The tenant has the approval of the lessor to keep a pet at the premises if keeping the pet at the premises is consistent with item 17.

Notes –

- 1 If item 17 states 2 cats, the tenant is approved by the lessor to keep up to 2 cats at the premises.
 - 2 For additional approvals to keep a pet or other animal at the premises see clause 33C.
- (4) An authorisation to keep the pet or working dog at the premises continues for the life of the pet or working dog and is not affected by any of the following matters –
 - (a) the ending of this agreement, if the tenant continues occupying the premises under a new agreement;
 - (b) a change in the lessor or lessor's agent;
 - (c) for a working dog – the retirement of the dog from the service the dog provided as a working dog.
 - (5) An authorisation to keep a pet, working dog or other animal at the premises may be restricted by a body corporate by-law or other law about keeping animals at the premises.

Examples –

- 1 The premises may be subject to a local law that limits the number or types of animals that may be kept at the premises.
- 2 The premises may be subject to a body corporate by-law that requires the tenant to obtain approval from the body corporate before keeping a pet at the premises.

33B Tenant responsible for pets and other animals – s 184C

- (1) The tenant is responsible for all nuisance caused by a pet or other animal kept at the premises, including, for example, noise caused by the pet or other animal.
- (2) The tenant is responsible for repairing any damage to the premises or inclusions caused by the pet or other animal.
- (3) Damage to the premises or inclusions caused by the pet or other animal is not fair wear and tear.

33C Request for approval to keep pet – ss 184D and 184E

- (1) The tenant may, using the approved form, request the lessor's approval to keep a stated pet at the premises.
 - (2) The lessor must respond to the tenant's request within 14 days after receiving the request.
 - (3) The lessor's response to the request must be in writing and state –
 - (a) whether the lessor approves or refuses the tenant's request; and
 - (b) if the lessor approves the tenant's request subject to conditions – the conditions of the approval; and
- Note* – See clause 33D for limitations on conditions of approval to keep a pet at the premises.
- (c) if the lessor refuses the tenant's request –
 - (i) the grounds for the refusal; and
 - (ii) the reasons the lessor believes the grounds for the refusal apply to the request.
 - (4) The lessor may refuse the request for approval to keep a pet at the premises only on 1 or more of the following grounds –
 - (a) keeping the pet would exceed a reasonable number of animals being kept at the premises;

- (b) the premises are unsuitable for keeping the pet because of a lack of appropriate fencing, open space or another thing necessary to humanely accommodate the pet;
 - (c) keeping the pet is likely to cause damage to the premises or inclusions that could not practicably be repaired for a cost that is less than the amount of the rental bond for the premises;
 - (d) keeping the pet would pose an unacceptable risk to the health and safety of a person, including, for example, because the pet is venomous;
 - (e) keeping the pet would contravene a law;
 - (f) keeping the pet would contravene a body corporate by-law applying to the premises;
 - (g) if the lessor proposed reasonable conditions for approval and the conditions comply with clause 33D – the tenant has not agreed to the conditions;
 - (h) the animal stated in the request is not a pet as defined in section 184A;
 - (i) another ground prescribed by a regulation under section 184E(1)(j).
- (5) The lessor is taken to approve the keeping of the pet at the premises if –
- (a) the lessor does not comply with subclause (2); or
 - (b) the lessor's response does not comply with subclause (3).

33D Conditions for approval to keep pet at premises – s 184F

- (1) The lessor's approval to keep a pet at the premises may be subject to conditions if the conditions –
 - (a) relate only to keeping the pet at the premises; and
 - (b) are reasonable having regard to the type of pet and the nature of the premises; and
 - (c) are stated in the written approval given to the tenant in a way that is consistent with clause 33C(3).
- (2) Without limiting subclause (1)(b), the following conditions of the lessor's approval are taken to be reasonable –
 - (a) if the pet is not a type of pet ordinarily kept inside – a condition requiring the pet to be kept outside at the premises;
 - (b) if the pet is capable of carrying parasites that could infest the premises – a condition requiring the premises to be professionally fumigated at the end of the tenancy;
 - (c) if the pet is allowed inside the premises – a condition requiring carpets in the premises to be professionally cleaned at the end of the tenancy.
- (3) A condition of the lessor's approval to keep a pet at the premises is void if the condition –
 - (a) would have the effect of the lessor contravening section 171 or 172; or
 - (b) would, as a term of this agreement, be void under section 173; or
 - (c) would increase the rent or rental bond payable by the tenant; or
 - (d) would require any form of security from the tenant.
- (4) For subclause (2), the premises are professionally fumigated, and carpets are professionally cleaned, if the fumigation and cleaning are done to a standard ordinarily achieved by businesses selling those services.

Division 7 Restrictions on transfer or subletting by tenant

34 General – ss 238 and 240

- (1) Subject to clause 35, the tenant may transfer all or a part of the tenant's interest under this agreement, or sublet the premises, only if the lessor agrees in writing or if the transfer or subletting is made under a tribunal order.

- (2) The lessor must act reasonably in failing to agree to the transfer or subletting.
- (3) The lessor is taken to act unreasonably in failing to agree to the transfer or subletting if the lessor acts in a capricious or retaliatory way.
- (4) The lessor or the lessor's agent must not require the tenant to pay, or accept from the tenant, an amount for the lessor's agreement to a transfer or subletting by the tenant, other than an amount for the reasonable expenses incurred by the lessor in agreeing to the transfer or subletting.

35 State assisted lessors or employees of lessor – s 237

- (1) This clause applies if –
 - (a) the lessor is the State; or
 - (b) the lessor is an entity receiving assistance from the State to supply rented accommodation; or
 - (c) the tenant's right to occupy the premises comes from the tenant's terms of employment.
- (2) The tenant may transfer the whole or part of the tenant's interest under this agreement, or sublet the premises, only if the lessor agrees in writing to the transfer or subletting.

Division 8 When agreement ends

36 Ending of agreement – s 277

- (1) This agreement ends only if –
 - (a) the lessor and tenant agree, in a separate written document, to end this agreement; or
 - (b) the lessor gives a notice to leave premises to the tenant under section 326 and the tenant hands over vacant possession of the premises to the lessor on or after the handover day; or
 - (c) the tenant gives a notice of intention to leave premises to the lessor under section 327 and hands over vacant possession of the premises to the lessor on or after the handover day; or
 - (d) the tenant vacates, or is removed from, the premises after receiving a notice from a mortgagee or appointed person under section 317; or
 - (e) the tenant abandons the premises and the period for which the tenant paid rent has ended; or
 - (f) the tribunal makes an order terminating this agreement.
- (2) Also, this agreement ends for a sole tenant if –
 - (a) the tenant gives the lessor a notice ending tenancy interest and hands over vacant possession of the premises; or

Note – See chapter 5, part 1, division 3, subdivision 2A of the Act for the obligations of the lessor and tenant relating to a notice ending tenancy interest.
 - (b) the tenant dies.

Note – See section 324A for when this agreement ends if a sole tenant dies.

37 Condition premises must be left in – s 188(4) and (5)

- (1) At the end of the tenancy, the tenant must leave the premises, as far as possible, in the same condition they were in at the start of the tenancy, fair wear and tear excepted.

Examples of what may be fair wear and tear –

 - wear that happens during normal use
 - changes that happen with ageing
- (2) The tenant's obligation mentioned in subclause (1) does not apply to the extent the obligation would have the effect of requiring the tenant to repair, or compensate the lessor for, damage to the premises or inclusions caused by an act of domestic violence experienced by the tenant.

38 Keys

At the end of the tenancy, the tenant must return to the lessor all keys for the premises.

39 Tenant's forwarding address – s 205(2) and (3)

- (1) When handing over possession of the premises, the tenant must, if the lessor or the lessor's agent asks the tenant in writing to state the tenant's new residential address, tell the lessor or the agent the tenant's new residential address.
- (2) However, subclause (1) does not apply if –
 - (a) the tenant has a reasonable excuse for not telling the lessor or agent the new address; or
 - (b) after experiencing domestic violence, the tenant ended this agreement, or the tenant's interest in this agreement, under chapter 5, part 1, division 3, subdivision 2A of the Act.

40 Exit condition report – s 66

- (1) As soon as practicable after this agreement ends, the tenant must prepare, in the approved form, and sign a condition report for the premises and give 1 copy of the report to the lessor or the lessor's agent.

Example of what might be as soon as practicable – when the tenant returns the keys to the premises to the lessor or the lessor's agent

Note – For the approved form for the condition report, see the information statement. The report may be very important in deciding who is entitled to a refund of the rental bond if there is a dispute about the condition of the premises.

- (2) The lessor or the lessor's agent must, within 3 business days after receiving the copy of the report –
 - (a) sign the copy; and
 - (b) if the lessor or agent does not agree with the report – show the parts of the report the lessor or agent disagrees with by marking the copy in an appropriate way; and
 - (c) if the tenant has given a forwarding address to the lessor or agent – make a copy of the report and return it to the tenant at the address.
- (3) The lessor or agent must keep a copy of the condition report signed by both parties for at least 1 year after this agreement ends.

41 Goods or documents left behind on premises – ss 363 and 364

- (1) The tenant must take all of the tenant's belongings from the premises at the end of the tenancy.
- (2) The lessor may not treat belongings left behind as the lessor's own property, but must deal with them under sections 363 and 364.

Note – For details of the lessor's obligations under sections 363 and 364, see the information statement. They may include an obligation to store goods and may allow the lessor to sell goods and pay the net sale proceeds (after storage and selling costs) to the public trustee.

Division 9 Miscellaneous**42 Supply of goods and services – s 171**

- (1) The lessor or the lessor's agent must not require the tenant to buy goods or services from the lessor or a person nominated by the lessor or agent.
- (2) Subclause (1) does not apply to –
 - (a) a requirement about a service charge; or

Note – See section 164 for what is a service charge.
 - (b) a condition of an approval to keep a pet if the condition –
 - (i) requires the carpets to be cleaned, or the premises to be fumigated, at the end of the tenancy; and
 - (ii) complies with clause 33D; and
 - (iii) does not require the tenant to buy cleaning or fumigation services from a particular person or business.

43 Lessor's agent

- (1) The name and address for service of the lessor's agent is stated in this agreement for item 3.
- (2) Unless a special term provides otherwise, the agent may –
 - (a) stand in the lessor's place in any application to a tribunal by the lessor or the tenant; or
 - (b) do any thing else the lessor may do, or is required to do, under this agreement.


44 Notices

- (1) A notice under this agreement must be written and, if there is an approved form for the notice, in the approved form.
Note – Download approved forms via the RTA website rta.qld.gov.au.
- (2) A notice from the tenant to the lessor may be given to the lessor's agent.
- (3) A notice may be given to a party to this agreement or the lessor's agent –
 - (a) by giving it to the party or agent personally; or
 - (b) if an address for service for the party or agent is stated in this agreement for item 1, 2 or 3 – by leaving it at the address, sending it by prepaid post as a letter to the address; or
 - (c) if a facsimile number for the party or agent is stated in this agreement for item 1, 2 or 3 and item 4 indicates that a notice may be given by facsimile – by sending it by facsimile to the facsimile number in accordance with the *Electronic Transactions (Queensland) Act 2001*; or
 - (d) if an email address for the party or agent is stated in this agreement for item 1, 2 or 3 and item 4 indicates that a notice may be given by email – by sending it electronically to the email address in accordance with the *Electronic Transactions (Queensland) Act 2001*.
- (4) A party or the lessor's agent may withdraw his or her consent to notices being given to them by facsimile or email only by giving notice to each other party that notices are no longer to be given to the party or agent by facsimile or email.
- (5) If no address for service is stated in this agreement for item 2 for the tenant, the tenant's address for service is taken to be the address of the premises.
- (6) A party or the lessor's agent may change his or her address for service, facsimile number or email address only by giving notice to each other party of a new address for service, facsimile number or email address.
- (7) On the giving of a notice of a new address for service, facsimile number or email address for a party or the lessor's agent, the address for service, facsimile number or email address stated in the notice is taken to be the party's or agent's address for service, facsimile number or email address stated in this agreement for item 1, 2 or 3.
- (8) Unless the contrary is proved –
 - (a) a notice left at an address for service is taken to have been received by the party to whom the address relates when the notice was left at the address; and
 - (b) a notice sent by post is taken to have been received by the person to whom it was addressed when it would have been delivered in the ordinary course of post; and
 - (c) a notice sent by facsimile is taken to have been received at the place where the facsimile was sent when the sender's facsimile machine produces a transmission report indicating all pages of the notice have been successfully sent; and
 - (d) a notice sent by email is taken to have been received by the recipient when the email enters the recipient's email server.

Part 3 Special terms Insert any special terms here and/or attach a separate list if required. See clause 2(3) to 2(5)

[This area is for special terms. A large diagonal watermark reading "SAMPLE ONLY" is visible across the page.]

The tenant/s must receive a copy of the information statement (Form 17a) and a copy of any applicable by-laws if copies have not previously been given to the tenant/s. **Do not send to the RTA—give this form to the tenant/s, keep a copy for your records.**

 **Other languages:** You can access a free interpreter service by calling the RTA on 1300 366 311 (Monday to Friday, 8:30am to 5:00pm).

Signature of lessor/agent

Name/trading name

Signature

Date

Signature of tenant 1

Print name

Signature

Date

Signature of tenant 2

Print name

Signature

Date

Signature of tenant 3

Print name

Signature

Date

Annexure 1

UniLodge Park Central – House Rules

As part of your lease agreement, you will be supplied with the House Rules for UniLodge Park Central.

General Rules

Eligibility of Residents

All residents must be enrolled in or studying at a university, TAFE, college, or school. If the apartment you have selected is licensed for two people, only the main tenant must be a student, the second occupant can be a non-student and there will be an additional charge of \$50 per week.

All residents and other occupants must be registered and sign a lease agreement.

UniLodge Park Central is NOT a suitable environment for children under the age of 17.

Sub-letting

Sub-letting is an arrangement where a tenant leases out a room or space to someone who isn't listed on the lease. **Residents at UniLodge Park Central cannot grant other person/s a license to occupy or use the whole or part of the premises, whether by written or verbal agreement with the other person/s.** Any violation of this subletting clause will be considered a breach of contract and will result in a **\$500** fine imposed on the resident.

Damages and Maintenance

For all maintenance issues, residents must complete a Maintenance Request Form (online form available on the resident portal site, GillyHub)

Costs to fix damage and need for maintenance in the apartment caused by the resident will be charged to the resident.

If the damage or need for maintenance has occurred in the common areas of a multi share apartment, the cost will be charged to the responsible resident. If the damage or maintenance


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is not claimed by an individual resident/s then the charge will be shared equally across all residents of the apartment.

Fire Alarms

If, due to the actions of the Resident, a fire alarm within the building is triggered and, as a result, the relevant fire authority charges UniLodge Park Central a false call-out charge or any other charge associated with the triggered alarm, the Resident will reimburse to UniLodge Park Central the full extent of those charges within 14 days of receipt of an invoice from UniLodge Park Central. The fines are currently in excess of **\$1,456.10** (subject to change).

Resident Responsibilities and Obligations

The Resident uses and occupies the room, the apartment, the common areas and equipment provided at his or her risk. The Resident releases the Provider/Manager from any claim for injury or loss of property which the resident has, or sufferings during the term of this agreement except where it is caused because of the negligence of the Provider/Manager.

The following are the resident's responsibilities:

1. Pay the rent by the due date and by the agreed method of payment.
2. Do not use the premises for illegal purposes.
3. Do not cause a nuisance or interfere with the reasonable pace, comfort, or privacy of any other resident.
4. Keep the premises and inclusions clean.
5. All guests/visitors must abide by the rules of the building and residents are responsible for their guests' behaviour.
6. Do not intentionally, maliciously, or negligently damage, or allow anyone else to intentionally, maliciously, or negligently damage, the premises or inclusions.
7. Abide by the rules of the Tenancy Agreement and rules and regulations of the building.
8. Only use the premises for residential purposes unless otherwise agreed upon by UniLodge park Central in writing.
9. Report to UniLodge Park Central any damage/maintenance issues to your apartment immediately.
10. Report any damage/required maintenance of building common areas immediately.


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Personal Information

1. The Resident acknowledges and agrees that the Provider will handle the Resident's personal information (and all third-party personal information provided by the Resident) in accordance with the Privacy Act.
2. The Resident consents to UniLodge Park Central disclosing their personal information to related entities and emergency services staff in the event of a serious event. The Resident's nominated emergency contacts and related entities may also be contacted in these instances.

Health and Safety

As residents, you must not partake in any act or behave in a manner that does that will promote a hazard to yourself or someone else. This includes, but is not limited to, preventing easy access or exit from the building by leaving personal articles or rubbish blocking any thoroughfare including exits, or interfering with any fire safety notice or equipment.

Security

Building Security

All residents and visitors agree to be bound by the security regulations and as instructed by management. Apartment doors must remain closed at all times. They are not to be held open, propped open or held back by any objects whether the resident is in the apartment or not.

Access Card

You are issued with an access card when you check-in. The access card will give you entry to the front entrance, lifts, and your apartment/ bedroom. The access card should be always carried by residents. Your access card **MUST NOT** be given to any other person. Should you lose your access card or be locked out of your apartment, you must contact Reception or the after-hours Residential Advisor team immediately.



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PLEASE NOTE: **Subletting your unit is STRICTLY PROHIBITED** at UniLodge Park Central. Any persons found doing this will be issued with a breach notice of **\$500**.

Lockouts and Lost Key

If you find yourself locked out of the apartment during office hours, please come to reception to obtain a temporary room key. Ensure that you return the temporary key to the reception within thirty minutes of obtaining it to avoid any penalty fines. For lockouts that occur after office hours, please contact the Residential Advisors (RAs). They will assist you by providing you with a temporary room key, given that you provide your photo ID. Be aware that if you call the after-hour service for a lockout, a lockout fee of **\$65 will be charged** (subject to change).

Replacing a lost access card costs \$65 per room key. If a key is missing for more than 24 hours, it is considered lost, and a replacement card will be issued.

Refer to a Schedule of Fees for more information about applicable fees.

Identification

Identification should be carried at all times as it allows management and security to determine if a person is a resident at UniLodge. Identification should include a photo and your name in English. It also allows after-hours access should you lose your access card. You should always keep your access card and identification separate.

Under no circumstances may residents loan out their access card.

UniLodge Residential Advisor

Residential Advisors (RA) will be on duty to assist with emergency situations when reception is closed. Residential Advisors work closely with UniLodge Management and relay all issues that arise within the building. During business hours, Reception should be your first point of contact for any residential enquiries including checking your accounts, lockouts and collecting parcels. Be aware, the RA team will only assist you with emergency situations like being locked out, health related concerns, fire evacuation, welfare concern and similar situations. The reception team is the only point of contact for general enquiries or parcel collection.


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Residential Advisors are extremely important members of the UniLodge Staff, and therefore all residents must comply with all requests that they issue.

Reception Hours	After Hours Contact	
Monday to Friday 9:00am to 5:00pm (Except Public Holidays)	Metro Tower Phone 0436 361 851	Sky Tower Phone 0455 944 106

The Sky and Metro Tower numbers are to be used after hours only in case of:

- Emergency situations
- Unusual or suspicious activities in the building
- Lockouts / lost keys
- Noise related issues
- Health and mental-health concerns

Intruders

Although we take all possible precautions, intruders may occasionally gain entry. If you see anyone behaving suspiciously, call reception during office hours or the emergency phone after hours immediately and keep a distance to **not put yourself at risk**.

Remember:

- Do not swipe your card for any other person in the lifts or open the front entry door.
- Do not show any person to a resident's unit or tell them where they live - the resident concerned may not wish to see the visitor.
- Tell the visitor to call reception.
- UniLodge has 24-hour video surveillance.

If in doubt, please contact UniLodge Park Central staff.

Access to other apartments

Entering another Resident's apartment without authority will result in the same action as a member of the general public entering a home without approval. That is, offenders may be



detained and charged with trespassing by the appropriate authorities. To prevent trespassing and theft, all residents should keep their doors closed and locked regardless of whether they are in their apartment.

Personal belongings and insurance

All Residents are strongly advised to take out contents insurance cover on their personal belongings and items such as stereos, computers, CD players, bicycles, clothing etc as they will not be covered by UniLodge policies. Any large complex is vulnerable to petty theft and unfortunately UniLodge Park Central is no exception. UniLodge is not responsible for any damage caused to your personal items during your stay with us.

Visitors

Non-residents of UniLodge

Residents are responsible for their visitors and will be accountable for their actions. All visitors must obey UniLodge rules and regulations on the lease agreement, the House Rules, and the UniLodge Park Central Resident Handbook. Non-residents of UniLodge Park Central are welcome to visit between the hours of **8 am and 10 pm**. If bringing guests over in shared apartments, the flatmates need to be given 24 hrs notice prior to the visit to avoid discomfort. All unwanted visitors or trespassers should be reported to UniLodge Park Central. If you are expecting visitors, you must personally come down to reception to verify and pick up your visitors.

- Residents are responsible for the behaviour of their visitors and must understand that visitors are also bound by all the rules of the lease whilst in the building.
- Residents are responsible for personally letting their guest/s in and out of the building after hours. The issued swipe card must not be given to the guest/s to exit the building by themselves.
- **All visitors must leave by 10pm.**

Overnight Guests


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Each apartment is allowed only one overnight guest at a time. All residents must complete an overnight guest form available at reception and have their guest approved by UniLodge Park Central at a minimum of 24 hours prior to the guest's arrival. A guest can only stay for a maximum of three (3) consecutive nights at UniLodge Park Central without incurring charges. There will be a charge if a guest is staying for more than three (3) nights.

If a guest plans to stay for more than 4 weeks, they must undergo the application process, be added to the lease as an additional occupant, and sign the lease agreement. An additional occupancy fee will be applied on top of the weekly rate paid by the main tenant. An additional occupant is permitted only to room types designed for 2 occupants like the studio apartments.

If you are in a multi share apartment, you must first obtain consent from all your roommates. For single-gender apartments, guests of the opposite gender are not permitted to stay in the apartment overnight.

All guests must obey all UniLodge rules and regulations on the lease agreement, the House Rules, and the UniLodge Park Central Resident Handbook. Residents will be liable and responsible for any breach of a UniLodge rule or regulation that their guest commits.

Guests who do not abide by the rules and regulations of UniLodge Park Central can be asked to leave at any time.

Social Gathering

Events in Rooms

Residents are permitted to have guests in their rooms, provided that they obtain consent from all their roommates. Number of guests allowed in each room type is:

- No more than 6 extra guests in a 4-, 5- & 6-bedroom apartments.
- No more than 3 extra guests in a studio apartment.


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If you would like to invite more people than the guidelines above, you must get approval from the management. Any in-room event which has the potential to be disruptive to the community should instead take place in our common areas on level two.

Events in Common Spaces

Gatherings with a large number of people in attendance require a significant level of responsibility on the part of the person hosting. It is important that this person plans for this and is sober and present for the entire duration of the party.

The number of guests allowed for each requested event in a common area will be assessed on an individual basis. The use and set up of the space, activities being conducted within it and the room's capacity within safety regulations will all be part of the decision.

You must complete an event request form (available from reception) if you wish to use the common spaces. The event request form is designed to ensure that the interests of other residents not attending the party and people attending the party are adequately considered by the host.

Applicants are required to give the reason for the gathering, how many people will be in attendance, how many non-residents will be in attendance, and how the gathering will be managed.

The resident hosting the gathering will be held responsible for any breach of the UniLodge Park Central Handbook or House Rules, including damage and noise. Any costs arising from a gathering including costs for cleaning and damage, will be charged to the host.

Most events that are non-academic in nature will not be approved during the Exam period.

Events must conclude by 10pm.

For a gathering in a multi share apartment, the host must always have the unanimous consent of all other residents in that multi-share.


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Exam and study times

During official university study and exam periods, no social gatherings can be held that disturb other residents. Residents who finish their exams early and wish to celebrate are advised to celebrate outside of UniLodge.

Official UniLodge events held during this time will normally be low key and aimed at providing residents with the opportunity to take a quiet break from study.

Criminal Activity

Any criminal activity associated with a gathering or event will be reported to the appropriate authorities. Criminal activity includes the supply of alcohol to those who are under 18 years old.

Transport

Information on public transport can be obtained from the Transit Help Line Phone 13 12 30 (calling card or mobile only), or [www.http://translink.com.au](http://translink.com.au).

Buses run from Buranda bus station parallel to Gillingham Street right next to UniLodge Park Central.

Buranda railway station will be temporarily closed in 2024 due to its accessibility upgrade construction. The nearest train stations are at Park Road and Coorparoo.

Emergency Contact Person(s)

Generally, informing the nominated emergency contact person(s) is at the option of the resident. However, in cases where there is grave concern for the health or wellbeing of a resident, management may contact the emergency contact person(s) nominated by a resident in their agreement.



Miscellaneous Guidelines

Absence from Apartment

If you intend to leave your unit for longer than 3 nights, please ensure you advise reception. The reception will note this on your file should we need to contact you in an emergency. Please note if you are away over a rental instalment date, it is your responsibility to ensure that your rent is prepaid at all times. To avoid any unnecessary removal of goods where it is thought that the apartment has been abandoned, please ensure that you attend to all rental payments prior to going on holiday.

Complaints

Life in a community can sometimes throw up challenges that are difficult to manage on your own. You might have a problem with a fellow resident or a staff member, or a decision that has been made by UniLodge Management. If you do come across some difficulty in your life at UniLodge, don't hesitate to raise it with a staff member. In most cases, problems can be resolved through informal enquiries and discussions.

Here are some steps to follow if you need help to resolve a problem:

- Talk politely and openly to the person involved. It is best to be open and honest and try to resolve the issue with the person directly. This isn't always easy but will give you the chance to voice your concerns personally.
- If you feel the matter has not been dealt with, inform the person that you will take the matter to UniLodge staff.
- If you feel the matter has not been dealt with, you can take the matter to the ResLife Supervisor of UniLodge Park Central and submit complaints form to reception. Your complaint will remain confidential.

Should you at any time be unsatisfied with any outcome in regard to your rights of tenancy, please contact reception to fill in our complaints form that can be submitted to: parkcentral@unilodge.com.au



Requests by staff

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

Behaviour

Residents must agree to abide by the code of behaviour. Acceptable behaviour includes not interfering with another person's living conditions or personal security. Unacceptable behaviour will be dealt with by management. Repeated offences could constitute grounds for early termination of your lease agreement; however, you will still be held responsible for rent until the unit is re-let.

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 permitted within the complex. Failure to comply with this rule can result in eviction.

If you feel you are becoming reliant on drugs or other substances (or know somebody in the building who is), please talk to management. We are here to assist in every way possible. We can certainly put you in touch with people who can help you.

Smoking

UniLodge is a smoke free building which includes the apartments and all 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. In Queensland there are strict laws about how close to buildings you can smoke so make sure you are familiar with these laws.

- No smoking within 5 metres of public transport waiting points such as bus stops, taxi ranks, and ferry terminals.
- Smoke free buffer increases to 5 metres at all non-residential building entrances.
- No smoking at commercial outdoor eating or drinking areas.


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Alcohol

UniLodge Park Central promotes the responsible consumption of alcohol for residents over the age of 18. UniLodge opposes excessive consumption of alcohol and binge drinking, as we are home for all residents and should not be treated as a drinking place. All residents should be able to study and sleep without being disturbed by other residents. While UniLodge permits responsible consumption between friends it opposes groups or individuals who wish to consume more than a few quiet drinks.

Alcohol is permissible (if you are over the age of 18) only if consumed within the designated drinking areas listed below. Alcohol is NOT permitted in any area not listed below.

Designated Drinking Areas

- Resident Apartments.
- Level 2 Common Area (excluding the Cinema room) until 10 PM.
- Level 2 Outdoor Area until 10 pm.

Any alcohol is to be consumed in moderation and there is to be no excessive noise. Noisy students will be asked to quiet down or directed to leave the building. Intoxication will under no circumstances be accepted as an excuse for misbehaviour. The full consequences will apply for misbehaviour following any destructive or socially unacceptable acts, inclusive of where the resident cannot remember the wrongdoing. Kegs, funnels, yard glasses, beer bong and other related implements that may encourage rapid consumption are not permitted.

Breakages of glass or items that may cause injury, must be reported to UniLodge Park Central reception or the RA on duty immediately. It is the responsibility of those consuming the alcohol to put all rubbish, including bottle tops, into the bins provided. Empty alcohol containers must be disposed of appropriately and in a timely manner. Please respect the opening hours of the common areas. UniLodge staff and RA's may shut down any activity at any time that is deemed in breach of this policy.

All empty glass bottles and cans must be properly disposed in the recycling bins located in the common areas and carpark.


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Gambling and Gaming

Gambling is not permitted on the premises. Any member of UniLodge Park Central who is found to have undertaken actions not in accordance within this rule will be issued with a breach notice which could potentially lead to termination of lease.

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.

The resident is 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 management.

Common Property

Residents must not interfere with or damage any common property, nor leave anything on or obstruct the use of common property. The resident is liable for all damages caused.

Additional furniture

The installation of other furniture into a resident's apartment is not permitted unless a written application (with dimensions and all applicable details) is submitted to and approved by UniLodge management. Every request will be looked at separately depending on the size of the unit and furniture required.

Pets

All pets or animals are not conducive to the living environment at UniLodge Park Central – this includes fish.


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Noise

All residents have the right to the quiet enjoyment of their apartment and common areas, particularly during times of study and exams. Be mindful and respectful of other residents in the building and how excess noise affects others.

All residents must keep noise to a minimum between the hours of 10:00pm and 8:00am.

Cleaning and Inspections

All residents are responsible for the day-to-day cleaning of their apartment. Please request a roster from the reception or follow a cleaning roster suitable by the tenants in your apartment. Failure to maintain a hygienic and clean environment in the apartment will result in incurring penalties and cleaning charges. In addition to this, UniLodge Park Central staff will also conduct periodic inspections in the apartments, after due notice is given, for faults or damage.

You can sign out/borrow a vacuum cleaner from reception.

Departing at the end of lease

Your apartment has been professionally cleaned and fitted with a new mattress protector and shower curtain, prior to your arrival. As a condition of your lease, you must leave your premises in the same condition as when you entered it.

To take some of the stress out of your exit process, UniLodge has been able to negotiate rates with a bond cleaning company that delivers a service that we believe is of a very high standard, and which meets our cleaning expectations. We can offer this service to you which includes professional cleaning, carpet steam cleaning, the cost of replacement mattress protector and shower curtain (please contact reception for pricing).

You are more than welcome to undertake the works yourself. Should you wish to do so, please contact UniLodge staff to obtain a checklist of items that need to be addressed. Our team will inspect your apartment after you have cleaned it to ensure it meets the expectations prior to releasing the bond. If the cleaning is unsatisfactory, we will engage our professional cleaner at an additional cost. If UniLodge is not informed about self-cleaning in advance, a bond


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cleaning will be organised for your apartment and charges will apply. If you plan to undertake the cleaning yourself, you must notify us prior to your departure.

The resident must remove all their belongings by the date and time stated in this agreement. Return all security access swipe cards to building management on check out. Drop the swipe cards in the black box at the reception if checking out of the premises after-hours.

For the cleaning of multi share apartments, please see reception for rates for common areas and inclusions.

Social Media

UniLodge is actively using social media sites to build an online community. Prospective and current students and their families, alumni, staff and friends of UniLodge can share content, ideas and experiences, and find helpful information on UniLodge's various official and associated social media sites, such as the UniLodge Facebook page. We invite you to use them to connect with UniLodge and our community of residents.

To keep the sites enjoyable and lively, please respect the rules of the various social media platforms and observe the following guidelines. UniLodge reserves the right to remove posts that don't comply or are judged to be unacceptable.

These guidelines will grow and change as the social media networks themselves grow and change.

General Principles

- *Think before you post.* The internet has a history of thoughtless posts that users later regret.
- *Be respectful.* UniLodge is committed to showing respect for the dignity of others and to the civil and thoughtful discussion of differing ideas. If you wish to voice a complaint or disagree with another post, please do so in a polite and constructive manner. Obscenities, personal attacks, and defamatory comments about any person, group, organisation or belief will be removed.
- *Be accurate.* Please check your facts before you post and ensure you use the most up to date information available. Cite – and link to – sources wherever possible. If you


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have made an error, correct it visibly and apologise. Posts containing factual errors may be removed or corrected.

- *Be honest.* Be honest about who you are. State your sources when quoting others.
- *Be ethical.* Ensure your posts are fair to all concerned and do not exploit others in any way.
- *Don't breach copyright.* Be particularly careful in regard to music (including video soundtracks), videos and photographs.
- *Add value and don't spam.* Supply and share information that is relevant and of interest to the UniLodge community.
- Don't use UniLodge sites to promote businesses, causes, ideologies or political parties. Any posts of this kind will be removed.
- *Protect your privacy.* Your comments are visible to all. Never include yours or others phone number, email address, home address or other personal information in a post. Adjust the privacy settings on your social media sites to only disclose information you are happy for others to see.

UniLodge recognises that your personal social media accounts are your private property and does not require you to engage with UniLodge online (for example by becoming a fan on Facebook, joining a group in LinkedIn, or subscribing to us on Twitter) using your personal accounts.


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