

Rooming accommodation agreement (Form R18)

Residential Tenancies and Rooming Accommodation Act 2008



Part 1 Rooming accommodation information

Item 1 1.1 Agent or manager/Provider

Name/trading name

Address

Postcode

1.2 Phone Mobile ABN (optional)

Email

Note – Item 1.2 is optional.

Item 2 2.1 Resident/s

1. Full name/s	<input type="text"/>		
Phone	<input type="text"/>	Email	<input type="text"/>
Emergency contact full name/s	<input type="text"/>		
Emergency contact phone	<input type="text"/>		
Emergency contact email	<input type="text"/>		

2. Full name/s	<input type="text"/>		
Phone	<input type="text"/>	Email	<input type="text"/>
Emergency contact full name/s	<input type="text"/>		
Emergency contact phone	<input type="text"/>		
Emergency contact email	<input type="text"/>		

2.2 Address for service (if different from address of the premises in item 1.1). Item 2.2 is optional. See clause 36(4). Attach a separate list

Item 3 3.1 Manager/provider's agent If applicable. See clause 35

Name/trading name

Address

Postcode

3.2 Phone Mobile ABN (optional)

Email

Note – Item 3.2 is optional. See clause 35.



Rooming accommodation agreement (Form R18)

Residential Tenancies and Rooming Accommodation Act 2008

Item 7 7.1 The term of the agreement is fixed term agreement periodic agreement

7.2 Starting on 7.3 Ending on

Fixed term agreements only.

Item 8 Rent \$ weekly fortnightly monthly See clause 7(1)

Item 9 Breakdown of rent Please break down amount of rent for each – in either percentage or dollar values.

Accommodation	<input type="text" value="100%"/>	Other services (attach a list if necessary)	<input type="text"/>
Food service	<input type="text"/>		<input type="text"/>
Personal care service	<input type="text"/>		<input type="text"/>

Item 10 Rent must be paid on the day of each
Insert weekly, fortnightly or monthly

Item 11 Methods of rent payment Under section 98, there must be at least 2 ways. See also clause 7(3)(a)

Method 1	Direct debit
Method 2	Stripe Payment Platform (www.paysecnow.com.au/), EFTPOS

Details for direct debit

Bank/building society/credit union

BSB no. Account name

Account no. Payment reference

Note – Under section 98, there must be at least 2 ways. See also clause 7(3)(a).

Item 12 Place of rent payment Insert where the rent must be paid. Item 12 is optional. See clause 7(6) to (8)

Item 13 13.1 Can the rent be increased? Yes No

13.2 The day the rent was last increased for the room

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

13.3 How will the rent increase be calculated?

13.4 When will the rent increase start?

Starting on See clause 9

Item 14 Rental bond amount \$ See clause 13

Item 15 Services to be provided Complete this section for all services that are being provided for a resident living in supported accommodation - attach list if necessary

- Level 1 - provide accommodation only
Level 2 - provide accommodation and a food service
Level 3 - provide accommodation, a food service and personal care.

Empty text box for additional service details.

Item 16 Utility services for which the resident must pay. Examples of services—electricity, gas and water. See clause 15

Text box containing 'Self Laundry service - contactless payment on laundry machine, or pre-pay for the credit at reception'

Item House rules have been provided to the resident/s [checked] Yes [] No See clause 18

Item 18.1 18.1 Number of persons allowed to reside in the room [] 1

18.2 Number of persons allowed to reside at the rental premises [] See clause 19

Item 19.1 19.1 Are there any body corporate by-laws applicable to the occupation of the premises by a resident? [] Yes [] No See clause 25

19.2 Has the resident been given a copy of the relevant by-laws See clause 25 [] Yes [] No

Item 20 The type and number of pets approved by the provider to be kept in the resident's room See clauses 26 to 29

Type No pets are to be kept at the premise Number [] Type Not Applicable Number []

For more information on what is defined as a pet and working dog visit the RTA's Renting with pets webpage.

Part 2 Standard Terms

Division 1 Preliminary

1 Interpretation

In this agreement –

- (a) a reference to **the rental premises** includes a reference to any inclusions for the rental premises stated in item 6.2; and
- (b) a reference to a numbered section is a reference to the section in the *Residential Tenancies and Rooming Accommodation Act 2008* (**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 of this agreement; and
- (d) a reference to a numbered clause is a reference to the clause of this agreement with that number.

2 Terms of a rooming accommodation agreement – s 72 – 74

- (1) This part states, under the section 73, the standard terms of a rooming accommodation agreement.
- (2) The Act also imposes duties on, and gives entitlements to, the provider and resident that are taken to be included as terms of this agreement.
- (3) The house rules for the rental premises are taken to be included as terms of this agreement.
- (4) The provider and resident may agree on other terms of this agreement (**special terms**).
- (5) A duty or entitlement under the Act overrides a standard term or special term if the terms are inconsistent with the duty or entitlement.
- (6) A standard term overrides a special term if they are inconsistent.
- (7) Any body corporate by-laws that apply to the occupation of the rental premises by the resident, for the time being in force, are taken to be terms of this agreement.
- (8) A breach of this agreement may also be an offence under the Act.
Examples for subclause (8) –
 - 1 It is an offence for the provider or provider's agent to enter the resident's room in contravention of the rules of entry under sections 257 to 262.
 - 2 It is an offence if the resident does not sign and return the condition report to the provider or provider's agent under section 81.

Division 2 Entering rooming accommodation agreement

3 Start of rooming accommodation agreement

This agreement starts on the day stated in item 7.2

4 Entry condition report – s 81

- (1) This clause applies only if a rental bond is payable, or has been paid, under this agreement.
- (2) The provider or provider's agent must prepare, in the approved form, and sign a condition report for the resident's room and the facilities in the room.
- (3) A copy of the condition report must be given to the resident on or before the day the resident occupies a room in the rental premises under this agreement.
- (4) If the resident does not agree with the condition report, the resident must mark the copy of the report in an appropriate way to show the parts the resident disagrees with.
- (5) The resident must sign and return the copy of the condition report to the provider or provider's agent no later than 7 days after the later of the following days –
 - (a) the day the resident occupies the resident's room;
 - (b) the day the resident is given the copy of the condition report.

- (6) After the copy of the condition report is returned to the provider or provider's agent by the resident, the provider or provider's agent must make a copy of the condition report and return it to the resident within 14 days.
- (7) However, the provider or provider's agent does not have to prepare a condition report for the resident's room if –
 - (a) this agreement has the effect of continuing the resident's right to occupy the room under an earlier rooming accommodation agreement; and
 - (b) in accordance with the Act, a condition report was prepared for the room for the earlier rooming accommodation agreement.
- (8) If a condition report is not prepared for this agreement because subclause (7) applies, the condition report prepared for the earlier rooming accommodation agreement is taken to be the condition report for this agreement.

Continuation of fixed term agreement – s 82

- (1) This clause applies if –
 - (a) under this agreement, rooming accommodation is provided to the resident for a fixed term; and
 - (b) neither the provider nor the resident gives the other party a notice under chapter 5, part 2 of the Act ending the agreement or agrees in writing with the other party to end the agreement under section 366(a).
- (2) This agreement continues to apply after the last day of the term, as a periodic agreement, on the same terms on which it applied immediately before the last day of the term, other than the term about the fixed term.

6 Costs apply to early ending of fixed term agreement – s 396A

- (1) This clause applies if –
 - (a) this agreement is a fixed term agreement; and
 - (b) the resident ends this agreement before the term ends other than in a way permitted under the Act.
- (2) The resident must pay the reletting costs under section 396A(3).
Note – For when the resident may end this agreement early, see clause 30.
- (3) This clause does not apply if, after experiencing domestic violence, the resident ends the resident's interest in this agreement under chapter 5, part 2, division 3, subdivision 2A of the Act.

For more information visit the Domestic violence in a rental property webpage on the RTA website.

Division 3 Rent

7 When, how and where rent must be paid – ss 98 – 100

- (1) The resident must pay the rent stated in item 8.
- (2) The rent must be paid on the days stated in item 10.
- (3) The rent must be paid –
 - (a) in a way stated in item 11; or
Note – Under section 98, at least 2 ways for the resident to pay the rent must be stated in this agreement.
 - (b) in a way agreed after the signing of this agreement by –
 - (i) the provider or resident giving the other party a notice proposing a way; and
 - (ii) the other party agreeing to the proposal in writing; or
 - (c) if the provider or provider's agent intends to change the way rent is paid to a way that is not stated in item 11 and no way is agreed to after the signing of this agreement – in a way the provider or provider's agent proposes by notice to the resident under section 99A.
- (4) The provider or provider's agent must give the resident notice advising of the costs associated with the ways to pay rent offered to the resident that the resident would not reasonably be aware of if the provider or provider's agent knows or could reasonably be expected to find out about the costs.

- (5) Also, the provider or provider's agent must declare any financial benefit the provider or provider's agent may receive if the resident uses a particular way to pay rent.
- (6) If a place is stated in item 12, the rent must be paid at the place.
- (7) If, after the signing of this agreement, the provider gives a notice to the resident stating a place, or a different place, for payment of rent and the place is reasonable, the rent must be paid at the place while the notice is in force.
- (8) If no place is stated in item 12 and there is no notice stating a place, the rent must be paid at an appropriate place.
Examples of an appropriate place –
 - the provider's address for service
 - the office of the provider's agent.

8 Rent in advance – s 101

The provider or provider's agent may require the resident to pay rent in advance only if the payment is not more than 2 weeks rent.

Note – Under section 101(2), the provider or the provider's agent must not require payment of rent under this agreement in a period for which rent has already been paid.

9 Rent increases – ss 105 and 106

- (1) If a provider proposes to increase the rent, the provider must give notice of the proposal to the resident.
Note – see section 105D
- (2) The notice must state –
 - (a) the amount of the increased rent; and
 - (b) the day from which the rent is payable; and
 - (c) if the provider is not an exempt provider under the Act—the day the rent was last increased for the resident's room.
- (3) The day from which the increased rent is payable must not be earlier than the later of the following –
 - (a) 4 weeks after the notice is given;
 - (b) 12 months after the last rent increase for the resident's room in accordance with section 105B.
- (4) Also, if this agreement is for a fixed term, the rent may not be increased before the term ends unless –
 - (a) item 13.1 states rent can be increased; and
 - (b) item 13.3 states the amount of the increase or how the amount of the increase is to be worked out; and
 - (c) the increase is made in accordance with item 13.3.
- (5) Subject to an order of the tribunal, the increased rent is payable from –
 - (a) if this agreement is for a fixed term—the day stated in item 13.4; or
 - (b) if this agreement is not for a fixed term—the day stated in the notice.
- (6) However, increased rent is payable by the resident only if –
 - (a) the rent is increased in compliance with this clause and the Act; and
 - (b) the increased rent is not payable earlier than 12 months after the last rent increase for the resident's room in accordance with section 105B; and
 - (c) the increase in rent does not relate to –
 - (i) compliance of the rental premises with the prescribed minimum housing standards; or
 - (ii) keeping a pet or working dog in the room.
- (7) Subclauses (1) to (6) do not apply if the parties to this agreement amend this agreement to provide for another service to be provided by the provider to the resident and for an increase in the rent in payment of the service.
- (8) However, subclause (7) does not apply if the provision of the service –
 - (a) is necessary for the rental premises to comply with the prescribed minimum housing standards; or
 - (b) is a condition of the provider's approval to keep a pet in the resident's room.

10 Resident's application to tribunal about rent increase – s 105A

- (1) After the provider gives the resident notice of a proposed rent increase, the resident may apply to the tribunal for an order reducing the amount of, or stopping, the proposed increase of rent if the resident believes the increase –
 - (a) is excessive; or
 - (b) is not payable under clause 9.
- (2) However, the application must be made –
 - (a) within 30 days after the resident receives the notice; and
 - (b) if this agreement is a fixed term agreement – before the term of this agreement ends.

11 Rent decreases for matters including loss of amenity or service – s 106

- (1) This clause applies if –
 - (a) the resident's room or common areas become partly unfit to live in, or their amenity or standard substantially decreases, other than because of intentional or reckless damage caused by the resident or a guest of the resident; or
 - (b) a service provided to the resident under this agreement is no longer available or is withdrawn, or the standard of the service substantially decreases, other than because the resident has not met the resident's obligations under this agreement.
- (2) The rent payable under this agreement decreases by the amount, and from the time, agreed between the provider and the resident.
- (3) If the provider and the resident can not agree on the amount or time for the decrease, either of them may apply to a tribunal for an order decreasing the rent by a stated amount from a stated time.

12 Rent decreases because of resident's absence – s 107

- (1) This clause applies if either of the following is not provided to the resident because of the resident's absence –
 - (a) a personal care service;
 - (b) a food service, but only if the resident is absent from the rental premises for a continuous period of more than 2 weeks.
- (2) The provider and the resident may agree to a reduction in rent for the period of the absence.
- (3) If the provider and the resident can not agree on a reduction in rent for the period of the absence, the resident may apply to the tribunal for an order decreasing the rent by a stated amount for the period.

Division 4 Rental bond

13 Rental bond required – ss 111, 116 and 118

- (1) If a rental bond is stated in item 14, the resident must pay to the provider or the provider's agent the bond –
 - (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 resident signs this agreement.
Note – There is a maximum rental bond that may be required. See sections 112(2) and 146.
- (2) The provider or the provider's agent must pay the rental bond to the authority and give the authority a notice, in the approved form, about the bond.
Note – For when the provider or provider's agent must pay the rental bond to the authority, see sections 116 and 118. Generally, the provider or provider's agent must pay the rental bond to the authority within 10 days of receiving it.

- (3) The rental bond is intended to be available to financially protect the provider if the resident breaches this agreement.

Example –

The provider may claim against the rental bond if the resident does not leave the resident's room in the required condition at the end of the rooming accommodation agreement.

Note – For how to apply to the authority or tribunal for the bond at the end of the rooming accommodation agreement, see sections 125 to 141.

14 Increase in rental bond – s 154

- (1) The resident must increase the rental bond if –
- (a) the rent increases and the provider gives notice to the resident 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, giving a notice given under this clause – the date 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 a month after the notice is given to the resident.

Division 5 Outgoings

15 Charge for utility services – s 170

- (1) The resident must pay an amount for utility services supplied to the rental premises during this agreement if –
- (a) the service is stated in item 10(a), and
 - (b) the resident's room is separately metered for the utility service by an appliance approved by the supplying entity.
- (2) The provider must give the resident a copy of the documents about the amount charged by the supplying entity within 4 weeks after the provider receives the documents.
- (3) The resident is not required to pay an amount for utility services if the provider does not give the resident a copy of the documents.

Note – Section 170(2)(b) limits the amount the resident must pay.

Division 6 Rights and obligations of provider and resident

16 Provider's obligations – ss 247 and 249

- (1) The provider has the following obligations –
- (a) to ensure the provider is not in breach of a law dealing with issues about the health or safety of persons using or entering the resident's room or common areas;
 - (b) to take reasonable steps to ensure the resident –
 - (i) always has access to the resident's room and to bathroom and toilet facilities; and
 - (ii) has reasonable access to any other common areas;
 - (c) to take reasonable steps to ensure the security of the resident's room and the resident's personal property in the room;
 - (d) to maintain the resident's room and common areas in a way that the room and areas remain fit for the resident to live in;
 - (e) to take reasonable steps to ensure the resident's room and common areas and facilities provided in the room and areas –
 - (i) are kept safe and in good repair; and
 - (ii) subject to any agreement with the resident about cleaning the resident's room or common areas or facilities – are kept clean;
 - (f) not to unreasonably restrict the resident's guests in visiting the resident;
 - (g) to ensure that the times during which the provider, or provider's agent, is available to be contacted by the resident are reasonable, having regard to all the circumstances including the services being provided to the resident under this agreement;

- (h) to ensure the rental premises otherwise comply with any prescribed minimum housing standards applying to the rental premises.

- (2) For subclause (1)(e)(ii), an agreement about cleaning common areas may be made only for a common area used by the resident and a minority of other residents of the provider.

Example –

Four residents have individual rooms opening out onto a living area which is available for use only by those residents. The provider and the 4 residents may agree that the cleaning of the living area is to be done by the 4 residents.

The provider must take reasonable steps to ensure the resident has quiet enjoyment of the resident's room and common areas.

- (4) The provider or the provider's agent must not interfere with the reasonable peace, comfort or privacy of the resident in using the resident's room and common areas.

Resident's obligations generally – s 253

- (1) The resident has the following obligations –
- (a) to use the resident's room and common areas only or mainly as a place of residence;
 - (b) not to use the resident's room or common areas for an illegal purpose;
 - (c) not to interfere with, and to ensure the resident's guests do not interfere with, the reasonable peace, comfort or privacy of another resident or another resident's appropriate use of the other resident's room or common areas;
 - (d) to pay the rent when it falls due;
 - (e) not to keep an animal on the rental premises without the provider's approval;
 - (f) not to intentionally or recklessly damage or destroy, or allow the resident's guests to intentionally or recklessly damage or destroy, any part of the rental premises or a facility in the rental premises;
 - (g) to keep the resident's room and inclusions clean, having regard to their condition at the start of this agreement;
 - (h) to maintain the resident's room in a condition that does not give rise to a fire or health hazard.

Examples of a fire hazard –

- allowing newspapers to build up in the resident's room
- blocking access to the resident's room.

- (2) The resident's obligations under subclause (1) do not apply to the extent the obligations would have the effect of requiring the resident to repair, or compensate the provider for, damage to the resident's room or inclusions caused by an act of domestic violence experienced by the resident.

For more information visit the Domestic violence in a rental property webpage on the RTA website.

18 House rules – ss 266–276

- (1) The resident must comply with the house rules for the rental premises.
- (2) The provider or provider's agent must give a copy of the house rules for the rental premises to the resident before entering into this agreement.
- (3) The provider or the provider's agent for the rental premises must ensure a copy of the house rules for the rental premises is displayed, at all times, at a place in the rental premises where it is likely to be seen by the residents.
- (4) At least 7 days before making any changes to the house rules for the rental premises, the provider must give a notice to the resident stating the following –
- (a) the proposed changes and the day the changes are to take effect;
 - (b) that the resident may object to the changes and how an objection may be made.
- (5) However, if this agreement starts less than 7 days before the proposed changes are to take effect, the provider need only give the notice mentioned in subclause (4) when this agreement starts.

19 Number of occupants allowed

- (1) No more than the number of persons stated in item 18.1 may reside in the room.
- (2) No more than the number of persons stated in item 18.2 may reside at the rental premises.
- (3) However, more people may reside in the resident's room or at the rental premises if the resident and the provider agree.

20 Supply of locks and keys – s 250

- (1) The provider must supply and maintain all locks necessary to ensure the resident's room is reasonably secure.
- (2) The provider must give the resident a key for each lock that secures an entry to the following –
 - (a) the resident's room;
 - (b) a building or building within which the resident's room and common areas are situated.
- (3) The resident must not make a copy of the key without the provider's permission.
- (4) The resident must not tamper with a door lock in the rental premises.

21 Changing locks – s 251

- (1) The resident may request the provider to change or repair a lock that secures entry to the resident's room if the resident reasonably believes there is the likelihood –
 - (a) risk to the resident's safety; or
 - (b) theft of, or damage to, the resident's belongings.
- (2) The provider must not act unreasonably in failing to agree to change or repair the lock.
- (3) Also, the provider must change or repair the lock if the request stated in (1) is made for the purpose of protecting the resident from domestic violence.

For more information visit the Domestic violence in a rental property webpage on the RTA website.
- (4) If the provider changes a lock because of a request mentioned in subclause (3), the provider must not give a key for the changed lock to any other person other than the resident without the resident's agreement or a reasonable excuse.

22 Fixtures or structural changes – ss 254A–255A

- (1) The resident may attach a fixture, or make a structural change, to the rental premises only if –
 - (a) the resident gives the provider a request, in the approved form, for approval to attach the fixture or make the structural change; and
 - (b) the provider agrees to the request; and
 - (c) for body corporate rental premises—the body corporate agrees to the request;
 - (d) the fixture is attached, or structural change is made, in accordance with the provider's agreement.

Note – Fixtures are generally items permanently attached to land or to a building that are intended to become part of the land or building. Attaching a fixture may include, for example, gluing, nailing or screwing the fixture to a wall.

- (2) The provider must –
 - (a) decide the request –
 - (i) within 28 days after receiving the request; or
 - (ii) if the rental premises are not body corporate rental premises—within a longer period, if agreed to by the resident and provider; and
 - (b) advise the resident of the provider's decision; and
 - (c) if the provider agrees to the request and the rental premises are body corporate rental premises –
 - (i) state that the provider's agreement is subject to the agreement by the body corporate; and
 - (ii) give the request to the body corporate within 28 days after receiving the request; and
 - (iii) advise the resident as soon as reasonably practicable of the body corporate's decision about the request.

- (3) If the provider agrees to the request, the provider must give the resident an agreement that –
 - (a) is in writing; and
 - (b) describes the nature of the fixture or structural change; and
 - (c) states any conditions of the agreement, including any conditions given by the body corporate.

Examples of conditions –

- that the resident must maintain the fixture in a particular way
- that the resident must remove the fixture and must repair damage caused by removing the fixture
- that the provider must compensate the resident for the fixture if the resident can not remove it

- (4) The resident must comply with any conditions of the agreement given by the provider or body corporate.
- (5) In this clause –

body corporate rental premises means rental premises –

- (a) that are part of a body corporate scheme; and
- (b) for which, under a body corporate law or body corporate by-law, the approval of the body corporate is required for the attachment of a fixture, or the making of a structural change, to the premises.

23 Action by provider for breach of provider's agreement about fixture or structural change – s 256

- (1) This clause applies if –
 - (a) the resident attaches a fixture, or makes a structural change, to the rental premises; and
 - (b) the provider's agreement is given under section 255 to attach the fixture or make the structural change; and
 - (c) the resident does not attach the fixture, or make the structural change, in accordance with the provider's agreement.
- (2) The provider may –
 - (a) take action for a breach of a term of this agreement; or
 - (b) waive the breach and treat the fixture or structural change as an improvement to the rental premises for the provider's benefit.

24 Provider's right to enter resident's room – ss 257–262

The provider or the provider's agent may enter the resident's room during this agreement only if the obligations under sections 257 to 262 have been complied with.

25 Body corporate by-laws

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

Division 7 Pets

26 Keeping pets and other animals in resident's room – ss 256B and 256G

- (1) The resident may keep a pet or other animal in the resident's room only with the approval of the provider.
- (2) However, the resident may keep a working dog in the resident's room without the provider's approval.

- (3) The resident has the approval of the provider to keep a pet in the resident's room if keeping the pet in the room is consistent with item 20.

Notes –

- 1 If item 20 states 2 cats, the resident is approved by the provider to keep up to 2 cats in the resident's room.
- 2 For additional approvals to keep a pet in the resident's room see clause 28.

- (4) An authorisation to keep the pet or working dog in the resident's room continues for the life of the pet or working dog and is not affected by any of the following matters –

- (a) the ending of this agreement, if the resident continues occupying the room under a new agreement;
- (b) a change in the provider or provider's agent;
- (c) for a working dog – the retirement of the dog from the service the dog provided as a working dog.

- (5) An authorisation to keep a pet, working dog or other animal in the resident's room may be restricted by a body corporate by-law, house rules or other law about keeping an animal at the rental premises.

Examples –

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

27 Resident responsible for pets and other animals – s 256C

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

28 Request for approval to keep pet – ss 256D and 256E

- (1) The resident may, using the approved form, request the provider's approval to keep a stated pet in the resident's room.
- (2) The provider must respond to the resident's request within 14 days after receiving the request.
- (3) The provider's response to the request must be in writing and state –
 - (a) whether the provider approves or refuses the resident's request; and
 - (b) if the provider approves the resident's request subject to conditions – the conditions of the approval; and

Note – See clause 29 for limitations on conditions of approval to keep a pet in the resident's room.
 - (c) if the provider refuses the resident's request –
 - (i) the grounds for the refusal; and
 - (ii) the reasons the provider believes the grounds for the refusal apply to the request.
- (4) The provider may refuse the request for approval to keep a pet in the resident's room only on 1 or more of the following grounds –
 - (a) keeping the pet would exceed a reasonable number of animals being kept in the room or at the rental premises;
 - (b) the room is unsuitable for keeping the pet because of a lack of appropriate space or other things necessary to humanely accommodate the pet;
 - (c) keeping the pet is likely to cause damage to the room or inclusions that could not practicably be repaired for a cost that is less than the amount of the rental bond for the room;
 - (d) keeping the pet would pose an unacceptable risk to the health and safety of a person, including, for example, because the pet is venomous;
 - (e) keeping the pet would contravene a law;

- (f) keeping the pet would contravene a body corporate by-law or house rule applying to the rental premises;
 - (g) if the provider proposed reasonable conditions for approval and the conditions comply with clause 29 – the resident has not agreed to the conditions;
 - (h) the animal stated in the request is not a pet as defined in section 256A;
 - (i) another ground prescribed by a regulation under section 256E(1)(i).
- (5) The provider is taken to approve the keeping of the pet in the resident's room if –
- (a) the provider does not comply with subclause (2); or
 - (b) the provider's response does not comply with subclause (3).

29 Conditions for approval to keep pet in resident's room – s 256F

- (1) The provider's approval to keep a pet in the resident's room may be subject to conditions if the conditions –
 - (a) relate only to keeping the pet in the resident's room; and
 - (b) are reasonable having regard to the type of pet, the room and the rental premises; and
 - (c) are stated in the written approval given to the resident under clause 28(3).
- (2) Without limiting subclause (1)(b), the following conditions of the provider's approval are taken to be reasonable –
 - (a) a condition requiring the pet generally be kept in the resident's room;
 - (b) if the pet is capable of carrying parasites that could infest the resident's room – a condition requiring the room to be professionally fumigated at the end of this agreement;
 - (c) if the pet is allowed inside the resident's room – a condition requiring carpets in the room to be professionally cleaned at the end of this agreement.
- (3) A condition of the provider's approval to keep a pet in the resident's room is void if the condition –
 - (a) would have the effect of the provider contravening section 176 or 177; or
 - (b) would, as a term of this agreement, be void under section 178; or
 - (c) would increase the rent or rental bond payable by the resident; or
 - (d) would require any form of security from the resident.
- (4) For subclause (2), the resident's room is professionally fumigated, and carpets are professionally cleaned, if the fumigation and cleaning are done to a standard ordinarily achieved by businesses selling those services.

Division 8 When agreement ends

30 Ending of agreement – s 366

- (1) This agreement ends only if –
 - (a) the provider and resident agree, in a separate written document, to end this agreement; or
 - (b) the provider gives the resident a notice requiring the resident to leave the rental premises and the resident leaves the premises; or

Note – The notice must comply with chapter 5, part 2 of the Act.
 - (c) the resident or provider gives a notice terminating the agreement on a stated day; or

Note – The notice must comply with chapter 5, part 2 of the Act.
 - (d) the resident vacates, or is removed from, the rental premises after receiving a notice from a mortgagee or appointed person under section 384; or
 - (e) the resident abandons the resident's room and the period for which the resident has paid rent has ended; or

Note – See section 509 for indications the resident has abandoned the resident's room.
 - (f) the tribunal makes an order terminating this agreement.

- (2) Also, this agreement ends for a sole resident if –
- the resident gives the provider a notice ending residency interest and vacates the rental premises; or
Note – See chapter 5, part 2, division 3, subdivision 2A of the Act for the obligations of the resident and provider relating to a notice ending residency interest.
 - the resident dies.
Note – See section 387A for when this agreement ends if a sole resident dies.

31 Condition room must be left in – 253

- (1) At the end of this agreement, the resident must leave the resident's room and inclusions, as far as possible, in the same condition they were in at the start of this agreement, fair wear and tear excepted.
- Examples of what may be fair wear and tear –*
- wear that happens during normal use
 - changes that happen with ageing
- (2) The resident's obligation mentioned in subclause (1) does not apply to the extent the obligation would have the effect of requiring the resident to repair, or compensate the provider for, damage to the resident's room or inclusions caused by an act of domestic violence experienced by the resident.
- For more information visit the [domestic violence in a rental property](#) webpage on the RTA website.

32 Keys

At the end of this agreement, the resident must return to the provider all keys for the resident's room and the rental premises.

33 Goods or money left behind in rental premises – s 392 and 393

- The resident must take all of the residents belongings from the rental premises at the end of this agreement.
- The provider must not treat belongings left behind as the provider's own property, but must deal with them under sections 392 and 393.

Division 9 Miscellaneous

34 Supply of goods and services – s 176

- The provider or the provider's agent must not require the resident to buy goods or services from the provider, the provider's agent or a person nominated by the provider or provider's agent.
- Subclause (1) does not apply to –
 - a requirement about a food service, personal care service or utility service; or
 - a condition of an approval to keep a pet in the resident's room if the condition –
 - requires the carpets in the room to be cleaned, or the room to be fumigated, at the end of this agreement; and
 - complies with clause 29; and
 - does not require the resident to buy cleaning or fumigation services from a particular person or business.

35 Provider's agent – s 248

- The name and address for service of the provider's agent is stated in item 3.
- Unless a special term provides otherwise, the provider's agent may –
 - stand in the provider's place in any application to the tribunal by the provider or the resident; or
 - do any thing else the provider may do, or is required to do, under this agreement.
Note – See also sections 24 and 25.

36 Notices

- A notice under this agreement must be written and, if there is an approved form for the notice, in the approved form.
- A notice from the resident to the provider may be given to the provider's agent.
- A notice may be given to a relevant party –
 - by giving it to the party personally; or
 - if an address for service for the relevant party is stated in item 1, 2, 3 or 4 – by leaving it at the address or sending it by prepaid post as a letter to the address; or
 - if an electronic address for a type of electronic communication for the relevant party is stated in item 1, 2, 3 or 4 and item 1 indicates that a notice may be given by that type of electronic communication – by sending it by electronic communication to the electronic address in accordance with the *Electronic Transactions (Queensland) Act 2001*.
Examples of types of electronic communication – email, facsimile, text message
- If no address for service is stated in item 2 for the resident, the resident's address for service is taken to be the address of the rental premises.
- A relevant party may change their address for service or electronic address only by giving notice to each other relevant party of their new address for service or a new electronic address.
- On the giving of a notice of a new address for service or new electronic address for a relevant party, the address for service or electronic address stated in the notice is taken to be the relevant party's address for the relevant item in this agreement.
- A relevant party may withdraw their consent to notices being given to them by electronic communication, or to a specific electronic address, only by giving notice to each other relevant party that notices are no longer to be given to the relevant party electronically, or to that electronic address.
- Unless the contrary is proved –
 - a notice left at an address for service is taken to have been received by the person to whom the address relates when the notice was left at the address; and
 - 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
 - a notice sent by electronic communication to an electronic address is taken to have been received by the recipient –
 - if the type of electronic communication is email – when the email enters the recipient's email server; or
 - if the type of electronic communication is facsimile—when the sender's facsimile machine produces a transmission report indicating all pages of the notice have been successfully sent; or
 - otherwise—at the time stated in the *Electronic Transactions (Queensland) Act 2001*, section 24.
- In this clause –

relevant party means –

 - the provider; or
 - the resident; or
 - if there is an agent of the provider—the provider's agent; or
 - if there is a representative for the resident—the representative.

representative means a person acting for the resident under section 525(1)(c).

Part 3 Special terms

Insert any special terms here. See clause 2(4) to 2(6)

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 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 alarm 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 fee is currently in excess of \$100 for F25. Fees may be increased on an annual basis at the beginning of each financial year, at the discretion of Queensland Fire and Emergency Services.

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 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 the 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 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.

RTA Rent Update

- Please note as per the RTA, based on the room allocation you may be eligible for a rent credit if your room rate when checked in is greater than the last rent increase amount on the last rent increase date. Rent credit is calculated based on the time between the contract start date and last rent increase date where new rent is greater than last rent increase amount. For more information, please contact our customer service team. Rent credit, where applicable, will be applied to your account and maybe available for a refund at the end of your fixed term agreement.

Rooming accommodation agreement (Form R18)

Residential Tenancies and Rooming Accommodation Act 2008



The resident/s must receive a copy of any applicable by-laws if copies have not previously been given to the resident/s.
Do not send to the RTA—give this form to the resident/s, keep a copy for your records.



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

Signature of the agent, manager/provider or provider's agent

Name/trading name

BCA Management Pty Ltd trading as UniLodge Toowong

Signature

Date

[Handwritten signature]

Signature of resident 1

Indicate if acting on authority under *Guardianship and Administration Act 2000* or *Powers of Attorney Act 1998*.

Print name

Signature

Date

Signature of resident 2

Indicate if acting on authority under *Guardianship and Administration Act 2000* or *Powers of Attorney Act 1998*.

Print name

Signature

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
- Breaching 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.

Identification

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

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.



Initial Here

Events in Rooms

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

- no more than 3 extra guests in a Studio apartment
- no more than 4 extra guests in a twin share apartment

If an event is being held with more people than the guidelines above, an event request form must be 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 twin share apartments, they require the unanimous consent of all residents before having these events.

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 10 pm.

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.



Initial Here

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 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 abide by the 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. Approval of guest stay request is at the discretion of UniLodge management.

Overnight guests are not permitted for exam studies.

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.



Initial Here

Transport

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

Informing Emergency Contact Person(s)

As a rule, informing the nominated emergency contact person(s) is the resident's option. However, in cases where there is a 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 on a rental instalment date, it is your responsibility to ensure that your rent is prepaid at all times. To avoid an 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 not permitted unless a written application (with dimensions and all applicable details) is submitted to, and approved by UniLodge management. Every request will be looked at separately depending on the size of the unit and furniture required.

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.



Initial Here

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 source 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 regarding music (including video soundtracks), videos and photographs.
- *Add value and don't spam.* Support 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 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: toowong@unilodge.com.au

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



Initial Here

Eligibility of Residents

All residents must be enrolled in and 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 Rooming 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 **NO** circumstances are any illegal substances permitted within the complex. Failure to comply with this rule can result in eviction.

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

Smoking

UniLodge 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



Initial Here

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 quiet drinks.

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

Designated Drinking Areas

- Resident Apartments

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. Under no circumstances will intoxication 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 policy.

All empty glass bottles and cans must be properly disposed of in the recycling bins located in the common areas or via the rubbish chute located on each floor pressing the recycle option on the chute diverter.

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. The pool is accessible between the hours of 6 am and 10 pm. 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.



Initial Here

Pets

Pets need to be approved by Unilodge Toowong. Please contact our staff member for further information.

Personal Electric Vehicles Charging

Tenants are strictly prohibited from charging electric bicycles, electric scooters, hoverboards, or similar electric vehicles inside apartments, hallways, kitchens, or any other indoor areas. These devices may only be charged in designated charging areas provided by management. Any violation of this policy will be considered a breach of the tenancy agreement. In the event of an accident, damage, or loss resulting from unauthorized charging, the tenant will be fully liable for all associated costs, claims, and compensation.

Noise

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

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

Cleaning and Inspections

All residents are responsible for the day-to-day cleaning of their apartment. 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.

External Removalist Company

Residents who choose to engage an external removalist company or arrange for friends or family to assist with vacating the property must obtain prior approval from the property management team.

Residents are required to provide the ABN of the removalist company or full details of the individual(s) attending. The resident must be present on-site during the moving process. If the resident is unable to attend, they must provide written consent via email authorizing the property to grant access to the nominated removalist company or individual(s).

By engaging external parties, the residents accept full responsibility for their behavior and actions while on the premises and agree to take full liability for any injuries, damage, loss, disruption, or complaints arising from their chosen removalist or helpers. Any associated repair, cleaning, security, or administrative costs will be charged to the resident.

All vacating must be completed and the premises returned by 10:00am AEST on the lease end date. The move must take place during reception hours (10am - 6pm Monday to Friday excluding public holidays).

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 them.


Initial Here

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 a professional cleaning, mattress steam cleaning, and the cost of a replacement mattress protector and shower curtain (please contact reception for pricing).

You may choose to engage a professional company to do the cleaning or do it yourself. Should you wish to do so, please contact UniLodge staff to obtain a checklist of items that need to be addressed. If engaging someone to do the cleaning or repairs, ensure they are reputable. Check the work when it is done to make sure you are satisfied. Our team will inspect your apartment after you have cleaned to ensure it meets expectations prior to releasing the bond. If the cleaning is unsatisfactory, we will engage our professional cleaner at an additional cost. Minimum charge applies.

SAMPLE



Initial Here

ACKNOWLEDGMENT DOCUMENTS



TOOWONG

Name: _____
Room Number: _____
Entry ID: _____

The following form contains information that is essential to your stay here at UniLodge Toowong. Please read each section carefully and initial that you understand and agree. If you have any questions/concerns, don't hesitate to ask.

 **CONSENT FOR IMAGE**
I give consent to UniLodge Toowong and UniLodge Australia the right to use and/or retain an image or recording that is taken of me for advertising and company purposes.

 **POOL**
I acknowledge that I have read and understand the pool safety rules and will abide by the rules for the duration of my lease agreement.

 **HANDBOOK**
I have read, fully understood and will abide by and accept the contents of the resident handbook.

 **EMERGENCY CONTACTS**
I consent that UniLodge Toowong may contact my nominated emergency contact in the event of a serious event or otherwise required/permitted by law.
Name: _____ Relationship: _____
Email: _____ Mobile: _____

 **SMOKING**
I understand and agree that smoking is strictly prohibited within the building and when smoking, I must be at least 5 meters from the building perimeter.

 **SWIPE CARD**
I understand and agree that I am not to give/lend my card to anyone under any circumstances. Replacement keys are charged at \$50 as are after hours lock out calls. I will receive one free call out and any subsequent call-outs will incur a \$50 lockout fee.

 **WAIVER OF LIABILITY**
I understand that staff/cleaners/sub-contractors will enter to inspect, clean or repair aspects of my apartment. UniLodge Toowong and it's sub-contractors do not accept responsibility for your personal items and encourage you keep your apartment clean, tidy and secure.

 **COOKING**
I understand that cooking on hotplates are not allowed in my room as there is no exhaust system to evacuate hot air. All cooking is to done in the Share Kitchens where the hotplates and ovens are. Air fryers, toasters and sandwich pressers have set off smoke alarms previously.

 **GARBAGE CHUTE**
I understand and agree to flatten boxes and take them to garbage bins next to the garage. I will not put cardboard boxes, pillows, doona's and large items down the general or recycled rubbish chute.

Signature: _____ Date: _____

By signing this document you acknowledge that you have read and agree to abide all the above.

FIRE EVACUATION

UniLodge

TOOWONG

Name: _____
Room Number: _____
Entry ID: _____

I understand that

A siren and a voice with instructions will sound across the building in a fire or emergency. I am to follow the directions and not take anything with me. I am to go immediately to the closest emergency stairwell, straight down to the bottom of the stairs and exit through the fire exit door on the ground floor.

I am to look out for UniLodge Staff wearing Hi-Viz Vests and Hard Hats. UniLodge Toowong staff members will direct me to the corner of Archer St, vacant lot assembly point. I will use fire stairs in the event of an emergency and nothing is to be put against the door to hold it open at any time.

I understand that I am not permitted to cook inside my apartment. If excessive smoke occurs while I am cooking in the kitchen, I agree not to open the kitchen door to the corridor, as this may allow smoke to spread and potentially activate the fire alarm. Instead, I will immediately open the window or, for kitchens on Level 6 and above, the kitchen terrace door, to ventilate the space.

I acknowledge that if a fire alarm is triggered, it is automatically reported to the fire brigade. UniLodge Toowong does not have the authority to cancel the alarm. I will be charged for unwanted alarm activation fee of \$1,506.06, or an amount otherwise determined by QFES. I understand this fee is imposed by QFES and not UniLodge Toowong, and that it may increase without prior notice.

If there is a fire evacuation, I am to follow the fire safety guidelines stated above, any instructions given to me by UniLodge Staff and I will follow, and I understand the fire evacuation diagram provided to me in my room and throughout the building.

Signature: _____ Date: _____

By signing this document you acknowledge that you have read and agree to abide all the above.

EARLY TERMINATION

UniLodge

TOOWONG

Name: _____
Room Number: _____
Entry ID: _____

I understand that

A lease agreement is a legally binding document, and you are responsible for rental payment until the end of your lease. When considering prematurely terminating your tenancy agreement, it is your responsibility to:

- Give a least 7 days' notice by submitting Form R13 – Notice of Intention to leave.
The residency ends on the end date of the agreement or the end date of the notice period (whichever is longer).
- If you break the tenancy agreement (e.g. you decide to leave early), you may be responsible for reletting costs. Reletting costs are calculated based on how much of the lease has expired. Please refer to RTA website or reception.
- \$199 departure cleaning fee. Fees are required prior to the process and the accounts needs to be settled/up to date.
- Pay all outstanding fees before your departure.

Signature: _____ Date: _____

By signing this document you acknowledge that you have read and agree to abide all the above.

YOUR SCHEDULE OF FEES

UniLodge

TOOWONG



It's an honor to have you here. Our home is your home and as a resident at UniLodge Toowong, we hope you treat it as your home. However we do reserve the right to charge accordingly if you choose to break Queensland laws, legislation and house rules.



DESCRIPTION

FEE

Fire Alarm Activation

\$1505.60 or otherwise advised by QFES



Lockout
Free during reception opening hours.

\$50.00 per lockout after-hours; 1st lockout free per lease



Lost key card

\$50.00 per replacement card



Smoking in non-designated areas

\$500.00



Smoke Detector tampering including but not limited to covering, taping, touching

\$1,000.00



Room Change

One (1) weeks rent



Break Lease

Reletting costs are calculated based on how much of the lease has expired. Please refer to RTA website or reception.



Departure cleaning

\$249.00 - includes hotel quality mattress protector and shower curtain replacement plus sanitising and Bond Clean.



Additional cleaning

\$100.00 per hour based on the state of the room. Minimum \$100.00 applies.



Rubbish removal

Minimum \$100.00 charged when rubbish is left in the apartment at time of check-out or disposed illegally in front of rubbish chute or foyer.



Illegal disposal - rubbish & waste

Minimum \$500.00 charged for disposing of rubbish in non-designated areas. This includes putting boxes, pillows, doona's and large items down the rubbish chute.



Credit Card surcharge fee 1.43% for MasterCard and VISA. AMEX and DinersClub card are not accepted. Credit Card surcharge fee may increase without further notice.