

## Important Information

Please read this before completing your Rooming House Agreement

Dear xxxxx,

If you rent a house, unit, share house and room in South Australia there are rules that must be followed.

These rules are set out in the Residential Tenancies Act 1995 (SA).

- The Rooming House Agreement forms a binding contract under the Residential Tenancies Act 1995 (SA).
- Special Terms, House Rules and The Resident Handbook forms a part of your lease, by signing the tenancy agreement you are accepting the terms and conditions set out in these documents as well
- If you need advice on your rights and responsibilities, you may call Consumer and Business Service on **131 882** or [tenancy.advice@agd.sa.gov.au](mailto:tenancy.advice@agd.sa.gov.au)
- Please **initial** every single page and **sign and date** under your name on the signature page. Please ensure that you have someone **witness** below your signature.
- Please **sign** the forms enclosed below

Enclosed below:

1. Rooming Accommodation Agreement
  - a. Rooming Accommodation Details
  - b. Standard Terms
  - c. Special Terms
  - d. Appendix - House Rules
2. Fire Evacuation Acknowledgement
3. Acknowledgement Documents

## Rooming House Agreement

### Part 1 Rooming Accommodation Details

#### Item 1 – Landlord/Provider

Name/	C/O Unilodge – Student Living
Address	30 Victoria Street Adelaide SA 5000
Phone	+61 8 8385 9007
Email	<a href="mailto:studentliving@unilodge.com.au">studentliving@unilodge.com.au</a>

#### Item 2 - Tenant

Tenant	XXXXXX
Phone	XXXXXX
Email	XXXXXX

#### 2.1 Tenant's Representative for Notices/Emergency Contact

Name	XXXXXX
Relationship to Tenant	XXXXXX
Address	XXXXXX
Phone	XXXXXX
Email	XXXXXX

#### Item 3 – Provider's Agent

Name/Trading Name	UniLodge – Student Living
Address	30 Victoria Street Adelaide SA 5000
Phone	+61 8 8385 9007
Email	<a href="mailto:studentliving@unilodge.com.au">studentliving@unilodge.com.au</a>

#### Item 4 – Address of the Rental Premises

Accommodation Type	X Bedroom Apartment		
Room Number	x	Apartment Number	xxx
Address	92 Gray Street, Adelaide SA 5000		

#### 4.1 Inclusions provided

The Rent is inclusive of the following services and facilities:

- Fully furnished private bedroom and apartment common areas – Refers to **Condition Report**;
- Air Conditioning and Heating;

**Item 5 – Lease Term**

<b>Lease Term</b>	The term of the agreement is fixed
<b>Starting on</b>	dd/mm/20xx
<b>Finishing on</b>	dd/mm/20xx

**Item 6 - Rent**

<b>Rental Payment</b>	\$xxx.00 per week
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**Item 7 - Rent Package**

The Rent includes the accommodation specified in Item 4.1
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**Item 8 – Rent Payment**

<b>Payment Term</b>	<b>Weekly;</b> Rent payable in advance starting on <b>XX/XX/XX (SAME AS LEASE START DATE)</b>
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The Tenant is not required to pay more than 1 week rent until the end of the last rental period ends (unless the Tenant elects to do so).

**Item 9 – Method of Rent Payment**

9.1 The Tenant can pay the rent by:

<b>Direct Debit</b>	You can arrange for Console Pay to deduct your rent automatically and you can arrange this by contacting reception.
<b>Telegraphic Transfer</b>	Online or at the bank to deposit rent payment into the nominated UniLodge Bank Account (please refer to 9.2 for details)

For any other payment methods, please contact reception staff for details.

**9.2 Details for Telegraphic Transfer**

<b>Bank &amp; Address</b>	St George Bank – 97 King William Street, Adelaide SA 5000
<b>Account Name</b>	UniLodge South Australia Pty Ltd
<b>BSB</b>	105-900
<b>Account Number</b>	173 539 940
<b>SWIFT Code</b>	SGBLAU2S
<b>Payment Reference</b>	XXXXX

**Item 10 – Place of Rent Payment**

If the Tenant elects to make rental payments via other methods in Item 9.1, the place of rent payment will be: UniLodge – Student Living, 30 Victoria Street, Adelaide SA 5000. If the Tenant wishes to pay via EFTPOS – the card must be present during the transaction and a fee of 2.31% is added to ALL transactions.

**Item 11 – Rent Increases**

The rent cannot be increased during the term of this agreement.

**Item 12 – Rental Bond**

The Rental Bond payable by Tenant on signing this agreement is:

<b>Rental Bond Amount</b>	\$XXX.XX
<b>Bond Payee</b>	Provider's Agent Bank Account (refer to Item 9.2)
<b>Payment method</b>	As per Item 9.1

Provider's Agent will lodge the bond to the Consumer and Business Service (CBS)

The maximum bond payable is equivalent to 2 weeks rent.

### **Item 13 – Services to be provided**

As detailed in Item 4.1

### **Item 14 – Utility services for which the Tenant must pay**

The Tenant must pay for all services and connections to the Premises to include but not limited to electricity and internet costs unless otherwise agreed to within this agreement.

Electricity is NOT included in your rent. Each apartment is individually metered and invoiced by the supply company directly.

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

### **Item 15 – House Rules**

The Tenant has been provided with a copy of the House Rules – Appendix 1

### **Item 16 – Number of people in accommodation**

16.1 Number of persons allowed to reside in the room: 1

16.2 Number of persons allowed to reside at the premises: 3 Bedroom Apartment = 3, 4 Bedroom Apartment = 4

### **Item 17 – Pets**

17.1 No pets are to be kept in the room or elsewhere in the apartment or the building.

17.2 The types and number of pets that may be kept: **NONE**

### **Item 18 – Mattress Protector and/or Shower Curtain**

18.1 Tenant is required to purchase 1 mattress protector per bed and 1 shower curtain [if applicable] per bathroom/shower. This information will be outlined in your Letter of Offer prior to accepting the renting of the apartment/bedroom.

Part 2 Standard Terms

Division 1 Preliminary

1 Interpretation

In this agreement –

- (1) a reference to the rental premises includes a reference to any inclusions for the rental premises stated in this agreement for item 4.2; and
- (2) a reference to a numbered section is a reference to the section in the Act with that number; and
- (3) a reference to a numbered item is a reference to the item with that number in part 1; and
- (4) a reference to a numbered clause is a reference to the clause of this agreement with that number.

2 Terms of a rooming accommodation agreement

- (1) This part states, under the Residential Tenancies Act 1995 (the Act), Part 7 – Rooming Houses, the standard terms of a rooming accommodation agreement.
- (2) The Act also imposes duties on, and gives entitlements to, the Provider and Tenant that are taken to be included as terms of this agreement.
- (3) The house rules for the rental premises are taken to be included as terms of this agreement.
- (4) The Provider and Tenant may agree on other terms of this agreement (special terms).
- (5) A duty or entitlement under the Act overrides a standard term or special term if the term is inconsistent with the duty or entitlement.
- (6) A standard term overrides a special term if they are inconsistent.

Division 2 Period of rooming accommodation agreement

3 Start of rooming accommodation agreement

This agreement starts on the day stated in this agreement for item 5.

4 Entry condition report

- (1) This clause applies only if a rental bond is payable, or has been paid, under this agreement.
- (2) The Provider must prepare, in the approved form, sign and give the Tenant 2 copies of a condition report for the room.
- (3) The Tenant acknowledges and agrees that it received two (2) signed copies of the inspection sheet upon entering into this agreement.
- (4) 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 Provider not later than 14 days after the later of the following days –
  - (a) the day the Tenant is entitled to occupy the room;
  - (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 room when the rooming accommodation agreement started.

- (5) After the copy of the condition report is returned to the Provider by the Tenant, the Provider must copy the condition report and return it to the Tenant within 14 days.

5 Continuation of fixed term agreement

- (1) This clause applies if –
  - (a) under this agreement, rooming accommodation is provided to the Tenant for a fixed term; and
  - (b) neither the Provider nor the Tenant gives the other party a notice under section 83A (for landlords) or section 86A (for Tenants) ending the agreement or agrees in writing with the other party to end the agreement.
- (2) This agreement continues to apply after the last day of the term, as a periodic agreement, on the same terms on which it applied immediately before the last day of the term, other than the term about the fixed term.

Division 3 House Rules

6 House Rules

- (1) The Tenant must comply with the house rules for the rental premises.
- (2) The Provider must give the Tenant a copy of the house rules
- (3) The Provider or the Provider's agent for the rental premises must ensure a copy of the house rules for the rental premises is displayed, at all times, at a place in the rental premises where it is likely to be seen by the Tenants.
- (4) At least 7 days before making any changes to the house rules for the rental premises, the Provider must give a notice to the Tenant stating the following –
  - (5) A variation of a house rule; or
  - (6) The addition to the house rules of a new rule; or
  - (7) The revocation of an existing house rule

Division 4 Mutual rights and obligations of Providers and Tenants

Subdivision 1 Rent and other charges

7 When, how and where rent must be paid

- (1) The Tenant must pay the rent stated in this agreement for item 6.
- (2) The rent must be paid at the times stated in this agreement for item 8.
- (3) The rent must be paid –
  - a. in the way stated in this agreement for item 9; or
  - b. in the way agreed after the signing of this agreement by –
- (4) the Provider or Tenant giving the other party a notice proposing the way; and
- (5) the other party agreeing to the proposal in writing; or
- (6) The rent must be paid at the place stated in this agreement for item 10.
- (7) However, if, after the signing of this agreement, the Provider 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.

first week of the period of accommodation under the agreement.

8 Rent Receipt/ statement –

The Provider must at the reasonable request of the Tenant, give the Tenant a statement of the relevant information for each payment made during the period specified in the request.

Note –

The statement must be given to the Tenant within 48 hours of the making of the request.

## 9 Rent in advance –

The Provider must not demand or require Tenant to pay more than 1 weeks rent before the end of the current week's rent.

## 10 Rent increases –

- (1) If a Provider proposes to increase the rent, the Provider must give notice of the proposal to the Tenant.
- (2) The notice must state –
  - (a) the amount of the increased rent; and
  - (b) the day, not earlier than 4 weeks after the day the notice is given, from which the increased rent is payable.
- (3) Also, if this agreement is for a fixed term, the rent may not be increased before the term ends unless –
  - (a) this agreement states for item 11 rent can be increased; and
  - (b) this agreement states for item 11 the amount of the increase or how the amount of the increase is to be worked out; and
  - (c) the increase is made in accordance with this agreement.
- (4) The Tenant is not required to pay the increase unless it is made in accordance with this clause.

## 11 Rent decreases –

- (1) This clause applies if –

A service provided to the Tenant under this agreement is no longer available or is withdrawn, or the standard of the service substantially decreases, other than because the Tenant has not met the Tenant's obligations under this agreement.
- (2) The rent payable under this agreement decreases by the amount, and from the time, agreed between the Provider and the Tenant.
- (3) If the Provider and the Tenant cannot agree on the amount or time for the decrease, the Tenant may apply to a tribunal for an order decreasing the rent by a stated amount from a stated time.

## Subdivision 2 Bonds

### 12 Rental bond required –

- (1) If a rental bond is stated in this agreement for item 12, the Tenant must pay to the Provider or the Provider's agent the rental bond amount –
  - (a) Bond amount must not exceed 2 weeks rent under a rooming house agreement
  - (b) Providers must, within 48 hours after receiving an amount paid by way of a bond, give the person who paid a receipt.
- (2) The Provider or the Provider's agent must, within 4 weeks of receiving the bond or a part of the bond, lodge any bond paid to Consumer and Business Services
- (4) The bond is intended to be available to financially protect the Provider if the Tenant breaches this agreement.

#### Example –

The Provider may claim against the bond if the Tenant does not leave the room in the required condition at the end of the rooming accommodation agreement.

## Subdivision 3 Rights and Obligations of Provider and Tenants

### 13 Provider's Obligation –

The Provider has the following obligations -

- (1) Will not unreasonably restrict, or interfere with
  - (a) The quiet enjoyment of a room or facilities at the rooming house by the Tenant; or
  - (b) The reasonable peace, comfort or privacy of the Tenant in the Tenant's use of a room or facilities at the rooming house; and

To ensure that the Tenant has reasonable access (at all times) to the Tenant's room, and to the toilet and bathroom facilities; and
- (2) Will exercise his or her right of access to the Tenant's room in a reasonable manner and will stay in the room longer than is necessary to achieve the purpose of entry without the Tenant's consent
- (3) To take reasonable steps to ensure the security of the Tenant's room and the Tenant's personal property in the room;
- (4) To take reasonable steps to ensure the Tenant's room and common areas and facilities provided in the room and areas –
  - (a) Are kept safe and in good repair; and
  - (b) Subject to any agreement with the Tenant about cleaning the Tenant's room or common areas or facilities – are kept clean;
- (5) For subclause (7) (b), an agreement about cleaning common areas may be made only for a common area used by the Tenants and a minority of other Tenants of the Provider.

#### Example for subclause (8) –

Four Tenants have individual rooms opening out onto a living and kitchen area which is available for use only by those Tenants. The Provider and the four Tenants may agree that the cleaning of the living and kitchen area is to be done by the four Tenants.

- (6) Comply with statutory requirements affecting the rooming house; and
- (7) Give the Tenant not less than 14 days' notice of renovations to be carried on at the rooming house; and
- (8) If required to carry out repairs to shared bathroom, toilet or laundry facilities, minimize inconvenience or disruption to the Tenant and, if necessary, provide temporary substitute facilities.

### 14 Sales of rooming house –

- (1) The Provider will give the Tenant written notice of the Provider's intention to sell the rooming house not later than 14 days after the proprietor enters into a sales agency agreement for the sale of the premises; and
- (2) The rooming house will not be advertised for sale or made available for inspection by prospective purchasers before the day falling 14 days after the Tenant is notified of the Provider's intention to sell the rooming house.
- (3) If the rooming house is sold, the Provider will give the Tenant written notice of the name of the purchaser and the date from which rent is to be paid to him or her.

### 15 Tenant's obligations –

The Tenants of the rooming house MUST –

- (1) Pay the rent when it is due;
- (2) Obey the house rules;
- (3) Number of occupants allowed - No more than the number of persons stated in this agreement for item 16 may reside in the room.

- (4) Not use the rooming house, or cause or permit the rooming house to be used, for an illegal purpose; and
- (5) Not keep an animal on the rooming house premises without the Provider's consent; and keep the Tenant's room and the share common area/ facilities in a condition that does not give rise to a fire or health hazard; and

*Example of a fire hazard –*

- (a) Allowing newspaper to build up in the Tenant's room
- (b) Blocking access to the Tenant's room
- (6) Notify the Provider of damage to the rooming house or to property provided by the Provider for use by the Tenant;
- (7) Allow the Provider reasonable access to the Tenant's Room;
- (8) To keep the Tenant's room and included shared facilities clean, having regard to their condition at the start of this agreement.

## 16 Supply and changing the locks and keys

- (1) The Provider must supply and maintain all locks necessary to ensure the Tenant's room is reasonably secure.
- (2) The Provider must give the Tenant a key for each lock that secures entry to the Tenant's room and a building or building within which the Tenant's room and common areas are situated.
- (3) Neither the Provider nor the Tenant will alter or remove a lock or a security device or add a lock or security device without the consent of the other; and
- (4) Neither the Provider nor the Tenant will unreasonably withhold his or her consent to the alternation or removal of a lock or security device by the others; and

## Division 5 Termination of rooming house agreement

### 17 Termination of rooming house agreement –

This agreement ends only if –

- (1) The Tenant and the proprietor agree in writing; or
- (2) A tribunal makes an order terminating this agreement; or
- (3) A Tenant has abandoned the Tenant's room; or
- (4) If the rent has been unpaid for at least 7 days, and Provider have either made reasonable attempts to contact the Tenant without success, or the Tenant has advised proprietor that they have abandoned the room, the Tenant will be taken to have abandoned the room.
- (5) A Tenant falls behind in their rent by a period of at least 2 weeks, the Provider may give the Tenant a written notice informing the Tenant that if the amount owing is not paid within a specified period (at least 2 clear days) of receiving the notice, the rooming house agreement is terminated at the end of the specified period by force of the notice; and The Tenant must vacate the premises at the end of the specified period.
- (6) A Tenant, or someone they have invited into the rooming house, causes serious damage to the rooming house, creates a danger to a person or property in the rooming house, or seriously interrupts the privacy, peace, comfort or quiet enjoyment of another Tenant, the Provider may give the Tenant a written notice informing the Tenant that the rooming house agreement is terminated at the end of the specified period by force of the notice; and The Tenant must vacate the premises at the end of the specified period.

## 18 Condition room must be left in

At the end of this agreement, the Tenant must leave the Tenant's room and inclusions, as far as possible, in the same or better condition they were in at the start of this agreement.

## Part 3 Special Terms

### Resident Handbook & The House Rules

- ☐ The House Rules (Appendix 1) and the UniLodge Student Living Resident Handbook (emailed to Tenant) forms part of this lease and Tenants have read all terms and conditions accepted and abided by as a Tenant of UniLodge Student Living.

### Common Areas

- ☐ The Tenant agrees that the common areas are intended for use by all Tenants and the quiet, safety and enjoyment must not be prohibited.

### Cleanliness

- ☐ The Tenant agrees to take the premises in the condition as stated on the condition report.
- ☐ The Tenant must give back the premises to the provider in a reasonable condition and in a reasonable state of cleanliness. If the carpet is in our opinion not in a reasonable state of cleanliness at the end of the tenancy, the Tenant will be required to steam clean them as they were done at the commencement of the tenancy.

### Damages and Maintenance

- ☐ For all maintenance issues please contact Reception and complete a Maintenance Request Form
- ☐ Costs to fix damage or maintenance in the apartment caused by the Tenant will be charged to the Tenant.
- ☐ If the damage or maintenance has occurred in the common areas of a multi share apartment the cost will be charged to the responsible Tenant. If the damage or maintenance is not claimed by an individual Tenant/s then the charge will be shared equally across all Tenants of the apartment.

### Fire Alarms

- ☐ If, due to the actions of the Tenant, a fire alarm within the building is triggered and, as a result, the relevant fire authority charges UniLodge Student Living a false call-out fee or any other fee or penalty associated with the triggered alarm, the Tenant will reimburse to UniLodge Student Living the full extent of those fees or penalties within 14 days of receipt of an invoice from UniLodge Student Living. Fees and penalties can be in excess of AUD\$1500.

### Keys/ Access cards

- ☐ Access card/s to your room / apartment will be issued at check in time. If your Access cards is lost or stolen, the access card/s need to be replaced at the Tenant's cost. It will cost the Tenant between \$50.00 and \$150 to replace the access cards.
- ☐ Apartment/Bedroom keys will be issued at check in time. If your keys are lost or stolen, you must report this immediately to the Student Living office. The office will arrange a locksmith to attend to rekey the locks at the expense of the tenant. This charge can be from \$50.00 to \$350.00 + GST. Once the keys are re-issued, the tenant will be required to attend the Student Living office to re-sign new keys out. Payment will be required within 7 days of completed job. Payment can be made the same way as your rent structured in the lease agreement.
- ☐ Do not, under any circumstances, lend your access card to another person. This compromises the integrity of the security of the complex and can put the safety of all Tenants at risk.

### Reference Number

- ☐ Payment reference number stated on the item 9.2 is to be used at all times when depositing rents, fees or any other charges in to UniLodge Student Living Account, to enable all payments to be identified. If Tenants do not use this reference number, we may not be able to allocate the rent, and this may result in falling behind in rent payment and possible eviction proceedings.

### Personal Information

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

### Tenant Responsibilities and Obligations

- ☐ The Tenant uses and occupies the room, the apartment, the common areas and equipment provided at his or her risk.
- ☐ The Tenant releases the Provider/Manager from any claim for injury or loss of property which the Tenant has, claims or suffers during the term of this agreement except where it is caused as a result of the negligence of the Provider/Manager.
- ☐ Pay the rent by the due date and by the agreed method of payment
- ☐ Do not use the premises for illegal purposes
- ☐ Do not cause a nuisance or interfere with the reasonable peace, comfort or privacy of any other Tenant
- ☐ Keep the premises and inclusions clean
- ☐ The Tenant agrees that cleaning of common area spaces inside any multi share apartment remains the responsibility of all Tenants in that apartment as this space is provided to only a minority of the Providers Tenants.
- ☐ All guests/visitors must abide by the rules of the building and Tenants are responsible for their guests' behaviour
- ☐ Do not intentionally, maliciously or negligently damage, or allow anyone else to intentionally, maliciously or negligently damage, the premises or inclusions
- ☐ Abide by the rules of the Rooming House Agreement and rules and regulations of the building

- ☐ Only use the premises for residential purposes unless otherwise agreed in writing
- ☐ Report to UniLodge Student Living any damage/maintenance issues to your apartment immediately
- ☐ Report any damage/required maintenance of building common areas immediately
- ☐ No additional hooks or nail of any type are to be placed in wall, doors or ceiling for the purpose of hanging pictures, plants or anything similar. Should the Tenant not comply with the above instructions, the landlord reserves the right to have the walls or ceiling professionally restored at the Tenants' expense.

#### **Smoking**

- ☐ Smoking is prohibited inside the premises at all times. This includes all apartments, in door common areas and fire stairs.

#### **Smoke Detectors**

- ☐ The Tenant acknowledges that it is an offence to tamper with, cover or remove any fire detector, smoke alarm or sprinkler. Fines will apply.

#### **Sub-letting**

- ☐ The Tenant may not grant other person/s a license to occupy or use the whole or part of the premises for the Tenant's commercial gain, whether by written or verbal agreement with the other person/s, without the lessor's consent having first been obtained. The lessor must act reasonably.

#### **Tradesman Access**

- ☐ The Tenant agrees to permit access to all tradesmen when required. Should the Tenant not be home when the tradesmen have arranged to be at the property, the Tenant agrees to allow access to the tradesman with UniLodge's Access card'

#### **Terminating an Agreement or Breaking a fixed term lease**

- ☐ If a Tenant wishes to end the agreement early they must sign and return a Tenant Agreement Break Lease Notice Form, which can be obtained from Reception. As per the procedure outlined in the form UniLodge Student Living can assist the Tenant with Tenancy take overs, however UniLodge Student Living makes no guarantees about finding a replacement Tenant and encourages the Tenant to conduct their own search for a replacement Tenant e.g. advertising on social media.
- ☐ All replacement Tenants must be:
  - ☐ Enrolled as either a fulltime, part-time or casual student and be able to prove their study status
  - ☐ Same gender student must apply e.g. Male with Male

New UniLodge Student Living Tenants e.g. The replacement Tenant cannot be a person who already resides at UniLodge or who has a confirmed booking held with UniLodge Student Living.
- ☐ Payment for breaking the agreement:
  - ☐ Any rent which falls due until the new Tenant is found; and
  - ☐ A pro rata letting fee up to the equivalent of two (2) weeks rent (as calculated by the Residential Tenancy Tribunal Formula)
  - ☐ Any advertising costs associated with the re-letting of the premises.
  - ☐ Any other costs reasonably incurred by the Landlord as a result of the breach by the TENANT.

#### **Vacating your apartment at the end of the lease**


- ☐ The unit has been professionally cleaned prior to your arrival and must be returned at the same or better condition at the end of the lease agreement.
- ☐ Tenant may elect to have UniLodge Student Living organize a professional end of lease clean. See Reception for prices.
- ☐ If the Tenant elects to undertake their own cleaning of the apartment, a cleaning checklist is to be obtained from reception. UniLodge Student Living reserves the right to deduct appropriate costs from the rental Bond should the apartment not meet the expected standard after the Tenant has cleaned.
- ☐ If additional cleaning is required in the apartment common areas and responsibility is not claimed by an individual/s then the services will be shared equally across all Tenants of the apartment.
- ☐ The Tenant must remove all their belongings by the date and time stated in this agreement.
- ☐ Return all security access swipe cards to building management on the lease ending date.

Checklist Access Cards/Key(s) provided	<input type="checkbox"/>	Yes, __ Access Card/ __ Key(s)
Ingoing Inspection Report provided – 2 copies	<input type="checkbox"/>	Yes, 2 copies
Consumer & Business Services Brochure provided	<input type="checkbox"/>	
Student Handbook provided	<input type="checkbox"/>	Emailed in Letter of offer
Copy of the lease provided	<input type="checkbox"/>	Yes

### Signature of Manager/Provider

<b>Name/trading name</b>	UniLodge Student Living
<b>Signature</b>	
<b>Date</b>	____/____/____

### Signature of Tenant

<b>Name</b>	<<TENANT NAME>>
<b>Signature</b>	
<b>Date</b>	____/____/____

## Appendix 1

### UniLodge Student Living – House Rules

#### Introduction

The House Rules (Rules) are a supplement to the Agreement and form part of the Residential Tenancy Agreement and any applicable legislative provisions aimed at providing guidance and additional information on UniLodge Student Living policies and procedures.

Tenants are required to comply with the House Rules during their stay. Any failure by Tenants to comply with these Rules will constitute a failure to comply with the provisions of the Residential Tenancy Rooming House Agreement and may lead to disciplinary action including termination of a Tenant's right to reside in the Property.

UniLodge Student Living Management will give 7 day's written notice to any updates to the Rules. If the update relates to risk and safety, the amendment to the Rules will come into effect immediately.

#### 1 Property Induction

Tenants are required to attend compulsory induction at the beginning when signing your lease. Induction cover general fire safety, maintenance, handbook information, health and safety and support service, etc.

#### 2 Property Access and Security

UniLodge Student Living has policies and procedures in place to provide Tenants with a safe and secure environment. However, Tenants must ensure the following measures are taken to maintain an appropriate level of security:

- (1) Room Access card/Key must not be left unattended;
- (2) Room Access card/Key are for individual use only and must not be shared with other Tenants or non-Tenants;
- (3) Ensure that the apartment/ room door closes and lock behind them when leaving or entering;
- (4) Tenants must NOT allow anyone to follow them into the property;
- (5) Tenant must not access unauthorized areas of the property (i.e. roof areas not designed for Tenant's use, back office, control rooms etc.) under any circumstances
- (6) Tenant must not obstruct access to fire exits, property access points or Room/apartment doors.
- (7) If Tenant is locked out of the room, please contact the Residential Advisors or Reception Staff to gain access to the Room and appropriate identification MUST be provided.
- (8) Cost of replacement for lost Access card and lock out fees are:
  - (a) Access Card – cost between \$50.00 - \$100.00 per card
  - (b) During office Hours – FREE of cost
  - (c) After Hours Lock out fees
    - \$60.00 (Monday to Saturday)
    - \$100.00 (Sunday and Public Holiday)
- (9) Lockout Fees APPLY – No Exceptions – Fees to be pay within 48 hours.
- (10) Tenants must report any suspicious people or behavior to the UniLodge Student Living staff; trespassers and any persons deemed to be unauthorized by staff will be asked to leave the property immediately.

Please be aware above prices are subject to change.

#### General Information of Occupancy

##### 3 Additional Furniture

The installation of other furniture into a Tenant's apartment is not permitted unless a written application (with dimensions and all applicable details) is submitted to and approved by UniLodge management.

##### 4 Absent from Your Apartment

If you intend to leave your unit for longer than 3 nights, please ensure you advise reception. You will need to fill in an extended leave form and 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.

Every request will be looked at separately depending on the size of the unit and furniture required.

##### 5 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 Tenant 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:

- (1) 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.
- (2) If you feel the matter has not been dealt with, inform the person that you will take the matter to UniLodge staff
- (3) If you feel the matter has not been dealt with, you can take the matter to the Property Manager of UniLodge Student Living and submit a 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: studentliving@unilodge.com.au

The house rules, and the following, form part of your lease agreement with UniLodge. Please read these rules and if you have any questions or need a translator advise reception.

##### 6 Internet

Tenant must pay for all services and connections to the Premises with regards to internet, satellite TV and telephone costs unless otherwise agreed to within this agreement.

##### 7 Utilities

- (1) Water Usage – Tenants must ensure that all taps and showers are turned off completely and not left dripping. Toilets have a dual flush function – a half flush instead of a full flush will save 9 litres of water each time it is used. If there are any dripping or leaking taps, please report them to UniLodge Student Living as a matter of urgency.
- (2) Electricity Usage – To avoid excessive and unnecessary electricity wastage, all Tenants must seek permission for any additional appliances to be kept in the room (i.e. fridges).
  - (3) Garbage Collection – All Tenants of the Property are responsible for placing their rubbish in the waste bin on the ground floor provided. All Tenants must place recyclable rubbish only in the recycle bins provided.

##### 8 Room Moving Fee

If you wish to upgrade or simply move to a different room, you can request for a room move by simply sending us an email or speak to our Reception staff. All requests will need to be submitted in writing and are subject to availability. You will be required to pay a room move fee and organize departure cleaning from your current room.

## 9 Room Inspection and Access to Tenant Rooms

UniLodge conduct regular room inspections to identify potential issues and hazards and ensure that health, safety and cleanliness standards are maintained at a high level.

Tenants are expected to pass inspections and adhere to the prescribed standard. Repeated failure to pass inspections will result in charges for professional cleaners and/ or removal lists to return the room to the original condition.

UniLodge Student Living reserves the right to enter any room on the following basis:

Reason for Entry	Notice Period
General Inspection	7 days
UniLodge repairs and maintenance	48 hours
Tenant requested maintenance	None
Emergencies (determined by UniLodge team at the discretion) i.e.: urgent repairs, concerns around Tenant's health and welfare	None
Civil and Administrative Tribunal Order	None

## Rules of Occupancy

### 10 Access to other Apartments

Entering another Tenant'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, in particular theft, all Tenants should keep their doors closed and locked regardless of whether or not they are in their apartment.

### 11 Alcohol

UniLodge Student Living promotes the responsible consumption of alcohol for Tenants over the age of 18. UniLodge opposes excessive consumption of alcohol and binge drinking, as we are home for all Tenants and should not be treated as a drinking place. All Tenants should be able to study and sleep without being disturbed by other Tenants. 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. Alcohol is NOT permitted in any area outside of Tenant Apartments/ Bedrooms.

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 misbehavior. The full consequences will apply for misbehavior following any destructive or socially unacceptable acts, inclusive of where the Tenant cannot remember the wrongdoing. Kegs, funnels, yard glasses, beer bongs 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 Student Living 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 end any activity at any time that is deemed in breach of this policy.

All empty glass bottles and cans must be properly disposed of in the recycling bin on the ground floor.

## 12 Behaviour

Tenants must agree to abide by the code of behavior. Acceptable behavior includes not interfering with another person's living conditions or personal security. Unacceptable behavior 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.

## 13 Gambling and Gaming

Gambling is not permitted on the premises. Any member of UniLodge Student Living 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.

## 14 Cleaning

All Tenants are responsible for the day-to-day cleaning of their apartment, rooms and shared areas clean to ensure the prescribed standards of hygiene and cleanliness are maintained.

For extra help with cleaning please contact Reception for details and cost of our appointed cleaners. You can borrow a vacuum cleaner from reception.

## 15 Common Property

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

## 16 Departure Clean

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 and carpet steam cleaning. (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.

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

## 17 Drugs & Illegal Substances

The use of / or being under the influence of any illegal substance in the building is strictly forbidden. Under NO circumstances are any illegal substances permitted within the complex. Failure to comply may result in eviction

If you feel you are becoming addicted to drugs (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.

## 18 Eligibility of Tenants

- (1) All Tenants and other occupants must be registered and sign a Residential Tenancy Rooming House Agreement.
- (2) Tenants must not sub-let the apartment and have more the allowed number of Tenant stays in the apartment under any circumstances.

## 19 Events in the Room

Tenants may hold small events in their room without filling out an event request form. A small event is deemed to be

- (1) no more than 3 extra guests in a 3 bedroom apartment
- (2) no more than 2 extra guests in a Studio and a Two Bedroom apartment

If an event is being held with more people than the guidelines above, an event request form must for completed at reception. Any in-room event which has the potential to be disruptive to the community should instead take place in a common area.

## 20 Exam and Study Time

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

## 21 Furniture & Equipment

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

## 22 Noise

All Tenants must observe consideration for their neighbors. If a Tenant is asked to reduce noise from any area within the building by other Tenants, Residential Advisors or management staff, they must do so immediately. Excessive noise is a breach of the Residential Tenancy Rooming House Agreement. If you believe someone is causing noise pollution, please contact Reception or Residential Advisor on duty. If the issue persists, please contact the local Police on 131 444.

No excessive noise is permitted as follows hours:

- (1) Monday to Thursday before 7:00am and after 10:00pm;
- (2) Friday, Saturday & Public Holidays before 9:00am and after 11:00pm;
- (3) Sunday before 9:00am and after 10:00pm.

**Please use common sense and consideration.**

## 23 Non-Tenants of UniLodge

Unfortunately, it is common for problems associated with social gatherings to be linked to guests of Tenants. We have several rules that apply to non-Tenants.

Hosts should be aware of these rules:

- (1) Tenants and their guests at UniLodge are to show respect for each other and for our building as members of the UniLodge community.
- (2) Tenants are responsible for their guests and will be held financially accountable for any misconduct on their part.
- (3) Tenants are also responsible for the conduct of their guests and any misconduct, injury to any person or property damage, which they cause.
- (4) Any person whose behavior is unacceptable, or who is behaving in a suspicious manner will be deemed as

trespassing and will be asked to leave.

Social gatherings are an important part of university life and Tenants may gather for social occasions. Tenant's must consider the aspect of noise, security, and abide by the rules for the use of communal spaces.

## 24 Pest Control

Tenants are expected to maintain good housekeeping in their room and shared areas and ensure appropriate measures are taken to prevent infestations. If an infestation has been found to be caused by a Tenant, the Tenant will be charged for the cost incurred to eradicate the infestation.

## 25 Overnight Guests

If you are residing within a three bedroom share apartment, an overnight guest is **NOT** allowed.

All Tenants must complete a guest request form available from reception and have their guest approved by UniLodge Student Living 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 Student Living and will not be permitted to be signed in by another Tenant to extend their stay at the property.

Overnight stays during examination periods will be considered on a case by case basis.

All guests must obey all of UniLodge rules and regulations on the lease agreement, the House Rules and the UniLodge Student Living Tenant Handbook. Tenants 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 Student Living can be asked to leave at any time.

## 26 Pets

Pets or animals are not accepted at UniLodge Student Living – this includes fish.

Guide dogs and other registered assistance animals permitted – if required please inform the team at UniLodge Student Living and obtain a registration form.

## 27 Smoking

Smoking of any substance, including e-cigarettes is strictly prohibited in the room and or apartment and all buildings, including all indoor and outdoor common areas such as balconies. 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 Tenant responsible.

However, if Tenants must smoke, they must exit the building and away from the front door of the building.

## 28 Visitors

Tenants 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 Student Living Tenant Handbook. **All visitors must leave by 10pm.** All unwanted visitors or trespassers should be reported to UniLodge Student Living. If you are expecting visitors, you must personally come down to reception to verify and pick up their visitors.

## Building Facilities

### 29 Common Property

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

### 30 Reception

Our staff will assist with questions and queries regarding the property, and have a range of knowledge regarding the local area, medical assistance, food, travel, general information etc.

Reception hours are as follows:

Monday to Friday	8:30am – 4:30pm
Saturday / Sunday	Closed
Public Holidays	Closed

### 31 Mail Boxes

The mail boxes for each individual apartment are located on the ground floor. Tenant # 1 received the key for the letter box, but this key must be shared amongst the other tenants in the apartment. Please leave the key in a common area for all to use.

UniLodge Student Living accepts no responsibility for any lost, damaged, misplaced or misdirected mail or items delivered to the Property. Any mail not addressed to a Tenant registered with UniLodge Student Living will be returned to the sender. All mail not collected within one calendar month will be returned to the sender.

### 32 Laundry Facilities

Tenants are required to provide their own laundry detergent/ powder and any other laundry product they wish to use.

- (1) Tenants must not leave items in the machine after the cycle is finished;
- (2) Tenants are always to keep the laundry area clean and tidy and not to store personal items in the laundry area;

## Emergency Procedures

### 33 Assembly Location

If you are instructed to evacuate the building, make your way to the nearest FIRE EXIT and continue down the stairs to Ground Level. Please assemble at the an area away from the building on North Terrace.

### 34 When you hear the Fire Alarm:

- (1) Turn off all electrical/gas appliances
- (2) Check your apartment for smoke and fire
- (3) Close your apartment door and proceed to the nearest fire exit, checking for smoke and fire
- (4) Assist any person (only if safe)
- (5) Evacuate to assembly area via Fire Stairs – as directed
- (6) Remain at assembly area until the Emergency Services state it is safe to re-enter the building
- (7) Listen to ALL directions from Emergency Services Personnel

**DO NOT USE THE LIFTS IN ANY FIRE EMERGENCY  
IN CASE OF AN EMERGENCY DIAL 000**

### 35 Fire Sprinklers & Detectors

**Your Apartment is fitted with smoke detectors and sprinklers**

- (1) The smoke detectors and fire sprinklers are connected to a fully automatic fire alarm.
- (2) Any interference with any smoke detector or fire sprinkler is a serious breach and will incur severe fines and will put everyone else in the building at risk.
- (3) Any interference or alteration of any fire exit or fire door is also a serious breach and will incur severe fines.
- (4) Do not leave your apartment door open when cooking or boiling water, as the steam may activate the alarm, automatically calling the Fire Brigade. You will be liable for any costs incurred for the attendance of the Fire Brigade should the cause be identified to have been your fault.

- (5) Make sure you turn the range hood on and if you are experiencing a lot of smoke – open the balcony door(s)

**DO NOT TOUCH THE SMOKE DETECTORS OR FIRE  
SPRINKLERS**

**DO NOT HANG ANY ITEM ON ANY SPRINKLER DEVICE**

Touching the fire sprinkler may cause the sprinkler to activate sending hundreds of liters of water into the area, which will flood your apartment and those below. Severe damage costs will be imposed on any person who damages a fire sprinkler.

**Smoke Alarms and Fire Callouts - Every time there is a call out the Tenant must pay the callout fee, approximately from AUD\$850.00**

It is important that you understand how the fire alarm works.

### 36 Criminal Activity

Any criminal activity associated with 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.

### 37 Cooking in your apartment

All Tenants are strongly recommended to do the following:

- (1) Pull out the exhaust fan above the stove top and have it set to high
- (2) Open balcony door.
- (3) Put your air conditioner onto FAN so that it can circulate air through the apartment.
- (4) If smoke starts to build up immediately stop cooking and clear the smoke before commencing cooking.

**THE SMOKE ALARM WILL CONTINUE TO ACTIVATE IF  
THERE IS TOO MUCH SMOKE IN THE APARTMENT AND IT  
WILL BE TOO LATE TO STOP THE FIRE DEPARTMENT  
FROM ATTENDING. CALLOUT FEES APPLY.**

Please also remember that it is an offence to cover smoke alarms or tamper with the sprinklers. **You may be fined up to \$15,000 for doing this.**

## Health & Safety

As Tenants you must not partake in any act or behave in a manner 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.

### 38 Building Security

All Tenants and visitors agree to be bound by the security regulations and as instructed by management.

- Tenants must carry identification at all times and, if requested, show it to management, security or staff
- Under no circumstances may Tenants loan out their access card
- Tenants 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
- Tenants are responsible for personally letting their guest/s out of the building after hours. The issued swipe card must not be given to the guest/s to exit the building by themselves

### 39 Identification

Identification should be carried at all times as it allows management and security to determine if a person is a Tenant 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.

## 40 Informing Emergency Contact Person(S)

As a general rule, informing the nominated emergency contact person(s) is at the option of the Tenant. However, in cases where there is grave concern for the health or wellbeing of a Tenant, management may contact the emergency contact person(s) nominated by a Tenant in their Room House Agreement.

## 41 Intruders

Although we take all possible precautions, intruders may occasionally gain entry. If you see anyone behaving suspiciously, call reception during open hours or the emergency phone after hours immediately and watch the person or persons from a distance but do 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 Tenant's unit or tell them where they live - the Tenant 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 Student Living staff.

## 42 Personal belongings and Insurance

All Tenants 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 may not be covered by UniLodge policies. Any large complex is vulnerable to petty theft and unfortunately UniLodge Student Living is no exception. UniLodge is not responsible for any damage caused to your personal items during your stay with us.

Contents insurance can be purchased through UniLodge for an additional cost on top of your normal rental payments. Please contact reception for more information.

## 43 Security

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 Tenant is in the apartment or not.

## 44 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 Tenants.

UniLodge APP is the place to go to find out what is going on at your UniLodge property. Get access to important links and information, find out what events are running, and sign up and pay via our online payment gateway.

To keep the sites enjoyable and lively, please respect the rules of the various social media platforms, and also 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 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.



## STUDENT HANDBOOK DECLARATION

I/We \_\_\_\_\_

Of Apt XX [City West Apartment] \_\_\_\_\_

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

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

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

**Signature** \_\_\_\_\_

**Date** \_\_\_\_\_