

# Residential Rental Agreement

no more than 5 years

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

*Residential Tenancies Regulations 2021 Regulation 10(1)*

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

## PART A – BASIC TERMS

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

### 1. Date of agreement

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

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

### 2. Premises let by the rental provider

Address of premises

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

### 3. Rental provider's details

Full name or Company name: \_\_\_\_\_  
ABN/ACN (if applicable): \_\_\_\_\_

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

Address: \_\_\_\_\_  
State: \_\_\_\_\_ Postcode: \_\_\_\_\_  
Phone number: \* \* \* \* \* Email: \_\_\_\_\_

Full name or Company name: \_\_\_\_\_  
ABN/ACN (if applicable): \_\_\_\_\_

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

Address: \_\_\_\_\_  
State: \_\_\_\_\_ Postcode: \_\_\_\_\_  
Phone number: \_\_\_\_\_ Email: \_\_\_\_\_

### Rental provider's agent's details

Full name: College House Management Pty Ltd T/A Student Living on A'Beckett  
Trading name: Student Living on A'Beckett  
Address: onabeckett@unilodge.com.au 339 Swanston St  
Melbourne State: VIC Postcode: 3000  
Phone number: 0392247888 ABN/ACN (if applicable): 62 103 676 857  
Email address: onabeckett@unilodge.com.au

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

#### 4. Renter details

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

#### 5. Length of the agreement

☒ Fixed term agreement

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

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

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

☐ Periodic agreement (monthly)

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

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

#### 6. Rent

Rent amount (\$) (payable in advance) \_\_\_\_\_ \*this does not include ancillary. Refer to page 13, Annexure A

To be paid per ☐ week ☐ fortnight ☒ calendar month

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

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

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

#### 7. Bond

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

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

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

## PART B – STANDARD TERMS

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

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

(Rental provider to tick available methods of rent payment)

☐ direct debit      ☐ bank deposit      ☐ cash      ☐ cheque or money order



☒ other electronic form of payment, including Centrepay Console Pay - Direct Debit

Payment details (if applicable):

BSB no. \_\_\_\_\_ Account no. \_\_\_\_\_

Account name \_\_\_\_\_

Payment reference \_\_\_\_\_

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

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

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

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

(Rental provider to tick as appropriate)

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

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

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

(Renter to tick as appropriate)

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

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

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

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

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

## 10. Urgent repairs

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

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

Emergency contact name	UniLodge 339 Swanston
Emergency contact phone number	03 9224 7888
Emergency contact email address	onabeckett@unilodge.com.au

## 11. Professional cleaning

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

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

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

## 12. Owners corporation (formerly body corporate)

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

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

## 13. Condition report

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

(Rental provider to tick as appropriate)

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

## PART C – SAFETY-RELATED ACTIVITIES

### 14. Electrical safety activities

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

### 15. Gas safety activities

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

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

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

**17. Swimming pool barrier safety activities**

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

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

**18. Relocatable swimming pool safety activities**

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

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

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

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

**19. Bushfire prone area activities**

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

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

## PART D – RIGHTS AND OBLIGATIONS

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

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

### Use of the premises

The renter:

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

### Condition of the premises

The rental provider:

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

The renter:

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

### Modifications

The renter:

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

The rental provider:

- must not unreasonably refuse consent for certain modifications.

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

### Locks

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

### Repairs

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

#### Urgent Repairs

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

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

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

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

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

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

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

#### Non-urgent repairs

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

#### Assignment or sub-letting

The renter:

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

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

The rental provider:

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

#### Rent

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

## PART E - ADDITIONAL TERMS

### 21. Further Details (if any)

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

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

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

#### Access and entry

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

#### Pets

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

#### Smoke Alarms

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

**21.1 Residential Tenancies Act 1997**

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

**21.2 Renter's obligations**

The renter must not:

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

**21.3 Maintenance and repairs**

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

**21.4 Owners Corporation**

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



**21.5 End of occupancy**

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

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

**21.6 Insurance**

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

**21.7 Privacy**

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

**21.8 Counterparts and Execution**

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

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

21.9 Additional Terms

Refer to additional pages

## 22. Signatures

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

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

### Rental provider

Signature of rental provider 1 (or managing agent)

Signature of rental provider 2 (or managing agent)

Dated \_\_\_\_\_

Dated \_\_\_\_\_

### Renter

All renters listed must sign this residential rental agreement.

Signature of renter 1

Signature of renter 2

Dated \_\_\_\_\_

Dated \_\_\_\_\_

Signature of renter 3

Signature of renter 4

Dated \_\_\_\_\_

Dated \_\_\_\_\_

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

## Annexure A

### Inspections

The Renter/s acknowledges that they have:

- (a) personally inspected the Premises prior to entering into this Lease Agreement and accept the Premises in its current condition; or
- (b) in the event the renters were unable to inspect the Premises prior to signing this Lease Agreement, accept the Premises as described in the Condition Report prepared prior to the commencement of the tenancy.

### Rent and Ancillary Charges Payable

The Renter acknowledges they are responsible for paying monthly in advance, the total RENT listed in point 6 of the agreement PLUS the total of the ancillary charges of \$105 per month per person. The Agent reserves the right to withdraw the ancillary services at any time at the Agent's discretion or where the Renter fails to meet their obligations and pay for the services in advance.

### Ancillary Services & Charges Internet

The Renter acknowledges where supplied and paid for as part of the ancillary services, they will be given access to an internet service for the duration of their tenancy. The Agent will provide the Renter login details at the start of the lease.

### Ancillary Services & Charges Contents Insurance

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

### No Representations

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

### Availability of Premises

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

### Payment of Services

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

### Lost Keys

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

### Lockout

In the event a Renter is locked out of the premises, The Agent is not legally obligated to provide a spare key for access. The Renter acknowledges they will be responsible for any locksmith's charges.

### No Invalidating Insurance

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

### Notify Blockages

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

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

## Annexure B

### Rubbish

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

### Hanging Clothes

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

### Washing Machines

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

### Replace Light Globes

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

### Smoke Free Zone

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

### Renter Notice

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

### Rental Provider Expenses

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

A pro-rata letting fee;

Reasonable administration costs;

Marketing costs as incurred by the Agent;

National tenancy database checks on each applicant or as required;

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

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

### Return Keys

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

### Furnishings

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

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

## Annexure C

### Cooking Facilities

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

### Renter Absence

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

### Bicycle Facilities

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

### Charging of Electrical Devices

The Renters agree to comply with all rules and regulations set by the Owners Corporation. Bicycles, scooters, or similar personal transport devices shall not be stored within the apartment premises. The charging of lithium-ion batteries within the apartment is strictly prohibited, except for mobile electronic devices such as laptops and mobile phones that comply with applicable Australian safety standards.

### Fire Alarm

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

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**RULES UNDER REGULATION 407 OF THE SUBDIVISION  
(BODY CORPORATE NUMBERS 1, 2 & 3) REGULATIONS 1989**

---

AT ANY AND ALL PLACES IN THESE RULES WHERE IT REFERS TO THE *BODY CORPORATE* IT MAY ALSO MEAN A *COMMITTEE OF MANAGEMENT* OR A *MANAGING AGENT* THAT HAVE BEEN DULY APPOINTED AND DELEGATED BY THE *BODY CORPORATE* TO ASSUME CERTAIN POWERS AND DUTIES OF THE *BODY CORPORATE* AND IN PARTICULAR TO SET THE TERMS AND CONDITIONS REFERRED TO IN ANY OF THE RULES CONTAINED HEREIN.

WHEREVER CONSENT IS REQUIRED FOR THE DOING OF AN ACT OR THING, THEN SUCH PROVISION SHALL BE DEEMED TO BE SUBJECT TO A PROVISIO TO THE EFFECT THAT SUCH CONSENT SHALL NOT BE UNREASONABLY WITHHELD AND TO A FURTHER PROVISIO THAT SUCH CONSENT SHALL NOT BE GIVEN IF THE USE OR ENJOYMENT OF ANY OTHER MEMBER OR OCCUPANT OF THEIR LOT OR THE COMMON PROPERTY WOULD BE UNREASONABLY PREJUDICED OR AFFECTED THEREBY.

---

1. **Interpretation/Definitions**

"Act" means *Subdivision Act* 1988.

"Body Corporate" means Body Corporate No. PS412633M.

"Building" means all and any buildings, structures or improvements comprised in the Development.

"Common Property" means any common property described on the Plan of Subdivision.

"Development" means all the land and improvements comprised in Plan of Subdivision No. PS412633M and known as 106-116 A'Beckett Street, Melbourne.

"Lot or Lots" means a Lot or Lots on the Plan of Subdivision.

"Member" means an owner of a Lot on the Plan of Subdivision.

"Occupier" means any person occupying or in possession of a Lot on the Plan of Subdivision and can include a member.

"Plan of Subdivision" means Plan of Subdivision No. PS412633M.

"Proprietor" means a Member of the Body Corporate.

"Regulations" means the Subdivision (Body Corporate) Regulations 1989.



## 2. Use

A Member must not, and must ensure that the Occupier of a Member's Lot does not:

- (a) use the Common Property or permit the Common Property to be used in such a manner as to unreasonably interfere with or prevent its use by other members or occupants of Lots or their families or visitors;
- (b) use or permit a Lot affected by the Body Corporate to be used for any purpose which may be illegal or injurious to the reputation of the development or may cause a nuisance or hazard to any other member or occupier of any Lot or the families or visitors of any such member or occupier.
- (c) use any of the Common Property facilities for any purpose other than specified by the Body Corporate and all such use shall be in a thoughtful manner and with due and proper care and in accordance with posted regulations;
- (d) use or occupy any Lot or Lots for a use or in a manner that would contravene any planning regulations, requirements or restrictions placed on the Plan of Subdivision;
- (e) affix any sign, poster or object to any wall or door within or entering the Common Property nor affix any nail, adhesive, hook or the like to the Common Property walls or doors entering the Common Property.

## 3. Vehicles, Driveways and Car Parking Areas

A Member must not, and must ensure that the Occupier of a Member's Lot does not:

- (a) drive or operate any motor vehicle on any internal road surface in excess of 10 kph;
- (b) park or leave a vehicle on the Common Property so as to obstruct a driveway or entrance to a Lot or in any place other than in a parking area specified for such purpose by the Body Corporate;
- (c) permit bicycling, roller blading, skate boarding, roller skating, ball games in the car parking areas, driveways, or access pathways or Common Property;
- (d) use any car parking space otherwise than for the purpose of parking any motor vehicle or motor cycle therein and then in such manner as may be fair and reasonable or permit any mechanical repairs, except of an emergency nature, be performed on any vehicle so parked;
- (e) park, either for short or long term time periods, any Occupier's vehicle in any car park space, driveway, except in the space or spaces delineated on title as belonging to each individual Lot;

- (f) interfere with the operation, function or control of the electronic car park gate;
- (g) obstruct any easement given access to any Lots or Common Property for any purpose other than the reasonable ingress to and egress from an Occupier's respective Lot;
- (h) only wash vehicles in a designated area;
- (i) allow any build up or discharge of oil or any other fluids from any parked vehicle and ensure that all vehicle parking surfaces are cleaned and any oil, grease and fluids of any kind are removed immediately upon notice of same or notification of build up by the Body Corporate.

#### 4. Noise

A Member must not, and must ensure that the Occupier of a Member's Lot does not:

- (a) create upon the Member's Lot any noise likely to be objected to or which would be likely to interfere with the peaceful enjoyment of the Proprietor or Occupier of another Lot or of any person lawfully using Common Property, in particular:
  - (i) not to hold or permit to be held any social gathering in their Lot which is likely to cause any such noise as set out above; and
  - (ii) not permit any piano or other musical instrument to be practiced or played upon, or any avoidable noise to be made, in his or her Lot between the hours of midnight and 8.00 am; and
  - (iii) except in respect of any retail or commercial operation within the ground floor of the building, not to hold any social gathering or create any noise likely to be objected to in the Common Property or on balconies between the hours of midnight and 8.00 am; and
  - (iv) not allow radios, radiograms, television sets, stereos, CD players or the like to cause any such noise as set out above
- (b) annoy other Members or Occupiers with unavoidable noise in a Lot or any area of Common Property and must ensure that any such noise is minimised by closing all doors, windows and curtains of his or her Lot and also such further steps as may be within his or her power to effect;
- (c) allow guests to leave or Members or Occupiers to leave or return to a Lot after 10.00 pm without making sure they do so in a quiet and

orderly manner as to not cause an annoyance or disturbance to any other Members or Occupiers.

**5. Animals**

A Member must not, and ensure that the Occupier of a Member's Lot does not:

- (a) keep any animal on a Lot affected by the Body Corporate or the Common Property;
- (b) exercise any animals on Common Property or allow any animal to roam freely on Common Property.

**6. Signage**

A Member must not, and must ensure that the Occupier of a Member's Lot does not:

- (a) display any placard, advertisement or sign on the Common Property or their Lot for any reason or purpose whatsoever, save for any ground floor retail or commercial operation in the building, without the prior written consent of the Body Corporate.

**7. Balconies, Patios, Outdoor Areas and Any Exterior Building Surfaces and External Appearance**

A Member must not, and must ensure that the Occupier of a Member's Lot does not:

- (a) hang clothes or other items, store bicycles or other articles on the balconies, exteriors of the units/apartments or on any other Common Property except in specific areas, if any, designated for that purpose by the Body Corporate;
- (b) store or keep on the Common Property or any part thereof any materials or goods including bicycles and other items except in designated areas, if any, and subject to terms and conditions set forth in writing by the Body Corporate;
- (c) install any flywire screen, awning, blind, sun shade, security door, or any other exterior fixture or fitting without first having obtained written permission to do so from the Body Corporate and provided that said permission complies with the standards established by the Body Corporate;
- (d) keep any plants, planter boxes or pots on any balcony that are not maintained in good health and condition and that are offensive in appearance to other Occupiers and further that the size and type of plant shall not extend beyond the boundary of the Lot or obstruct the views from another Lot or interfere with the use and enjoyment of their Lots by the Occupiers of those Lots. Care must be taken when

watering or cleaning to ensure minimal disturbance to other Lots or overflows and run-off to the exterior of the building.

- (e) construct or erect any sheds, kennels or structures of any nature or description on any balcony without having first obtained the written consent of the Body Corporate and building regulations or planning laws;
- (f) construct or erect any outside wireless, television aerial, skydish receivers, satellite dish or receiver or thing of like nature without the previous consent in writing of the Body Corporate;
- (g) hang curtains visible from outside the Lot unless those curtains have a backing of off white or cream colour without the prior written approval of the Body Corporate. A Member shall not install any window tinting without having the colour and design approved by the Body Corporate.

## **8. Common Facilities**

A Member must not, and must ensure that the Occupier of a Member's Lot does not breach any rules and regulations pertaining to each common facility and not remove any item, equipment or other such things that are and shall remain the property or be in the care of the Body Corporate from any facility for any reason whatsoever.

## **9. Rubbish**

A Member must not, and ensure that the Occupier of a Member's Lot does not:

- (a) deposit household rubbish and recyclables in any other receptacle or in any part of the Common Property except in the rubbish chute located on each floor or in accordance with instructions as determined by the Body Corporate.
- (b) deposit any items or articles of rubbish including but not limited to any items of a non-household nature or furnishings, fittings or fixtures into any receptacle except as may be provided from time to time by the Body Corporate as separate collection receptacles for items of this nature.
- (c) throw or allow to fall or permit or suffer to be thrown or to fall any paper, rubbish, refuse, cigarette butts or other substance whatsoever out of the windows or doors or down the staircase or from the balconies. Any damage or cost for cleaning or repair caused by breach hereof shall be borne by the Member concerned.

## **10. Damage & Repairs**

A Member must not, and ensure that the Occupier of a Member's Lot does not:

- (a) damage, deface or obstruct in any way or for any purpose whatsoever any driveway, pathway, stairway, landing or any other Body Corporate property located on, in or attached to the Common Property, **PROVIDED FURTHER** that if the Body Corporate expends money to make good damage caused by any Member or tenants, guests, servants, employees, agents, children, invitees or licensees of the Member of any of the Lots, the Body Corporate shall be entitled to recover the amount so expended as a debt in any action in any Court of competent jurisdiction from the Owner of the Lot at the time when the damage occurred;
- (b) fail to properly inform the Body Corporate within twenty-four (24) hours of any damage to property which may be the subject of a claim against the Body Corporate building and/or public liability insurance policy;
- (c) interfere with or attempt to redirect any maintenance works being attended to by tradespersons or others who have been appointed by the Body Corporate specifically for work being undertaken;
- (d) interfere with the operation, function or control of any of the Common Property fixtures, fittings or equipment, including but not limited to all pedestrian entrances, lighting, fire controls, landscape features and structures including the sprinkler system and any facility controls or equipment;
- (e) commit, perform or cause any manner or any act on any Lot or Lots or on the Common Property so as to commit or cause any breach of any Act of Parliament or any regulation, permits, by-law or order made by any Municipal, Statutory, Government or other Authority authorised by law to make such regulation, by-law or order or issue such permits;
- (f) store any inflammable liquid or chemical on any Lot or any part of the Common Property nor suffer to be done any act or thing whereby any policy of insurance on the buildings and other improvements in the Development or any part thereof may be invalidated or become void or voidable or which may render any increased premium payable in respect of such insurance;
- (g) use the water closets, conveniences and other water apparatus including waste pipes and drains for any purpose other than those for which they were constructed and no sweepings or rubbish or other unsuitable substances shall be deposited therein provided further that any costs or expenses resulting from damage or blockage to such water closets, conveniences, water apparatus, waste pipes and drains from misuse or negligences shall be borne by the Member whether the same is caused by their own actions or those of members of their household or their invitees;
- (h) lose any keys or proximity cards issued to the building and if lost, immediately notify the Body Corporate and pay all costs to replace

the lost keys or cards, including the cost of new locks to the building or re-programming costs for proximity cards.

#### 11. **Relocations, Deliveries & Tradesman**

A Member must not, and ensure that the Occupier of a Member's Lot does not:

- (a) damage, obstruct or interfere with the entryways, stairways, corridors or any Common Property when moving any items in or out of any Lot;
- (b) arrange for tradespersons (except in emergencies) or any nature or kind to perform works to be accomplished except during normal working hours, 8.00 am to 6.00 pm and there shall be no work done by tradespeople on weekends or public holidays or without the supervision and at the sole responsibility of the member so arranging;
- (c) arrange for deliveries of any kind or nature unless the Member or designee is at or on the premises to accept and arrange for same at each Member's sole cost and liability.

#### 12. **Behaviour of Invitees**

A Member must not, and must ensure that the Occupier of a Member's Lot and all of their respective guests, visitors and invitees of any kind and for any purpose whatsoever does not:

- (a) behave in a manner likely to interfere with the peaceful enjoyment of the Owner or Occupier of another Lot or of any person lawfully using the common property;
- (b) fail to accept liability for and compensate the Body Corporate in respect of all damage to the Common Property or personal property vested in it caused by any such Owner, Occupier or their invitees;
- (c) fail to inform and require compliance of all Body Corporate rules and regulations on any Occupier (including any occupier subject of a lease or licence agreement), guests, servants, employees, agents, children, invitees, licensees or persons coming upon the Lot or the common property with the consent or approval (actual or implied) of such Owner or Occupier.

## **Schedule 2—Model rules for an owners corporation**

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

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

A lot owner or occupier must not use the lot, or permit it to be used, so as to cause a hazard to the health, safety and security of an owner, occupier, or user of another lot.

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

- (1) Except with the approval in writing of the owners corporation, an owner or occupier of a lot must not use or store on the lot or on the common property any flammable chemical, liquid or gas or other flammable material.
- (2) This rule does not apply to—
  - (a) chemicals, liquids, gases or other material used or intended to be used for domestic purposes; or
  - (b) any chemical, liquid, gas or other material in a fuel tank of a motor vehicle or internal combustion engine.

#### **1.3 Waste disposal**

An owner or occupier must ensure that the disposal of garbage or waste does not adversely affect the health, hygiene or comfort of the occupiers or users of other lots.

#### **1.4 Smoke penetration**

A lot owner or occupier in a multi-level development must ensure that smoke caused by the smoking of tobacco or any other substance by the owner or occupier, or any invitee of the owner or occupier, on the lot does not penetrate to the common property or any other lot.

#### **1.5 Fire safety information**

A lot owner must ensure that any occupier of the lot owner's lot is provided with a copy of fire safety advice and any emergency preparedness plan that exists in relation to the lot prior to the occupier commencing occupation of the lot.

### **2 Committees and sub-committees**

#### **2.1 Functions, powers and reporting of committees and sub-committees**

A committee may appoint members to a sub-committee without reference to the owners corporation.

### **3 Management and administration**

#### **3.1 Metering of services and apportionment of costs of services**

- (1) The owners corporation must not seek payment or reimbursement for a cost or charge from a lot owner or occupier that is more than the amount that the supplier would have charged the lot owner or occupier for the same goods or services.

- (2) If a supplier has issued an account to the owners corporation, the owners corporation cannot recover from the lot owner or occupier an amount which includes any amount that is able to be claimed as a concession or rebate by or on behalf of the lot owner or occupier from the relevant supplier.
- (3) Subrule (2) does not apply if the concession or rebate—
  - (a) must be claimed by the lot owner or occupier and the owners corporation has given the lot owner or occupier an opportunity to claim it and the lot owner or occupier has not done so by the payment date set by the relevant supplier; or
  - (b) is paid directly to the lot owner or occupier as a refund.

## **4 Use of common property**

### **4.1 Use of common property**

- (1) An owner or occupier of a lot must not obstruct the lawful use and enjoyment of the common property by any other person entitled to use the common property.
- (2) An owner or occupier of a lot must not, without the written approval of the owners corporation, use for the owner or occupier's own purposes as a garden any portion of the common property.
- (3) An approval under subrule (2) may state a period for which the approval is granted.
- (4) If the owners corporation has resolved that an animal is a danger or is causing a nuisance to the common property, it must give reasonable notice of this resolution to the owner or occupier who is keeping the animal.
- (5) An owner or occupier of a lot who is keeping an animal that is the subject of a notice under subrule (4) must remove that animal.
- (6) Subrules (4) and (5) do not apply to an animal that assists a person with an impairment or disability.
- (7) The owners corporation may impose reasonable conditions on a lot owner's right or an occupier's right to access or use common property to protect the quiet enjoyment, safety and security of other lot owners, including but not limited to imposing operating hours on facilities such as gymnasiums and swimming pools.

### **4.2 Vehicles and parking on common property**

An owner or occupier of a lot must not, unless in the case of an emergency, park or leave a motor vehicle or other vehicle or permit a motor vehicle or other vehicle—

- (a) to be parked or left in parking spaces situated on common property and allocated for other lots; or
- (b) on the common property so as to obstruct a driveway, pathway, entrance or exit to a lot; or
- (c) in any place other than a parking area situated on common property specified for that purpose by the owners corporation.



### **4.3 Damage to common property**

- (1) An owner or occupier of a lot must not damage or alter the common property without the written approval of the owners corporation.
- (2) An owner or occupier of a lot must not damage or alter a structure that forms part of the common property without the written approval of the owners corporation.
- (3) An approval under subrule (1) or (2) may state a period for which the approval is granted, and may specify the works and conditions to which the approval is subject.
- (4) An owner or person authorised by an owner may install a locking or safety device to protect the lot against intruders, or a screen or barrier to prevent entry of animals or insects, if the device, screen or barrier is soundly built and is consistent with the colour, style and materials of the building.
- (5) The owner or person referred to in subrule (4) must keep any device, screen or barrier installed in good order and repair.

## **5 Lots**

### **5.1 Change of use of lots**

An owner or occupier of a lot must give written notification to the owners corporation if the owner or occupier changes the existing use of the lot in a way that will affect the insurance premiums for the owners corporation.

#### **Example**

If the change of use results in a hazardous activity being carried out on the lot, or results in the lot being used for commercial or industrial purposes rather than residential purposes.

### **5.2 External appearance of lots**

- (1) An owner or occupier of a lot must obtain the written approval of the owners corporation before making any changes to the external appearance of their lot.
- (2) An owners corporation cannot unreasonably withhold approval, but may give approval subject to reasonable conditions to protect quiet enjoyment of other lot owners, structural integrity or the value of other lots and/or common property.
- (3) The owners corporation cannot unreasonably prohibit the installation of sustainability items on the exterior of the lot, including by prohibiting the installation of a sustainability item only on aesthetic grounds.
- (4) The owners corporation may require that the location of a sustainability item, or the works involved in installing a sustainability item, must not unreasonably disrupt the quiet enjoyment of other lot owners or occupiers or impede reasonable access to, or the use of, any other lot or the common property.
- (5) The owners corporation may impose reasonable conditions on the installation of a sustainability item on the exterior of the lot related to the colour, mounting and location of the sustainability item provided that these conditions do not increase the cost of installing the sustainability item or reduce its impact as a sustainability item.

### **5.3 Requiring notice to the owners corporation of renovations to lots**

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

## **6 Behaviour of persons**

### **6.1 Behaviour of owners, occupiers and invitees on common property**

An owner or occupier of a lot must take all reasonable steps to ensure that guests of the owner or occupier do not behave in a manner likely to unreasonably interfere with the peaceful enjoyment of any other person entitled to use the common property.

### **6.2 Noise and other nuisance control**

- (1) An owner or occupier of a lot, or a guest of an owner or occupier, must not unreasonably create any noise likely to interfere with the peaceful enjoyment of any other person entitled to use the common property.
- (2) Subrule (1) does not apply to the making of a noise if the owners corporation has given written permission for the noise to be made.

## **7 Dispute resolution**

- (1) The grievance procedure set out in this rule applies to disputes involving a lot owner, manager, or an occupier or the owners corporation.
- (2) The party making the complaint must prepare a written statement in the approved form.
- (3) If there is a grievance committee of the owners corporation, it must be notified of the dispute by the complainant.
- (4) If there is no grievance committee, the owners corporation must be notified of any dispute by the complainant, regardless of whether the owners corporation is an immediate party to the dispute.
- (5) The parties to the dispute must meet and discuss the matter in dispute, along with either the grievance committee or the owners corporation, within 28 calendar days after the dispute comes to the attention of all the parties.
- (5A) A meeting under subrule (5) may be held in person or by teleconferencing, including by videoconference.
- (6) A party to the dispute may appoint a person to act or appear on the party's behalf at the meeting.
- (6A) Subject to subrule (6B), the grievance committee may elect to obtain expert evidence to assist with the resolution of the dispute.
- (6B) The grievance committee may obtain expert evidence to assist with the resolution of a dispute if the owners corporation or the parties to the dispute agree in writing to pay for the cost of obtaining that expert evidence.
- (7) If the dispute is not resolved, the grievance committee or owners corporation must notify each party of the party's right to take further action under Part 10 of the **Owners Corporations Act 2006**.

- (8) This process is separate from and does not limit any further action under Part 10 of the **Owners Corporations Act 2006**.

1/12/2021

# Fire Safety for International Students

Many portable devices such as laptop computers, mobile phones, children's toys, e-scooters and e-cigarettes may contain rechargeable lithium-ion batteries. They are light-weight, energy dense and long lasting but can be more volatile than traditional batteries. Most modern devices with rechargeable batteries contain lithium ion batteries.

## Lithium ion batteries can be a fire risk.

*Occasionally, if a lithium ion battery is improperly charged, handled, stored or disposed of there is a risk of overheating, catching fire or explosion. This also increases the risk of a house fire, garage fire or personal injury.*



Scan to see examples of lithium ion battery fires including e-scooters, mobile phones and power banks



## Safety Advice

- Purchase products from a reputable supplier and follow the manufacturer's instructions.
- Only use chargers and cords that are originally supplied with that device. Using chargers with incorrect power delivery (voltage and current) can cause damage to the battery or overheating that can lead to fires.
- Only use batteries that are designed for that device.
- Check that chargers have the Regulatory Compliance Mark, to show that they meet the relevant Australian Standards.
- Avoid charging lithium ion batteries overnight or leaving devices unattended while charging. Once the indicator shows that a device or battery has been fully charged, disconnect it from the charger.
- Always charge devices on a surface that can't catch fire.
- Never charge devices on things that can burn, like couches, beds, carpets, or pillows.



- Where possible, Light Electric Vehicles (LEV) should be stored and charged away from living spaces. Keep them away from any exit doors, escape routes, and other combustible materials.
- We recommend installation of a smoke alarm where LEVs are charged.
- Only have device repair, battery replacement or upgrades performed by a qualified professional.
- Never store or leave lithium ion batteries or devices in areas where they can be exposed to heat or moisture. Do not leave devices in direct sunlight or in parked vehicles where they can quickly heat up. Let batteries cool before recharging.
- Don't use lithium ion batteries or devices that show signs of swelling or bulging, leaking, overheating, or signs of mechanical damage (cracked, dented, punctured, or crushed).
- Don't touch leaking or damaged batteries (use gloves) and clean up any spilled material carefully. If safe to do so remove the battery away from anything that can catch fire, preferably outside, and follow disposal instructions below.

## Warning Indicators:

Stop using the battery if you notice strong odours, colour change, extreme heat, change in shape, leaking or unusual sounds (for example popping or hissing). If safe to do so remove the device away from anything that can catch fire.

**If your battery catches fire call Triple Zero (000) immediately and wait in a safe location for firefighters to arrive.**

## Lithium ion Battery Disposal

There are risks if lithium ion batteries are not disposed of correctly.

### Never dispose of lithium ion batteries in household rubbish.

Proper disposal avoids damage or puncture by heavy machinery during transport or processing which may lead to fires. FRV supports safe lithium ion battery disposal, for more information on where and how to dispose of used batteries please use the below links:

B-cycle [www.b-cycle.com.au/drop-off](http://www.b-cycle.com.au/drop-off)

Planet Ark [www.recyclingnearyou.com.au/batteries](http://www.recyclingnearyou.com.au/batteries)



# Fire Safety for International Students

## Smoke alarms

Smoke alarms are self-contained, stand-alone, single or interconnected smoke-sensing devices. They detect smoke and then alarm locally. They have a test button and must be located outside bedrooms.



**If your smoke alarm is not working and you are an owner you must replace it. If you are a tenant you must report it to your rental provider/agent.**

## Smoke detectors

Smoke detectors may be connected to a fire panel which alerts the fire brigade. If there is a fire follow your buildings instructions and evacuation plan.



**Never tamper with, cover or attempt to remove a smoke alarm or smoke detector and always report any damage to your rental provider/agent.**

## Evacuation

### If you live in a house

You should have a planned and practiced Home Fire Escape Plan, this includes two exits from each room and an agreed meeting place outside. Get out and stay out.

### If you live in an apartment

- Learn and practice your building's evacuation plan.
- The plan will be posted in a foyer or near a lift or stairwell. It will show you the safest way out and where to meet.
- Report hazards in your building including blocked and locked fire escape doors.
- Always close doors behind you.
- If there is an alarm listen for the alarm tone and for instructions to evacuate.

**If there is a fire, call Triple Zero (000), ask for FIRE**

- stay on the phone don't hang up.
- If you are not able to evacuate, say you need help to get out.

## Safety Advice

### In the Kitchen

Cooking left unattended is the most common cause of fires in the kitchen, so be sure to look when you cook.

- Check that the stove, cooktop, oven and other heat sources are turned off before leaving home or going to sleep.
- Keep items that could burn at least 1 metre away from cooking and heat sources.
- Never use water to extinguish an oil or grease fire.
- Always supervise children in the kitchen.
- Only ever cook in the kitchen – never cook in your bedroom or another room.

### Doorways

Keep your exits clear and always leave keys in locked doors and security screens when you are inside so you can escape if a fire occurs.

### Electrical

Electrical fires are a common type of fire in the home.

- Never overload power boards.
- Never charge laptops, tablets or mobile phones on flammable surfaces like beds or pillows.

### Heaters are a major cause of fires, especially during the winter months.

Keep items that can burn at least 1 metre away from all heat sources.

Turn off all heating before leaving home or going to sleep.

### Cigarettes, candles, incense and oil burners can cause fires.

- Never smoke in bed.
- Never throw cigarette butts off a balcony.
- Always extinguish any open flame or cigarette before leaving home or going to sleep.

