

Residential Tenancy Agreement - Fixed Term or Periodic

Residential Tenancies Act 1995 (SA)

Residential Tenancies Regulations 2010 (SA)

UniLodge

- This is your residential tenancy agreement. It is a binding contract under the **Residential Tenancies Act 1995 (SA) (Act)**.
- Parts C, Part A, Part B and Part D contain the terms of your agreement.
- All parties to this agreement should consider obtaining legal advice about their rights and obligations.

PART A – BASIC TERMS

This agreement is between the Landlord(s) and the Tenant(s) listed on this form.

1. Date of agreement

This is the date the agreement is signed: _____

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

2. Premises let by the Landlord

Address of premises

Street: _____ Unit _____, Level _____ 304 Waymouth Street
Suburb: _____ Adelaide _____ State: SA _____ Postcode: 5000

Reservations

Detail any part of the premises excluded from this agreement or reserved for the Landlord's sole use or use in common with the Tenant:

3. Landlord's details

Full name or company name: _____

ABN/ACN (if applicable): _____

Address of registered office (if landlord is a company)

Address: _____

Suburb: _____ State: _____ Postcode: _____

Address for service of documents (must not be the agent's address)

Address: C/O 304 Waymouth Street _____

Suburb: _____ Adelaide _____ State: SA _____ Postcode: 5000

Full name or Company name: _____

ABN/ACN (if applicable): _____

Address for service of documents (must not be the agent's address)

Address: _____

Suburb: _____ State: _____ Postcode: _____

Landlord's agent's details

Company name: Student Living - Waymouth _____

Trading name: UniLodge South Australia Pty Ltd _____

Agent name: Felix Chow _____

Address: 30 Victoria Street _____

Adelaide _____ State: SA _____ Postcode: 5000

Phone number: 08 8211 9999 _____ ABN/ACN (if applicable): 90 111 718 140

Email address: reception.onwaymouth@unilodge.com.au _____

Registration number (RLA): 3 3 6 4 5 8 _____

Note: The Landlord must notify the Tenant within 14 days if any of this information changes.

Details of any person with superior title to the Landlord

Full name: _____

Address: _____

_____ State: _____ Postcode: _____

4. Tenant details

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

Full name of **Tenant 1**: _____
Phone number: _____ ABN/ACN: _____
Email for service of notices or documents: _____

Full name of **Tenant 2**: _____
Phone number: _____
Email for service of notices or documents: _____

Full name of **Tenant 3**: _____
Phone number: _____
Email for service of notices or documents: _____

Full name of **Tenant 4**: _____
Phone number: _____
Email for service of notices or documents: _____

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

5. Length of the agreement

Fixed term agreement _____
Start date: _____
(this is the date the agreement starts and you may move in)
End date: _____

Note: If the term is 90 days or less, include a Short Fixed Term Tenancies Notice (Form 1).

Periodic agreement (monthly) Start date: _____

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

6. Rent

Rent amount (\$) (payable in advance) _____

To be paid per week fortnight calendar month

Day rent is to be paid _____ of each fortnight

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

Date first rent payment due: _____

Does a rent control notice apply in respect of the premises? Yes No

7. Bond

The maximum bond is:

(a) if the rent is less than \$800 per week – four weeks’ rent; or

(b) if the rent is more than \$800 per week – six weeks’ rent.

Bond amount (\$): _____

Date bond payment due: _____

8. Domestic appliances requiring instructions

(List the appliances here. Manufacturers manuals, or written or oral instructions must be provided to the Tenant.)

9. Details of embedded electricity network

Is electricity supplied to the premises via a connection point that is part of an embedded network? Yes No

If yes, the Landlord must provide the following information –

(a) General information about the nature, benefits and potential consequences of participating in an embedded network:

(b) Details of the retailer for the embedded network

Name: / _____ ABN: / _____

Phone: / _____ Email: / _____

Website: / _____

Tariffs that apply: / _____

(c) Metering arrangements and potential costs of participating in the embedded network:


/ _____

(d) Cost apportionments per kilowatt hour for any bundled utilities arising from participation in the embedded network:

/ _____

10. Method of rent payment

(Landlord to tick available methods of rent payment. At least one method must be electronic.)

direct deposit bank deposit cash cheque or money order 

other electronic form of payment Console Pay - Direct Debit

Payment details (if applicable): _____

BSB no. _____ Account no. _____

Account name _____

Payment reference _____

11. Water consumption

The Tenant is required to pay water charges as detailed and as allowed under the Act:

All water use and supply charges Water use only Supply charge only

All water usage over and above _____ kL per _____ No charge for water

Other (specify)

12. Utilities

The following utilities/services are separately metered or supplied to the premises and the Tenant will pay rates and charges as consumed:

electricity other: _____

gas other: _____

water other: _____

The following utilities/services are not separately metered or supplied to the premises and the Tenant will pay a portion of the rates and charges using the following method of apportionment:

Service	Apportionment
_____	_____
_____	_____
_____	_____
_____	_____

13. Inspection sheet

The Landlord or Landlord's agent must give each Tenant a signed copy of the inspection sheet at the time the Tenant commences occupation of the premises.

(Landlord (or landlord's agent) to tick as appropriate)

- The inspection sheet has been provided.
- The inspection sheet will be provided to the Tenant on or before the date the agreement starts.

14. Notice of Landlord's intention to offer premises for sale

The Landlord has advertised or intends to advertise the premises for sale or has entered into a sales agency agreement for the sale of the premises: Yes No

SAMPLE

1. Residential Tenancies Act 1995

- 1.1 This agreement is subject to the *Residential Tenancies Act 1995 (SA)* (**Act**) and *Residential Tenancies Regulations 2010 (SA)* (**Regulations**).
- 1.2 If there is any inconsistency between a provision of this agreement and the Act or Regulations, unless the Act or Regulations permit otherwise, the Act or Regulations will prevail to the extent of the inconsistency.

2. Rent

- 2.1 The Tenant must pay the rent at the times and in the manner set out in Part A of this agreement.
- 2.2 The Landlord must give the Tenant written notice of a proposed rent increase in accordance with the Act.
- 2.2 Rent cannot be increased more than once every 12 months.

3. Utilities

The Tenant must pay for all services to the premises including electricity, gas, telecommunications and water (unless provided otherwise in Part A of this agreement) as consumed.

4. Tenant's obligations

The Tenant must not:

- 4.1 use the premises for any other use than its place of residence;
- 4.2 permit, cause or use the premises for any illegal or unauthorised purpose;
- 4.3 damage the premises or permit or allow any of its invitees to damage the premises (other than fair wear and tear);
- 4.4 make any modifications or alterations to the premises without the Landlord's written consent unless the modification or alterations are prescribed under the Act. The Landlord must comply with the Act in granting or refusing its consent;
- 4.5 use any of the Landlord's fixtures or fittings for any other use than the intended use;
- 4.6 cause or permit any interference, nuisance or an invasion of peace or privacy to any neighbouring premises;
- 4.7 park any vehicles, motorcycles, bicycles or scooters inside the premises and only park such vehicles in an area allocated specifically for the Tenant for such use or as agreed to by the Landlord;
- 4.8 use any machinery or equipment owned by the Landlord and left on the premises other than in accordance with the Landlord's or manufacturer's instructions;
- 4.9 permit any other person than the persons agreed by the Landlord to remain on the premises for more than 14 days; or
- 4.10 smoke or permit any invitee to smoke within the premises.

5. Condition of the premises

5.1 The Landlord:

- 5.1.1 must ensure that the premises comply with any minimum housing standards, and are vacant and reasonably clean when the Tenant moves in;
- 5.1.2 must maintain the premises and ancillary property in a reasonable state of repair having regard to their age, character and prospective life; and
- 5.1.3 will comply with requirements in relation to minimum efficiency standards for appliances, fittings or fixtures.

5.2 The Tenant:

- 5.2.1 must replace any ancillary property lost or destroyed while in the care of the Tenant;
- 5.2.2 must take all reasonable care not to damage the premises;
- 5.2.3 must promptly notify the Landlord of damage to the premises;
- 5.2.4 must keep the premises in a reasonably clean condition (subject to reasonable wear and tear);
- 5.2.5 must replace at its own cost all blown or damaged light bulbs, LED lights and fluorescent tubes throughout the tenancy and ensure that all lighting is in a working condition at the end of the tenancy;
- 5.2.6 must make good any damage to the premises caused by the Tenant or its invitees (other than fair wear and tear);
- 5.2.7 must keep the premises clear of any rubbish;
- 5.2.8 must dispose of rubbish in accordance with council rules/guidelines and use the appropriate bins provided by or recommended by council;

- 5.2.9 must regularly maintain the gardens (including but not limited to mowing lawns, removing weeds and watering plants, shrubs, trees and flowers) to the same standard as at the commencement of this agreement;
- 5.2.10 must not do anything which may damage or block any drains (including but not limited to gutters, downpipes and stormwater drains);
- 5.2.11 must keep the premises clean and free from mould, fungi and damp caused by the Tenant's use of the premises; and
- 5.2.12 must (if the premises contains a swimming pool) regularly maintain at its own cost the pool and associated equipment to the same standard as at the commencement of this agreement.

6. Repairs by Landlord

- 6.1 The Tenant must notify the Landlord, in writing, as soon as practicable of a defect requiring repair, including:
 - 6.1.1 damage to the premises.
 - 6.1.2 a breakdown of facilities, fixtures, furniture or equipment supplied by the Landlord.
- 6.2 The Landlord must carry out urgent repairs promptly and non-urgent repairs in a reasonable time having regard to the nature of the repair.

7. Emergency repairs

In the case of an accident or damage occurring outside of normal business hours and which may pose a risk to life, health or security of the premises, the Tenant must comply with the Landlord's agent's procedures for after-hours emergencies notified to the Tenant from time to time.

8. Alterations

- 8.1 The Tenant:
 - 8.1.1 must obtain the Landlord's consent before making any alteration or addition to the premises;
 - 8.1.2 will be responsible for the cost of the alteration or addition;
 - 8.1.3 must, at the end of the tenancy, return the premises to its former state as if the alteration or addition had not been made (unless otherwise agreed with the Landlord);
 - 8.1.4 may only remove a fixture the Tenant has installed if removing it would not cause damage to the premises; and
 - 8.1.5 must repair, or compensate the Landlord for repairing, any damage caused by the Tenant in making an alteration or addition, or in removing a fixture.
- 8.2 The Landlord:
 - 8.2.1 will not unreasonably withhold consent if the alteration or addition is:
 - (a) minor in nature;
 - (b) necessary to provide infrastructure of a prescribed kind;
 - (c) reasonable and necessary for a Tenant with a disability and would not significantly change the premises; or
 - (d) reasonable and necessary for a Tenant with mobility needs relating to their age and would not significantly change the premises; and
 - 8.2.2 may refuse consent if:
 - (a) the alteration would significantly change the premises;
 - (b) the alteration would require modifications to any common areas;
 - (c) the alteration would result in noncompliance with any law;
 - (d) any action required to restore the premises would not be reasonably practicable; or
 - (e) a valid notice of termination has been given to the Tenant.

9. Security of premises

- 9.1 The Landlord will provide and maintain locks and other security devices to ensure the premises are reasonably secure.
- 9.2 Neither the Landlord nor the Tenant may alter, remove or add a lock or security device without the consent of the other party (other than locks on the letterbox), except in the case of domestic abuse in accordance with the Act. Consent will not be unreasonably withheld.

10. Access and entry

- 10.1 The Landlord (or Landlord's agent) may enter the premises:
 - 10.1.1 in an emergency;
 - 10.1.2 to collect rent by arrangement with the Tenant, if required;
 - 10.1.3 to inspect the premises up to four times per year (provided that at least 7 days prior to an inspection, the Landlord must give written notice specifying the purpose of the entry, date and 2-hour window within which the inspection will occur);
 - 10.1.4 to carry out garden maintenance at the request of, or by arrangement with, the Tenant or by giving notice between 7 and 14 days prior to the entry;
 - 10.1.5 to carry out maintenance at the request of the Tenant or after giving 48 hours' notice;
 - 10.1.6 to carry out the requirements of a housing assessment order or housing improvement order after giving 48 hours' notice;
 - 10.1.7 to show the premises to prospective tenants during the 28 days prior to the end of the Tenancy after giving the Tenant reasonable notice;
 - 10.1.8 to show the premises to prospective purchasers no more than twice per week, at times as arranged with the Tenant (or as ordered by the Tribunal if parties cannot agree);
 - 10.1.9 after issuing a notice of breach, to determine if the breach has been remedied after giving the prescribed notice to the Tenant between 7 and 14 days prior to the entry;
 - 10.1.10 for other genuine purposes with consent of the Tenant or by giving notice between 7 and 14 days prior to the entry; and
 - 10.1.11 if the premises have been abandoned.
- 10.2 The Tenant:
 - 10.2.1 must allow entry to the premises where the Landlord has followed proper procedure; and
 - 10.2.2 may request to be present when the Landlord or agent is at the premises and reasonable efforts will be made to accommodate the request.

11. Pets

- 11.1 The Tenant must apply to the Landlord for approval to keep a pet on the premises (other than an exempt animal under the Act).
- 11.2 The Landlord may:
 - 11.2.1 refuse the application on the grounds specified in the Act;
 - 11.2.2 give approval subject to conditions; and
 - 11.2.3 impose, vary or revoke a condition of approval at any time by giving notice to the Tenant.

12. Assignment or sub-letting

- 12.1 The Tenant must not assign (transfer to another person) or sub-let the whole or any part of the premises without the written consent of the Landlord.
- 12.2 The Landlord may give the Tenant notice to vacate if the Tenant assigns or sub-lets the premises without consent.
- 12.3 The Landlord:
 - 12.3.1 cannot unreasonably withhold consent to sub-let the premises.
 - 12.3.2 must not demand or receive a fee or payment for consent (but may recover expenses reasonably incurred by the Landlord because of the assignment or subletting).

13. Landlord's obligations

The Landlord will:

- 13.1 if the Landlord determines to sell the premises:
 - 13.1.1 give the tenant written notice of the Landlord's intention to sell the premises within 14 days of entering into a sales agency agreement or determining to make the premises available for inspection by prospective purchasers;
 - 13.1.2 will not advertise the premises for sale or make the premises available for inspection by prospective purchasers until 14 days after the Tenant is notified; and
 - 13.1.3 if a contract is entered into for the sale, will notify the Tenant of the name of the purchaser and the date from which rent is to be paid to them;
- 13.2 bear all statutory charges in respect of the premises; and
- 13.3 allow the Tenant quiet enjoyment of the premises without interference by the Landlord.

14. Insurance

- 14.1 The Landlord will insure the premises.
- 14.2 In relation to insurance policies taken out by the Landlord in respect of the premises, the Tenant must not do any act or omission which would make an insurance policy invalid.
- 14.3 The Tenant acknowledges that it will be responsible to insure its contents (at its own cost).

15. Strata or Community Title

- 15.1 If the premises are part of a strata scheme under the *Strata Titles Act 1988* (SA) or a community scheme under the *Community Titles Act 1996* (SA) the Landlord must give the Tenant a copy of the articles or by-laws of the strata scheme or community scheme at the commencement of the tenancy.
- 15.2 The Tenant must comply with the articles or by-laws at all times during the tenancy.

16. Termination

Subject to the Act and without limiting any other rights of termination the Landlord or Tenant may have under the Act:

16.1 Termination at end of fixed term

- 16.1.1 If this agreement is a fixed term agreement the Landlord may terminate this agreement at the expiry of the fixed term by providing at least 60 days' notice to the Tenant (subject to any requirements of the Regulations).
- 16.1.2 If this agreement is a fixed term agreement the Tenant may terminate this agreement at the expiry of the fixed term by providing at least 28 days' notice to the Landlord.
- 16.1.3 If this agreement is not terminated by either party, it continues as a periodic tenancy otherwise on the terms of this agreement until terminated by either party.

16.2 Termination by Landlord for failure to pay rent

If the rent is overdue by at least 14 days, the Landlord may issue the Tenant with a notice of termination for breach.

16.3 Termination by either party for breach

If either party breaches this agreement (and that breach is capable of being remedied), the other party may issue a notice of breach detailing the breach and that if the breach is not remedied within the time specified (being not less than seven days) the tenancy will end. If the breach is not remedied within the time specified in the notice, the tenancy will end on the date specified in the notice.

16.4 Reletting costs

If the Landlord terminates this agreement before the end of the fixed term for breach by the Tenant, the Tenant will be liable to pay the Landlord's reasonable costs of reletting the premises including advertising and reletting fees.

17. End of occupancy

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

- 17.1 deliver vacant possession of the premises to the Landlord;
- 17.2 deliver to the Landlord or its agent all keys and security devices;
- 17.3 leave the premises in the same condition (fair wear and tear excepted) as set out in the inspection sheet, including thoroughly cleaning the premises; and
- 17.4 remove all of the Tenant's property and belongings (including fixtures and modifications where required) from the premises and rectify any damage (at the Tenant's cost) caused by such removal.

18. Privacy

- 18.1 As part of the Landlord leasing the premises to the Tenant, the Tenant will be required to give the Landlord or its agent Personal Information (as defined in the *Privacy Act 1998* (Cth)).
- 18.2 Subject to the *Privacy Act 1998* (Cth), the Tenant consents to providing such information and permits the Landlord and/or its agent to:
 - 18.2.1 disclose the information to third parties for the purpose of marketing and sales campaigns, for any purpose stated in the privacy statement given to the Tenant (or the privacy policy of the Landlord's agent), and for any matters, issues or disputes related to this agreement or the tenancy;
 - 18.2.2 to keep on its database for future marketing and sales campaigns or similar (including where the Landlord is not marketing or selling a property);
- 18.3 If the Landlord or its agent is required to maintain a privacy policy in accordance with the *Privacy Act 1998* (Cth), upon request from the Tenant, the Landlord or its agent must provide the Tenant with a copy of its privacy policy.

19. Counterparts

- 19.1 This agreement (identical in form and context) may be executed in any number of counterparts. All counterparts together will be taken to constitute one instrument of the relevant agreement.
- 19.2 Each party consents to this agreement and any notices provided under this agreement being signed by any other party in accordance with an electronic communication method and being given or produced by electronic communication, including by link emailed to a party to download an electronic copy.

SAMPLE

PART C - ADDITIONAL TERMS

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

Note: If you need extra space, attach a separate sheet. Both the Landlord and Tenant should sign and date all attachments.

SPECIAL CONDITIONS ANNEXURE A

SPECIAL CONDITIONS

Rent is due every 2 weeks (fortnightly) from when your lease begins. Your rent must ALWAYS remain two weeks in advance. When you leave, you must call our office on 8211 9999 to determine how much you need to pay up to your vacating date. The system calculates rent on a daily basis.

Content Insurance/Insurance - If parties want to insure the property; the landlord is responsible to insure the dwelling, fixtures and fittings. The tenant is responsible to insure their personal belongings and furnishings. Content insurance up to value of AUD\$5000.00 is included in the rent.

Residential Life Program Member - All tenants are Residential Life Program Member. The membership fee is included in the rent.

Internet - Internet with unlimited data allowance per month is included in the rent.

ALL MAINTENANCE MUST BE IN WRITING TO YOUR PROPERTY MANAGER. We cannot act on any repairs until we have your written instructions and authorisation. This can be emailed to onwaymouth@unilodge.com.au, or submit maintenance request form via QR code that had given to you at the start of your tenancy.

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

Cleanliness - Upon acceptance of your lease you are bound to take the premises in the condition as seen at the time of your inspection. It is a term of the Residential Tenancy Agreement that at the end of the tenancy the tenant(s) must give back the premises to the landlord in a reasonable condition and in a reasonable state of cleanliness. If the carpets in our opinion are not in a reasonable state of cleanliness at the end of your tenancy, you will be required to steam clean them as they were done at the commencement of your tenancy.

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

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

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

Smoking - ALL Unilodge managed properties are NON SMOKING. This includes all apartments, indoor common areas and fire stairs.

This rule applies to every person entering the building including tenants, management, staff and visitors. This rule will be strictly enforced.

Smoke Detectors - All apartments have been fitted with fire and smoke detection.

Please do not touch the smoke detectors, as this will register on the computer in the fire control room and alarms will be activated. Vacuum your smoke alarms regularly to ensure spiders and dust do not accumulate in the fittings, which can cause them to activate.

Costs associated or incurred with false alarms will be charged to the tenant responsible so be cautious when using aerosols or cooking the exhaust fan must be used. If there are any maintenance faults, notify the office immediately. If your smoke alarm is activated, you may be liable for the call out fee which is upward of \$1,000.00

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

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

No other persons are permitted to reside in the premises without the prior agent's written consent. No assignment or subletting in the whole or part without the prior written consent of the agent, which maybe withheld or conditioned at its sole discretion, this includes sharing or renting out the premises through such services as Airbnb or other similar internet sites.

Reference Number - Each UniLodge Student Living lease will be allocated an Reference Number.

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

PART D - EXECUTION

Signatures

This agreement is made under the **Residential Tenancies Act 1995 (SA)**.

Landlord

Signature of Landlord 1 (or Landlord's agent)

Signature of Landlord 2 (or Landlord's agent)

Dated _____

Dated _____

Tenant

All Tenants listed must sign this agreement.

I/we acknowledge receipt of the *Tenant Information Guide* provided by the Landlord

Signature of Tenant 1

Signature of Tenant 2

Dated _____

Dated _____

Signature of Tenant 3

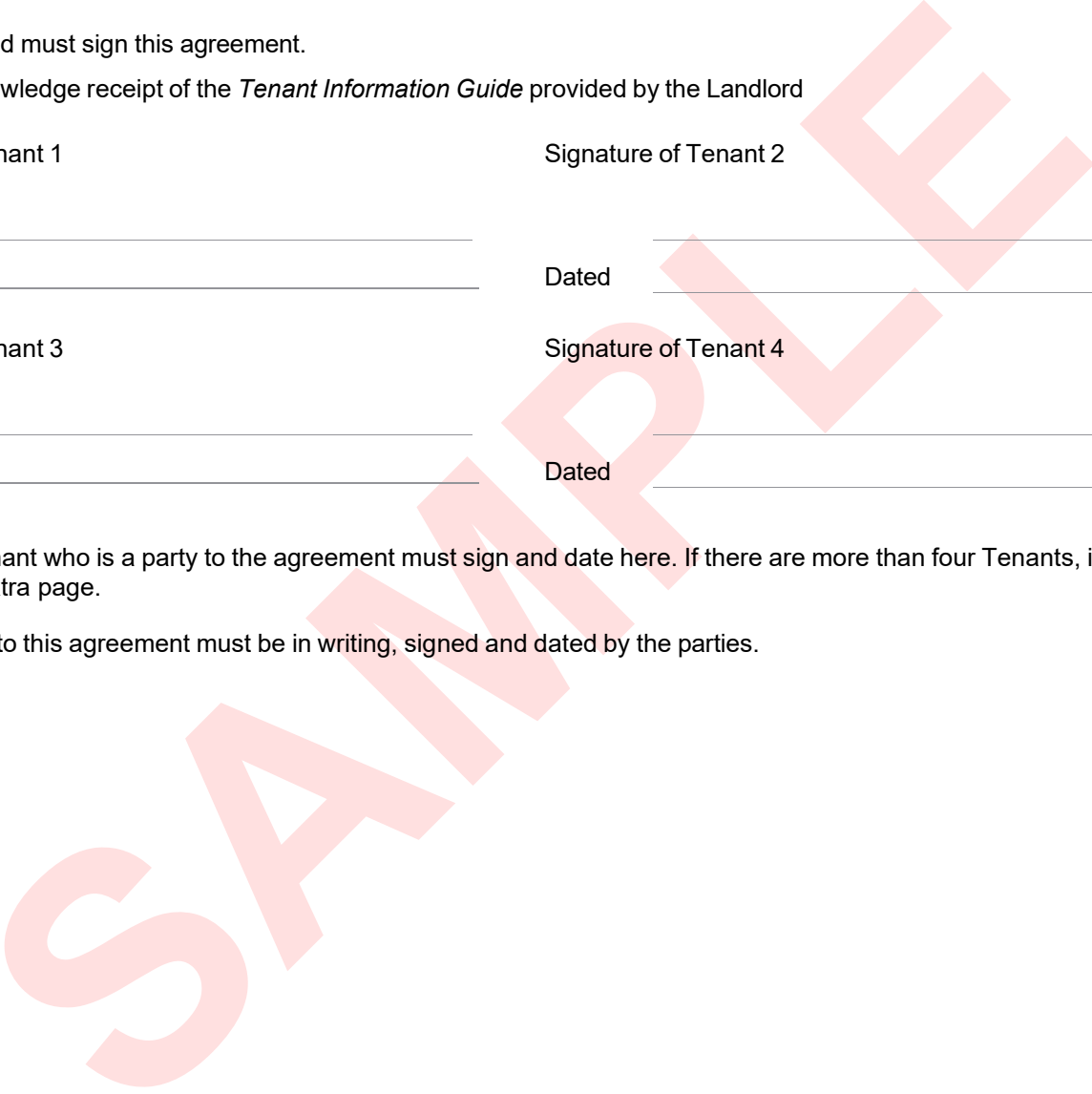
Signature of Tenant 4

Dated _____

Dated _____

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

Any alterations to this agreement must be in writing, signed and dated by the parties.



Annexure

By Laws - The Community Corporation By Laws (if applicable) form part of your lease agreement and must be abided by to avoid possible fines. Please ensure you have read and understand all the contents of this document. If you need any clarification of this or any other document you have been requested to read and/or sign please do not hesitate to ask UniLodge Student Living management for help.

Candles/Incense and Open Flames

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

Condensation

The tenant agrees to take the following steps to minimise the build-up of moisture inside the property:

- a) Avoid excessively hot showering and to use the exhaust fan at all times whilst showering and after showering;
- b) Leaving the bathroom door open or slightly ajar after showering to assist the fan to work more efficiently.
- c) Having a window slightly ajar when showering or cooking.
- d) Opening balcony sliding door and windows for a good period each day to let natural ventilation/air movement help get moisture out of the property.

Cleaning

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

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

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

Office chairs & carpet

Tenant must take all precaution to prevent damage to the carpet resulting from the use of office chairs with wheels. It is recommended that the tenant uses protective mats under office chairs, however this may not prevent all damage. The tenant takes full responsibility for any damage caused to the carpet and will pay for the cost of any necessary repairs to restore the carpet to original condition as per commencement of the tenancy.

Vacuum Cleaners

There is a vacuum cleaner retained by the onsite office, which is available for your use in your apartment. It is charged to your account at \$2.50 per 30minutes. Any damage caused through negligence or misuse will also be on charged to you.

Electricity

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

It is the responsibility of the tenants to have the electricity connected or disconnected, and for the payment of all accounts. UniLodge Student Living do not get involved with the payment/connection or disconnection of rent, this is the tenants responsibility.

Common Areas

The tenant agrees that the common areas are intended for use by all residents and the quiet, safety and enjoyment must not be prohibited.

Furniture, Fixtures & Fittings

Tenants are asked not to remove from their apartment any item of furniture or equipment provided by UniLodge Student Living and/or the owners. The furniture, equipment and items provided in the apartments are to be used for the purposes for which they are made. The tenant is liable for damage to this property. All damages will be charged to the tenant and/or deducted from the bond.

Keys/ Proximity/Access Cards and Fobs

Keys and Access Cards/Fobs to your apartment will be issued at check in time. Keys are not to be duplicated. If your key is lost or stolen, the manager will need to assess if lock needs to be replaced. If this situation occurs it will cost you between AU \$160.00 and AU \$470.00 (depending on the lock type) for a replacement lock. If keys only need to be replaced they will cost between AU \$50.00 for a standard key and AU \$180.00 for a master keyed system each.

Proximity cards, used for access into the buildings needs to be treated with the same care as keys. Do not lend this out, and if lost, this may cost between AU\$50.00 and AU\$100 to replace.

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

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

Pets

No pets of any kind (including birds, fish or reptiles) are permitted in any UniLodge Student Living managed apartment, building or room without written request and approval.

Annexure

Security Bond and Refunds

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

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

Guide to Getting your Bond Back

Stove: Clean the grill, oven, drip trays, stove top, tiles behind the stove and side of the stove. Refrigerator: Clean inside and out, defrost, turn off, leave doors open and clean the outside of the unit. Clean all bench tops, tiles, exhaust fans and kitchen sink.

Windows and windowsills to be cleaned thoroughly.

All cupboards inside and out to be left clean and all personal items removed. Marks to be removed from walls especially around electric switches.

All floors to be washed and all skirtings to be dusted/vacuumed.

All carpets to be left in a reasonable state of repair and cleanliness. Student Living - Waymouth recommends you have your carpets professionally steam cleaned.

Cobwebs to be removed.

No rubbish to be left in the rooms.

Bathrooms, toilets, bathroom cabinets and shower recess to be scrubbed and grouting to be free of all soap, residue and mildew.

Sliding window and door tracks to be cleaned.

All items on the furniture inventory to be accounted for and in a clean state. Any damage that is tenants responsibility to be repaired.

All keys, access cards, remote controls and handbooks to be returned. RENT PAID UP TO DATE.

Terminating a Tenancy or breaking a fixed term lease

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

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

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

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

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

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

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

The rental fees until another student/tenant is found and commences his/her residency or up to maximum one month's rent whichever occurs first.

A re-letting fee (equal to 2 weeks rent plus GST maximum).

Any advertising costs associated with the re-letting of the premises. (As per the Residential Tenancies Tribunal Formula).

Any costs associated with cleaning or repairs to the premises.

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

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

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

If you plan to renew, or extend your lease or tenancy agreement, you should discuss this with Student Living - Waymouth at least 2 month before the expiration of your lease or tenancy agreement.

COMMUNITY PARCEL

BY-LAWS (selection which are applicable to all tenants)

4. Prohibited Activities

A person bound by these by-laws must NOT on the Community Parcel:

4.1 hang any laundry or other items out to dry or air in public view on or about any part of or in the Community Parcel;

4.2 make or allow their visitors to make undue noise in or about the Community Parcel;

4.3 interfere or allow their visitors to interfere with others use or enjoyment of their rights in relation to the Community Parcel;

4.4 be inappropriately or inadequately clothed in the opinion of the Corporation when upon the Community Parcel so as to be visible from another Lot or the Common Property;

4.5 use any language or behave in a manner likely to cause offence or embarrassment to persons in other lots or on Common Property or otherwise engage in conduct that constitutes a nuisance;

4.6 damage or deface any building or sign or structure on the Community Parcel;

4.7 disobey reasonable directions or requests from an officer of the Corporation;

4.8 unless the Scheme Description or these by-laws prescribe or allow otherwise, use any portion of the Community Parcel as a Retail Lot without the consent of the Corporation;

4.9 carry, use, discharge or expose any firearm, explosive, fireworks, airgun or other weapon;

4.10 obstruct any persons lawful access to any Lot or to the Common Property;

Annexure

- 4.11 park or stand a motor vehicle in a parking space or elsewhere allocated for others or on a part of the Community Parcel on which the parking or standing of motor vehicles is not authorised by the Corporation and the Corporation shall in addition to any other power, authority, duty and function imposed or conferred upon the Corporation have the power to tow away any motor vehicle parked or standing in contravention of these bylaws at the expense of the person whose act or default has occasioned such contravention and such person shall indemnify the Corporation in respect of all claims for costs and damages arising out of such actions;
- 4.12 permit any bicycle to be stored other than in the areas of the Common Property designated by the Corporation. E-bike and e-scooter are strictly prohibited. or the Managing Agent for such purpose and fitted with bicycle racks;
- 4.13 rollerblade, rollerskate or ride a skateboard;
- 4.14 ride any bicycles or drive any motorised vehicles (other than wheelchairs and like vehicles used by handicapped persons or other vehicles approved by the Corporation) except in areas specifically set aside for the purpose;
- 4.15 NOT permit any bicycle/E-bike/E-scooter to be brought into a Lot or the foyer, stairwells, lifts, hallways, garden areas, balconies or other parts of the Common Property as may be designated by the Corporation or the Managing Agent from time to time PROVIDED HOWEVER this By-Law shall not prevent bicycles being wheeled to or stored on any areas of the Common Property designated for bicycle storage;
- 4.16 erect or fix any sign or notice to any part of the Common Property or a Lot where it can be seen from any exterior position or erect a sandwich board, except as required by law PROVIDED THAT a Lotholder or Occupier of a Retail Lot may affix a sign or signs to or place a sign or signs on the Common Property without the consent of the Corporation provided the sign:
- 4.16.1 is located on the outside wall facing the street immediately adjacent to the subject Retail Lot;
- 4.16.2 comprises a well designed name of the business or its insignia only;
- 4.16.3 complies with the requirements of all relevant authorities; and PROVIDED FURTHER THAT a Lotholder or Occupier of a Retail Lot may erect or affix any sign or notice on any part of its Lot notwithstanding that the sign or notice may be seen from any exterior position;
- 4.17 allow any glazed portions of a Lot or the Common Property that surrounds a Lot to be tinted or otherwise treated with the intention to change the visual characteristics of the glazing;
- 4.18 perform the work of repairing, washing, painting, panel beating or other work of any nature on any vehicle or other equipment (except in any area provided for such activity) provided that this by-law shall not extend to running repairs in the case of breakdown;
- 4.19 paint, finish or otherwise alter the external facade of any building or improvement forming part of the Common Property or a Lot;
- 4.20 store, place, display or hang any chattel or item (including without limitation any item of clothing) on or from a balcony or terrace forming part of the Common Property and a Lot without the consent of the Corporation;
- 4.21 subject to any lease, licence or other right granted under these by-laws, install any equipment or apparatus of any kind (including, but not limited to, any blind, light fitting, awning, air conditioning unit, antenna or satellite dish) which:
- 4.21.1 extends outside the boundaries of a Lot; or
- 4.21.2 is located on any balcony; or
- 4.21.3 protrudes from any building or balcony forming part of a Lot, without first obtaining the written consent of the Corporation;
- 4.22 without limiting by-law 4.21 but subject to any lease, licence or other right granted under these by-laws, affix a satellite dish to any part of the Common Property; or
- 4.23 use or interfere with any fire safety equipment except in the case of an emergency and must not obstruct any fire stairs or fire escape;

PART 4 - COMMON PROPERTY

9. Corporation to Keep Common Property in Good Repair

The Corporation must keep the Common Property tidy and free of graffiti and in a state of good and serviceable repair and shall always properly maintain all chattels, fixtures and fittings (including walkways, stairways, lifts, hand rails and intercoms) held by the Corporation or used or intended, adapted or designed for use in connection with the Common Property or the enjoyment thereof by the Lotholders or Occupiers or by their families or visitors and for this purpose may enter into an appropriate contract with a third party for such party to provide such services for the benefit of Lotholders on behalf of the Corporation.

10. Prohibited Activities

A person shall not undertake any of the following activities or do any of the following things on the Common Property:

- 10.1 camp or sleep overnight;
- 10.2 play cricket, golf or any other game in such a manner as to interfere with the safety or comfort of any other person;
- 10.3 carry on any business except with the consent of the Corporation;
- 10.4 sing, busk or play on a musical instrument so as to appear to be for the purpose of entertaining other persons except with the consent of the Corporation;
- 10.5 carry, use, discharge or expose any firearm, explosive fireworks, airgun or other weapon;
- 10.6 obstruct any corridor, hallway, passage or other access way;
- 10.7 obstruct the lawful use of the Common Property by any person;
- 10.8 use the Common Property in a manner that unreasonably interferes with the use and enjoyment of the Common Property by the other members of the Corporation, their customers, clients or visitors;
- 10.9 smoke nor allow persons under his or her control to smoke in those parts of the Common Property that the Corporation or the Managing Agent may designate as non-smoking areas from time to time;
- 10.10 mark, paint, drive nails or screws or the like into, or otherwise damage or deface any structure that forms part of the Common Property without the consent of the Corporation;
- 10.11 consume nor permit persons under his or her control to consume alcohol or take glassware onto the Common Property without the consent of the Corporation or the Managing Agent; or
- 10.12 throw, roll or discharge any stone, substance or missile to the danger of any person or animal on the Common Property.

Annexure

11. Security of Common Property

A Lotholder or Occupier of a Lot must not do anything which may prejudice the security or safety of the Common Property.

12. Notification of Defects

A Lotholder or Occupier of a Lot must promptly notify the Corporation or the Managing Agent on becoming aware of any damage to or defect in the Common Property.

SAMPLE

CIVIL AGREEMENT

I/We, hereby acknowledge that I have been offered a lease with UniLodge SA Pty Ltd and a condition of that offer is that I am required to become a Residential Life Program Member, which was stated on the advertisement and in the declaration on the application form, and I agree that should I accept an offer to lease an apartment with UniLodge SA Pty Ltd.

I/We also acknowledge that upon my acceptance to lease I will be required to pay a non-refundable fee of 2 weeks rent which, upon signing of a Residential Tenancy Agreement, will be used to offset against my rental liability.

Applicant/Tenant Signature

Date

Applicant/ Tenant Print Name

CONSENT TO RELEASE IMAGE OR RECORDING

Important

- As the person signing this form, you must be given a signed copy.

Consent

I give consent to UniLodge to use and/or retain an image or recording as detailed above that may identify myself with no restriction or limitations.

Applicant/Tenant Signature

Date

Applicant/ Tenant Print Name

RESIDENT HANDBOOK DECLARATION

I/We

acknowledge that I have read, fully understand and accept the contents of the Resident 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

Signature

Date
