

# **Toowong**

# **General Tenancy Agreement (Form 18a)**

Residential Tenancies and Rooming Accommodation Act 2008

# **Part 1 Tenancy Details**

#### Item 1 - Lessor

1.1 Lessor

Name/Trading Name	Archer St Investment Holdings as trustee for Archer St Investors Unit Trust	
Address	29 Archer Street, Toowong, QLD 4066	
Phone / Mobile	+61 7 3519 4700	
Email	toowong@unilodge.com.au	

#### Item 2 - Tenant/s

#### 2.1 Tenant/s

Tenant	{{Name_First}} {{Name_Last}}	
Phone	{{Phone_Mobile_Cell}}	
Email	{{Email}}	

#### Item 3 - Agent

#### 3.1 Agent

Name/Trading Name	BCA Management Pty Ltd trading as UniLodge Toowong	
Address	29 Archer Street, Toowong, QLD 4066	
Phone / Mobile	+61 7 3519 4700	
Email	toowong@unilodge.com.au	

### Item 4 - Notices may be given to

Notices may be given to the Lessor, Tenant/s and Agent by email as indicated in item 1, 2 or 3 above.

#### Item 5 – Address of the Rental Premises

5.1 Address of the rental premises

Room Type	{{Room_Type_Description_1}}	
Room Number	{{Room_Number}}	subject to change
Address	29 Archer Street, Toowong, QLD 4066	

#### 5.2 Inclusions provided

The rent is inclusive of the following including services outlined below:

- Fully furnished private bedroom and apartment common areas refer to Form 1a Entry Condition Report
- Electricity
- Water Hot and Cold
- Air Conditioning and Heating
- Wi-Fi Internet (unlimited)
- UniLodge Community Spirit Program refer to Resident Handbook



#### Item 6 - Lease Term

Lease Term	The term of the agreement is fixed	
Starting on	{{Contract_Date_Start_1}}	
Finishing on	{{Contract_Date_End_1}}	

#### Item 7 - Rent

Rental Payme

#### Item 8 - Rent Payment

Payment Term	Fortnightly, on the dates specified in the payment calendar.	

Rent must always be paid in advance starting from the commencement of this lease agreement.

#### Item 9 - Method of Rent Payment

The Resident can pay the rent by:

no reolaent earr pay the rent by:	<u> </u>
Direct Debit	Electronic Fund Transfer
EFTPOS	Credit Cards – payment will incur a 2.31% surcharge per
	transaction
WeChat Pay – payment will incur a 1.50% surcharge	AliPay – payment will incur a 1.50% surcharge per
per transaction	transaction
*All surcharges are subject to change	

#### Details for direct transfer:

Bank & Address	260 Queen St, Brisbane QLD 4000
Account Name	Archer St Investment Holdings Pty Ltd ATFT Archer St Investors Unit Trust
BSB	034-001
Account Number	641980
SWIFT Code	WPACAU2S
Payment Reference	{{Entry_ID}}

#### Item 10 - Place of Rent Payment

If the resident elects to make rental payments via EFTPOS, Credit Card, WeChat Pay or AliPay in Item 11, the place of rent payment will be: UniLodge Toowong, 29 Archer Street, Toowong QLD 4066.

#### Item 11 - Rental Bond

Rental bond	{{Bond}}	

#### Item 12 - Services to be provided

As detailed in Item 5.2

#### Item 13 – Individually metered services under item 12

Not Applicable

#### Item 14 – How services must be paid for

Services detailed in Item 5.2 are inclusive of rent

#### Item 15 - Number of people in accommodation

- 15.1 Number of persons allowed to reside in the room: 1; or as approved by the agent based on the room type.
- 15.2 Number of persons allowed to reside at the premises: Studio Twin Apartment = 2

#### Item 16 - Has the tenant been given a copy of the relevant by-laws

The resident has been provided with a copy of the Resident Handbook which includes House Rules

#### Item 17 - Pets

- 19.1 No pets are to be kept in the room or elsewhere in the apartment or the building.
- 19.2 The types and number of pet that may be kept: **NONE**

#### Item 18 - Nominated repairers

For all maintenance request please contact UniLodge Toowong on toowong@unilodge.com.au or call on +61 7 3519

### **Part 2 Standard Terms**

# **Division 1 Preliminary**

#### 1 Interpretation

In this agreement -

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

#### 2 Terms of a general tenancy agreement

- (1) This part states, under the Residential Tenancies and Rooming Accommodation Act 2008 (the Act), section 55, the standard terms of a general tenancy agreement.
- (2) The Act also imposes duties on, and gives entitlements to, the lessor and tenant that are taken to be included as terms of this agreement.
- (3) The lessor and tenant may agree on other terms of this agreement (special terms).
- (4) A duty or entitlement under the Act overrides a standard term or special term if the term is inconsistent with the duty or entitlement.
- A standard term overrides a special term if they are inconsistent. Note – Some breaches of this agreement may also be an offence under the Act, for example, if –
  - the lessor or the lessor's agent enters the premises in contravention of the rules of entry under sections 192 to 199; or
  - the tenant does not sign and return the condition report to the lessor or the lessor's agent under section 65.

#### 3 More than 1 lessor or tenant

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

# Division 2 Period of tenancy

#### 4 Start of tenancy

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

#### <u>5</u> Entry condition report – s 65

- (1) The lessor must prepare, in the approved form, sign and give the tenant 1 copy of a condition report for the premises.
- (2) The copy must be given to the tenant on or before the day the tenant occupies the premises under this agreement.
- (3) The tenant must mark the copy of the report to show any parts the tenant disagrees with, and sign and return the copy to the lessor not later than 3 days after the later of the following days –
  - (a) the day the tenant is entitled to occupy the premises;
  - (b) the day the tenant is given the copy of the condition report. Note – A well completed condition report can be very important to help the parties if there is a dispute about the condition of the premises when the tenancy started. For more information about condition reports, see the information statement.
- (4) After the copy of the condition report is returned to the lessor by the tenant, the lessor must copy the condition report and return it to the tenant within 14 days.

#### 6 Continuation of fixed term agreement – s 70

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

Note – For more information about the notices, see the information statement.

# Costs apply to early ending of fixed term agreement

- (1) This clause applies if -
  - (a) this agreement is a fixed term agreement; and
  - (b) the tenant terminates it before the term ends in a way not permitted under the Act.
- (2) The tenant must pay the reasonable costs incurred by the lessor in reletting the premises.

Note – For when the tenant may terminate early under the Act, see clause 36 and the information statement. Under section 362, the lessor has a general duty to mitigate (avoid or reduce) the costs.

#### Division 3 Rent

- When, how and where rent must be paid ss 83 and 85
- (1) The tenant must pay the rent stated in this agreement for item 7.
- 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 -
    - the lessor or tenant giving the other party a notice proposing the way; and
    - (ii) the other party agreeing to the proposal in writing; or
  - (c) if there is no way stated in this agreement for item 9 or no way agreed after the signing of this agreement – in an approved way under section 83(4).

Note – If the way rent is to be paid is another way agreed on by the lessor and tenant under section 83(4)(g), the lessor or the lessor's agent must comply with the obligations under section 84(2).

- (4) The rent must be paid at the place stated in this agreement for item 10.
- (5) However, if, after the signing of this agreement, the lessor gives a notice to the tenant stating a different place for payment and the place is reasonable, the rent must be paid at the place while the notice is in force.
- (6) If no place is stated in this agreement for item 10 and there is no notice stating a place, the rent must be paid at an appropriate place.

Examples of an appropriate place –

- the lessor's address for service
- the lessor's agent's office

#### 9 Rent in advance - s 87

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

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

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

#### 10 Rent increases - ss 91 and 93

- If the lessor proposes to increase the rent, the lessor must give notice of the proposal to the tenant.
- (2) The notice must state the amount of the increased rent and the day from when it is payable.
- (3) The day stated must not be earlier than the later of the following –
  - (a) 2 months after the notice is given;
  - (b) 6 months after the day the existing rent became payable by the tenant.
- (4) Subject to an order of a tribunal, the increased rent is payable from the day stated in the notice, and this agreement is taken to be amended accordingly.
- (5) However, if this agreement is a fixed term agreement, the rent may be increased before the term ends only if a special term –
  - (a) provides for a rent increase; and
  - (b) states the amount of the increase or how the amount of the increase is to be worked out.
- (6) A rent increase is payable by the tenant only if the rent is increased under this clause.

# 11 Application to tribunal about excessive increase- s 92

- (1) If a notice of proposed rent increase is given and the tenant considers the increase is excessive, the tenant may apply to a tribunal for an order setting aside or reducing the increase.
- (2) However, the application must be made -
  - (a) within 30 days after the notice is received; and
  - (b) for a fixed term agreement before the term ends.

#### 12 Rent decreases – s 94

Under section 94, the rent may decrease in certain situations *Note* – For details of the situations, see the information statement.

#### Division 4 Rental bond

#### 13 Rental bond required - ss 111 and 116

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

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

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

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

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

#### 14 Increase in bond – s 154

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

### **Division 5 Outgoings**

#### 15 Outgoings - s163

- (1) The lessor must pay all charges, levies, premiums, rates or taxes for the premises, other than a service charge.
  - Examples -

body corporate levies, council general rates, sewerage charges, environment levies, land tax

- (2) This clause does not apply if—
  - (a) the lessor is the State; and
  - (b) rent is not payable under the agreement; and
  - (c) the tenant is an entity receiving financial or other assistance from the State to supply rented accommodation to persons.

#### 16 General service charges – ss 164 and 165

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

- (a) the tenant enjoys or shares the benefit of the service; and
- (b) the service is stated in this agreement for item 12.1; and
- (c) either -
  - (i) the premises are individually metered for the service; or
  - this agreement states for item 13 how the tenant's apportionment of the cost of the service is to be worked out; and
- (d) this agreement states for item 14 how the tenant must pay for the service.

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

#### 17 Water service charges – ss 164 and 166

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

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

- (2 However, the tenant does not have to pay an amount -
  - (a) that is more than the amount of the water consumption charges payable to the relevant water supplier; or
  - (b) that is a fixed charge for the water service to the premises.
- (3) Also, the tenant does not have to pay an amount for a reasonable quantity of water supplied to the premises for a period if, during the period, the premises are not water efficient for section 166.
  - Note For details about water efficiency, see the information statement.
- (4) In deciding what is a reasonable quantity of water for subclause (3), regard must be had to the matters mentioned in section 169(4)(a) to (e).
- (5) The tenant must pay the amount of the charge to the lessor within 1 month of the lessor giving the tenant copies of relevant documents about the incurring of the amount.
- (6) In this clause -

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

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

# Division 6 Rights and obligations concerning the premises during tenancy

Subdivision 1 Occupation and use of premises

#### 18 No legal impediments to occupation - s 181

The lessor must ensure there is no legal impediment to occupation of the premises by the tenant as a residence for the term of the

tenancy if, when entering into this agreement, the lessor knew about the impediment or ought reasonably to have known about it.

Examples of possible legal impediments -

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

# 19 Vacant possession and quiet enjoyment- ss 182 and 183

- (1) The lessor must ensure the tenant has vacant possession of the premises (other than a part of the premises that the tenant does not have a right to occupy exclusively) on the day the tenant is entitled to occupy the premises under this agreement. Editor's note – Parts of the premises where the tenant does not have a right to occupy exclusively may be identified in a special term.
- (2) The lessor must take reasonable steps to ensure the tenant has quiet enjoyment of the premises.
- (3) The lessor or the lessor's agent must not interfere with the reasonable peace, comfort or privacy of the tenant in using the premises.
- 20 Lessor's right to enter the premises ss 192–199

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

Note - See the information statement for details.

#### 21 Tenant's use of premises - ss 10 and 184

- (1) The tenant may use the premises only as a place of residence or mainly as a place of residence or for another use allowed under a special term.
- (2) The tenant must not -
  - (a) use the premises for an illegal purpose; or
  - (b) cause a nuisance by the use of the premises; or Examples of things that may constitute a nuisance –
    - using paints or chemicals on the premises that go onto or cause odours on adjoining land
    - · causing loud noises
    - · allowing large amounts of water to escape onto adjoining land
  - (c) interfere with the reasonable peace, comfort or privacy of a neighbour of the tenant; or
  - (d) allow another person on the premises to interfere with the reasonable peace, comfort or privacy of a neighbour of the tenant.

#### 22 Units and townhouses - s 69

- (1) The lessor must give the tenant a copy of any body corporate by-laws under the Body Corporate and Community Management Act 1997 or Building Units and Group Titles Act 1980 applicable to
  - (a) the occupation of the premises; or
  - (b) any common area available for use by the tenant with the premises.
- (2) The tenant must comply with the by-laws.

#### 23 Number of occupants allowed

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

#### 24 Pets

- The tenant may keep pets on the premises only if this agreement states for item 17.1 that pets are approved.
- (2) If this agreement states for item 17.1 that pets are approved and this agreement states for item 17.2 that only
  - (a) a particular type of pet may be kept, only that type may be kept; or
  - (b) a particular number of pets may be kept, only that number may be kept; or
  - (c) a particular number of a particular type of pet may be

kept, only that number of that type may be kept.

### Subdivision 2 Standard of premises

#### 25 Lessor's obligations – s 185

- (1) At the start of the tenancy, the lessor must ensure-
  - (a) the premises are clean; and
  - (b) the premises are fit for the tenant to live in; and
  - (c) the premises are in good repair; and
  - (d) the lessor is not in breach of a law dealing with issues about the health or safety of persons using or entering the premises.
- (2) While the tenancy continues, the lessor must-
  - (a) maintain the premises in a way that the premises remain fit for the tenant to live in; and
  - (b) maintain the premises in good repair; and
  - (c) ensure the lessor is not in breach of a law dealing with issues about the health or safety of persons using or entering the premises; and
  - (d) keep any common area included in the premises clean.

*Note* – For details about the maintenance, see the information statement.

- (3) However, the lessor is not required to comply with subclause (1)(c) or (2)(a) for any non-standard items and the lessor is not responsible for their maintenance if –
  - (a) the lessor is the State; and
  - (b) the non-standard items are stated in this agreement and this agreement states the lessor is not responsible for their maintenance; and
  - (c) the non-standard items are not necessary and reasonable to make the premises a fit place in which to live; and
  - (d) the non-standard items are not a risk to health or safety; and
  - (e) for fixtures the fixtures were not attached to the premises by the lessor.
- (4) In this clause -

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

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

#### 26 Tenant's obligations – s 188(2) and (3)

- (1) The tenant must keep the premises clean, having regard to their condition at the start of the tenancy.
- (2) The tenant must not maliciously damage, or allow someone else to maliciously damage, the premises.

#### Subdivision 3 The dwelling

#### 27 Fixtures or structural changes - ss 207-209

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

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

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

#### Examples of terms -

- that the tenant may remove the fixture
- that the tenant must repair damage caused when removing the fixture
- that the lessor must pay for the fixture if the tenant can not remove it
- (3) If the lessor does agree, the tenant must comply with the terms of the lessor's agreement.
- (4) The lessor must not act unreasonably in failing to agree.
- (5) If the tenant attaches a fixture, or makes a structural change, to the premises without the lessor's agreement, the lessor may
  - (a) take action for a breach of a term of this agreement; or
  - (b) waive the breach (that is, not take action for the breach) and treat the fixture or change as an improvement to the premises for the lessor's benefit (that is, treat it as belonging

to the lessor, without having to pay the tenant for it).

#### 28 Supply of locks and keys - s 210

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

#### 29 Changing locks - ss 211 and 212

- (1) The lessor or the tenant may change locks if-
  - (a) both agree to the change; or
  - (b) there is a tribunal order permitting the change; or
  - (c) there is a reasonable excuse for making the change.
     Example of a reasonable excuse –
     an emergency requiring the lock to be changed quickly
- (2) The lessor or tenant must not act unreasonably in failing to agree to the change of a lock.
- (3) If a lock is changed, the party changing it must give the other party a key for the changed lock unless –
  - (a) a tribunal orders that a key not be given; or
  - (b) the other party agrees to not being given akey.

#### Subdivision 4 Damage and repairs

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

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

#### 31 Nominated repairer for emergency repairs – s 216

- The lessor's nominated repairer for emergency repairs of a particular type may be stated either –
  - (a) in this agreement for item 18; or
  - (b) in a notice given by the lessor to the tenant.
- (2) The nominated repairer is the tenant's first point of contact for notifying the need for emergency repairs.

#### 32 Notice of damage - s 217

- If the tenant knows the premises have been damaged, the tenant must give notice as soon as practicable of the damage.
- (2) If the premises need routine repairs, the notice must be given to the lessor.
- (3) If the premises need emergency repairs, the notice must be given to
  - (a) the nominated repairer for the repairs; or
  - (b) if there is no nominated repairer for the repairs or the

repairer can not be contacted - the lessor.

# 33 Emergency repairs arranged by tenant – ss 218 and 219

- (1) The tenant may arrange for a suitably qualified person to make emergency repairs or apply to the tribunal under section 221 for orders about the repairs if –
  - (a) the tenant has been unable to notify the lessor or nominated repairer of the need for emergency repairs of the premises; or
  - (b) the repairs are not made within a reasonable time after notice is given.
- (2) The maximum amount that may be incurred for emergency repairs arranged to be made by the tenant is an amount equal to the amount payable under this agreement for 2 weeks rent. Note For how the tenant may require reimbursement for the repairs, see sections 219(2) and (3) and 220 and the information statement.

# Division 7 Restrictions on transfer or subletting by tenant

- 34 General ss 238 and 240
- (1) Subject to clause 35, the tenant may transfer all or a part of the tenant's interest under this agreement, or sublet the premises, only if the lessor agrees in writing or if the transfer or subletting is made under a tribunal order.
- (2) The lessor must act reasonably in failing to agree to the transfer or subletting.
- (3) The lessor is taken to act unreasonably in failing to agree to the transfer or subletting if the lessor acts in a capricious or retaliatory way.
- (4) The lessor or the lessor's agent must not require the tenant to pay, or accept from the tenant, an amount for the lessor's agreement to a transfer or subletting by the tenant, other than an amount for the reasonable expenses incurred by the lessor in agreeing to the transfer or subletting.
- 35 State assisted lessors or employees of lessor \$237
- (1) This clause applies if
  - (a) the lessor is the State; or
  - (b) the lessor is an entity receiving assistance from the State to supply rented accommodation; or
  - (c) the tenant's right to occupy the premises comes from the tenant's terms of employment.
- 2) The tenant may transfer the whole or part of the tenant's interest under this agreement, or sublet the premises, only if the lessor agrees in writing to the transfer or subletting.

# Division 8 When agreement ends

#### 36 Ending of agreement – s 277

- (1) This agreement ends only if -
  - (a) the tenant and the lessor agree in writing; or
  - (b) the lessor gives a notice to leave the premises to the tenant and the tenant hands over vacant possession of the premises to the lessor on or after the handover day; or
  - (c) the tenant gives a notice of intention to leave the premises to the lessor and hands over vacant possession of the premises to the lessor on or after the handover day; or
  - (d) a tribunal makes an order terminating this agreement; or
  - (e) the tenant abandons the premises; or
  - (f) after receiving a notice from a mortgagee under section 317, the tenant vacates, or is removed from, the premises.

Note – For when a notice to leave or a notice of intention to leave may be given and its effect and when an application for a termination order may be made to a tribunal, see the information statement.

- (2) Also, if a sole tenant dies, this agreement terminates in accordance with section 277(7) or (8).
  - Note See the information statement for details.

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

At the end of the tenancy, the tenant must leave the premises, as far as possible, in the same condition they were in at the start of the

tenancy, fair wear and tear excepted.

Examples of what may be fair wear and tear -

- · wear that happens during normal use
- · changes that happen with ageing

#### 38 Keys

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

#### 39 Tenant's forwarding address - s 205(2)

- (1) When handing over possession of the premises, the tenant must, if the lessor or the lessor's agent asks the tenant in writing to state the tenant's new residential address, tell the lessor or the agent the tenant's new residential address.
- (2) However, subclause (1) does not apply if the tenant has a reasonable excuse for not telling the lessor or agent the new address.

#### 40 Exit condition report – s 66

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

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

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

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

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

- The tenant must take all of the tenant's belongings from the premises at the end of the tenancy.
- (2) The lessor may not treat belongings left behind as the lessor's own property, but must deal with them under sections 363 and 364.
  Note For details of the lessor's obligations under sections 363 and 364, see the information statement. They may include an obligation to store goods and may allow the lessor to sell goods and pay the net sale proceeds (after storage and selling costs) to the public trustee.

### Division 9 Miscellaneous

#### 42 Supply of goods and services - s 171

- (1) The lessor or the lessor's agent must not require the tenant to buy goods or services from the lessor or a person nominated by the lessor or agent.
- (2) Subclause (1) does not apply to a requirement about a service charge.
  - Note See section 164 for what is a service charge.

#### 43 Lessor's agent

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

#### 44 Notices

 A notice under this agreement must be written and, if there is an approved form for the notice, in the approved form.
 Note – Download approved forms via the RTA website rta.qld.gov.au.

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



#### Part 3 Special Terms

#### Resident Handbook

• The House Rules (Appendix 1) and the UniLodge Toowong Resident Handbook (emailed to resident) forms part of this lease and it is assumed these has been read and all terms and conditions accepted and abided by as a resident of UniLodge Toowong.

#### Sub-letting

The tenant may not grant other person/s a licence to occupy or use the whole or part of the premises for the resident'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.

#### **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 resident will be charged to the resident.
- If the damage or maintenance has occurred in the common areas of a multi share apartment the cost will be charged to the responsible resident. If the damage or maintenance is not claimed by an individual resident/s then the charge will be shared equally across all residents of the apartment.

#### **Fire Alarms**

• If, due to the actions of the Resident, a fire alarm within the building is triggered and, as a result, the relevant fire authority charges the UniLodge Toowong a false call-out charge or any other charge associated with the triggered alarm, the Resident will reimburse to UniLodge Toowong the full extent of those charges within 14 days of receipt of an invoice from UniLodge Toowong. The fines currently in excess of \$1200.

#### **Resident Responsibilities and Obligations**

- The Resident uses and occupies the room, the apartment, the common areas and equipment provided at
  his or her risk. The Resident releases the Provider/Manager from any claim for injury or loss of property
  which the Resident has, 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 pace, comfort or privacy of any other resident
- Keep the premises and inclusions clean
- All guests/visitors must abide by the rules of the building and residents are responsible for your guests' behaviour
- Do not intentionally, maliciously or negligently damage, or allow anyone else to intentionally, maliciously or negligently damage, the premises or inclusions
- Abide by the rules of the Tenancy Agreement and rules and regulations of the building
- Only use the premises for residential purposes unless otherwise agreed in writing
- Report to UniLodge Toowong any damage/maintenance issues to your apartment immediately
- Report any damage/required maintenance of building common areas immediately

#### Personal Information

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

# Vacating your apartment at the end of the lease

- The unit has been professionally cleaned prior to your arrival and must be returned to the same condition at the end of the lease agreement this includes carpets being professionally steam cleaned and replacement of the shower curtain and mattress protector.
- Resident may elect to have UniLodge Toowong organise a professional end of lease clean. See Reception for prices.
- If the resident elects to undertake their own cleaning of the apartment, a cleaning checklist is to be obtained from Reception. UniLodge Toowong reserves the right to deduct appropriate costs from the rental Bond should the apartment not meet the expected standard after the resident has cleaned.
- If you are electing to clean your own apartment, the carpets will need to be professionally cleaned and provide receipt to UniLodge Toowong via email.
- If additional cleaning is required in the apartment common areas and responsibility is not claimed by an individual/s then the costs will be shared equally across all residents of the apartment.
- The resident must remove all their belongings by the date and time stated in this agreement.
- Return all security access swipe cards to building management on check out.



Signature of Lessor/Agent

Name/trading name	BCA Management Pty Ltd trading as UniLodge Toowong
Signature	
Date	

Signature of Resident

Name	{{Name_First}} {{Name_Last}}	
Signature		SIGN HERE
Date	/	





#### Appendix 1

#### UniLodge Toowong - House Rules

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

This document covers the rules and expectations in regard to:

- Common Areas and Share Facilities
- Maintenance procedures
- Resident behaviour
- Bike Parking
- Car Parking
- Alcohol
- Drugs and Illegal substances
- Gambling
- Smoking
- Noise
- Pets
- Visitors and Overnight guests
- Harassment
- Security
- Social Media
- Complaints and Disputes
- Requests by staff
- Abiding by House Rules

If you have any questions about any of these House Rules, please contact Reception.

#### Internet

As a resident of UniLodge Toowong, you received unlimited Wi-Fi. Please refer to the information given in your arrival pack and on the signage around the building for assistance and troubleshooting with your internet connection. Wi-Fi is available throughout the entire building.

#### Video surveillance

UniLodge Toowong has 24 hour video surveillance. While these cameras can be of assistance in managing issues, the best defence is for all residents to maintain a vigilant attitude towards safety and security.

#### **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 resident is in the apartment or not.

#### <u>Identification</u>

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

#### **Social Gatherings**

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



#### **Events in Rooms**

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

no more than 3 extra guests in a Studio 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.

#### **Events in Common Spaces**

Gatherings with a large number of people in attendance require a significant level of responsibility on the part of the person hosting. It is important that this person plans for this and is sober and present for the entire duration of the party. In multi share apartments, they require the unanimous consent of all residents before having these events.

An event cannot exceed:

• 6 guests in total in a Studio apartment

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

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

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

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

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

Events must conclude by 11pm.

For a gathering in a twin share apartment, the host must always have the unanimous consent of the other resident in that twin share.

### Non-residents of UniLodge

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

Hosts should be aware of these rules:

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



#### **Visitors**

Residents are responsible for their visitors and will be accountable for their actions. All visitors must obey UniLodge rules and regulations on the lease agreement, the House Rules and the UniLodge Toowong Resident Handbook. All visitors must leave by 10pm. All unwanted visitors or trespassers should be reported to UniLodge Toowong. If you are expecting visitors, you must personally come down to reception to verify and pick up their visitors.

#### **Overnight Guests**

Only one overnight guest is permitted at a time. All residents must complete a guest request form available from reception and have their guest approved by UniLodge Toowong 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 Toowong and will not be permitted to be signed in by another resident 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 Toowong Resident Handbook. Residents will be liable and responsible for any breach of a UniLodge rule or regulation that their guest commits.

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

#### **Exam and study times**

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

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

#### **Criminal Activity**

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

#### **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 resident's unit, or tell them where they live the resident concerned may not wish to see the visitor.
- Tell the visitor to call reception.
- UniLodge has 24 hour video surveillance.

If in doubt, please contact UniLodge Toowong staff.

#### Personal belongings and insurance

All Residents are strongly advised to take out contents insurance cover on their personal belongings and items such as stereos, computers, CD players, bicycles, clothing etc as they may not be covered by UniLodge policies. Any large complex is vulnerable to petty theft and unfortunately UniLodge Toowong 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.

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#### **Transport**

- Information on public transport can be obtained from the Transit Help Line Phone 13 12 30 (calling card or mobile only), or www.http://translink.com.au.
- Buses run from High street is about five minutes' walk from UniLodge Toowong.
- Toowong railway station is located at Toowong Village which is right next to UniLodge Toowong.
- Regatta Ferry Terminal on Coronation Drive is five minutes' walk from UniLodge Toowong

#### Informing Emergency Contact Person(s)

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

#### Access to other apartments

Entering another Resident's apartment without authority will result in the same action as a member of the general public entering a home without approval. That is, offenders may be detained and charged with trespassing by the appropriate authorities. To prevent trespassing and, in particular theft, all residents should keep their doors closed and locked regardless of whether or not they are in their apartment.

#### 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.

#### **Additional furniture**

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

#### **Health and Safety**

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

#### **Social Media**

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

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

#### **Complaints**

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

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

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

Should you at any time be unsatisfied with any outcome in regards to your rights of tenancy, please contact reception to fill in our complaints form that can be submitted to: <a href="mailto:toowong@uniodge.com.au">toowong@uniodge.com.au</a>

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.



#### **Eligibility of Residents**

All residents must be enrolled in or studying at a university, TAFE, college or school. If the apartment you have selected is licensed for two people, both occupants must be studying and there will be an additional charge of \$50 per week.

All residents and other occupants must be registered and sign a General Tenancy Agreement.

- UniLodge Toowong is NOT a suitable environment for children under the age of 16
- Residents must not sub-let the apartment under any circumstances

#### **Building Security**

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

- Residents must carry identification at all times and, if requested, show it to management, security or staff
- Under no circumstances may residents loan out their access card
- Residents are responsible for the behaviour of their visitors and must understand that visitors are also bound by all the rules of the lease whilst in the building
- Residents are responsible for personally letting their guest/s out of the building after hours. The issued swipe card must not be given to the guest/s to exit the building by themselves

#### Requests by staff

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

#### **Behaviour**

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

#### **Drugs/Illegal Substances**

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

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

#### **Smoking**

UniLodge Toowong is a smoke free building which includes the apartments and all common areas. As such, any costs resulting from the repair and cleaning of any damage caused through cigarette burns, smoke residue or build-up of nicotine will be charged to the resident responsible. In Queensland there are strict laws about how close to buildings you can smoke so make sure you are familiar with these laws.

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



#### **Alcohol**

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

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

**Designated Drinking Areas** 

- Resident Apartments
- Level 2 Common Area (excluding the Theatrette)
- Level 2 Outdoor Area until 11pm

Any alcohol is to be consumed in moderation and there is to be no excessive noise. Noisy students will be asked to quiet down or directed to leave the building. Intoxication will under no circumstances be accepted as an excuse for misbehaviour. The full consequences will apply for misbehaviour following any destructive or socially unacceptable acts, inclusive of where the resident cannot remember the wrongdoing. Kegs, funnels, yard glasses, beer 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 Toowong reception or the RA on duty immediately. It is the responsibility of those consuming the alcohol to put all rubbish, including bottle tops, into the bins provided. Empty alcohol containers must be disposed of appropriately and in a timely manner. Please respect the opening hours of the common areas. UniLodge staff and RA's may shut down any activity at any time that is deemed in breach of this policy.

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

#### **Gambling and Gaming**

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

#### **Furniture and Equipment**

The furniture, and other items provided in the apartments are to be used for the purposes for which they are made. The resident is liable for damage to this property. Hot plate and other plug – in cooking device are not allowed to be used in room.

The resident is not permitted to make alterations or additions to the apartment or the furniture and equipment within the apartment, unless the request has been given in writing and approved by management.

# **Common Property**

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

#### Pool

Enjoy rooftop swimming pool but please abide by our pool rules. No diving is allowed and please do not use glassware in pool area. There will be no lifeguard present during the operating hours of the pool Failure to abide by the rules of pool use will result in the issuance of breach notice which could potentially lead to termination of lease.

#### Pets

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

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



#### Noise

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

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

#### **Cleaning and Inspections**

All residents are responsible for the day to day cleaning of their apartment. In addition to this, UniLodge apartments will also conduct periodic inspections, after due notice is given, for faults or damage.

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

#### **Departure Cleaning**

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

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

You are more than welcome to undertake the works yourself. Should you wish to do so, please contact UniLodge staff to obtain a checklist of items that need to be addressed. Our team will inspect your apartment after you have cleaned it to ensure it meets the expectations prior to releasing the bond. If the cleaning is unsatisfactory, we will engage our professional cleaner at an additional cost.

