

NAME «Name\_First» «Name\_Last» \_\_\_\_\_.

ROOM NUMBER «Room» \_\_\_\_\_.

ROOM STYLE «Room\_Type\_» \_\_\_\_\_.

# UniLodge Darwin

## Residential Tenancy Agreement

## EXPLANATORY NOTES

This Tenancy Agreement is a legally binding contract between you and the Owner of the Property for the term stated or any extension.

The Owner has appointed the UniLodge as the Landlord to manage the Property and the Landlord has a legal responsibility to ensure that the rent is paid on time and the Property is maintained.

You are responsible for informing the Landlord in writing of repairs and/or maintenance as they occur, and the Landlord must attend to your notice in accordance with the Northern Territory Residential Tenancies Act 1999.

Except in the case of emergencies, the Owner and the Landlord must have your permission to enter the Property to carry out inspections, repairs, and maintenance or to show the Property to prospective purchasers and tenants. You must not obstruct their access by unreasonably refusing them entry.

If the Property is sold during the term of your tenancy, you are entitled to remain in the Property for the remainder of the term of the tenancy.

You should not have any dealings with any agent appointed to sell the Property - direct him or her to the Landlord appointed to manage the Property and deal only through the managing Landlord.

Should you wish to vacate the Property before this Tenancy Agreement expires, you must notify the Agent in writing. You will be responsible for the administrative costs incurred by the Owner in establishing a new tenancy, penalty fees for early termination/or lease break and for the payment of the rent up until a new tenant takes over the Property, the payment of any shortfall between the rent paid by the new tenant and the rent payable by you under this Agreement up until the tenancy expiry date specified in this Agreement.

You must give to the Landlord not less than two (2) weeks' notice in writing of your intention to vacate the Property on or after the expiration of the term of the tenancy.

Your security Deposit will be refunded by a "not negotiable" Trust Account Cheque or Bank Deposit in accordance with Section 52(3) of the Agents Licensing Act.

If a dispute arises between you and the Owner in relation to your respective rights and obligations under this Agreement, you or the Owner may apply to the Commissioner of Tenancies or NTCAT to resolve the dispute.

The Northern Territory Swimming Pool Safety Act 2004 requires that all pools and spas on residential properties less than 1.8 hectares be enclosed by a swimming pool barrier that is certified or notified in accordance with the required safety standards specified in the Act. Any structure used for swimming, wading, or paddling that is capable of holding 30 centimetres of water are included and this includes pools and spas of a portable or temporary nature.

You have the right to contact NTCAT (Northern Territory Civil and Administrative Tribunal) if you have a dispute regarding your residential rental agreement that cannot be resolved with UniLodge Darwin.

### **Australia Federal Privacy Act - Collection Notice**

The personal information you provide in this agreement is necessary for us to verify your identity and to manage the tenancy. Personal information about you collected in this agreement and during the course of the tenancy may be disclosed to other parties as permitted by the Australian Privacy Act including to the landlord, other agents and operators of tenancy reference databases as well as tradespeople, owner's corporations, government and statutory bodies and to third parties as required by law. If you fail to comply with your obligations under this agreement, that fact may also be disclosed to the other parties involved. The Landlord will only disclose information in this way to other parties as required performing their duties under this agreement, to achieve the purposes specified above or as otherwise allowed under the Privacy Act 1988. If you would like to contact us or access the personal information, we hold you can do so by contacting us at the address and contact numbers contained in this agreement. If the information is not provided, we may not be able to proceed with the Tenancy.

*I hereby declare that I have read and understood the above Explanatory Notes*

Page 1/14

TENANT/s (Initials) \_\_\_\_\_

LANDLORD (Initials) \_\_\_\_\_

During the term of this tenancy or any extension thereof SUBJECT TO the covenants are agreements stated hereunder:

**THE TENANT AGREES TO:**

**1. Rental Payments:**

To pay the rent duly and punctually two weeks in advance without any variation or deduction whatsoever in the manner set out or in such other manner as the Owner may direct in writing. The Owner may contact Charles Darwin University or Other education provider to report if the tenant is delinquent in rent for disciplinary action. If the tenant is attending college, the Owner reserves the right to contact the relevant Department for disciplinary action if the tenant is delinquent in rent.

a) In the event of a rental payment being returned unpaid or having to be re-presented, the TENANT agrees to pay any bank fees that the Owner incurs.

**2. Legal Use of Name and Information:** The Tenant warrants that he/she has not knowingly given any false information about the Tenant's identity which is material to the Owner's decision to grant this tenancy to the Tenant, and the Tenant agrees that where information is required to be given by the Tenant to the Owner in relation to the Tenancy Agreement under the Law, the Tenant will not knowingly give false information. Nicknames or assumed names are not permitted for signature documents regarding rental of the premises. Only use of names as appears on legal identification (i.e., passports, driver's licence and birth certificates are permitted for this rental agreement and associated documents from all Tenants as submitted to the Owner.

**3. Cleanliness of the Property:** To keep the Property in a clean and sanitary condition free from dirt, mould, oils, grease, odours, insects, and vermin.

**4. Operation of Equipment and Appliances:** It is the Tenant's responsibility to ensure that the Tenant knows how to operate all equipment and appliances, including the cleaning of air-conditioner filters.

**5. Keep Wall Surfaces Clean:** Not to put any nails, screws, tape, Blu-Tack, stickers, or any fasteners into any of the walls, floors, doors, ceilings, or timbers of the Property without the Owner's consent in writing. The TENANT must obtain the LANDLORD's or the agent's written consent before painting or affixing any sign or antenna or cabling to the inside or outside of the premises.

**6. Keep Drains Clear:** Not to use the drains toilets or other apparatus, for any purpose other than for which they were constructed and not to deposit rubbish, cooking oil, hair, pins, rubber or latex items or other unsuitable matter therein nor to cause overflow or flooding. The Tenant agrees to pay the cost of repairs of any damage or blockage resulting from such misuse and authorizes the Owner to deduct these costs from rent.

**7. Care of Glass:** To pay the cost of replacement of any broken or cracked glass caused by the wilful neglect, negligent conduct or accidental damage by the tenant or other persons in the Property with his consent.

**8. Locks:** Not to tamper with, change or add any locks without:

- a. the consent of the Owner, or
- b. in the case of an approved alteration to or the addition of a lock or security device, the Tenant must give to the Owner a key to the lock or security device as soon as practicable after the alteration /addition; and
- c. any replacement of key or changes to locks resulting from the loss of keys or changing of locks by the tenant will be paid for by the Tenant and the Tenant must give the Owner copies.

**9. Avoid Alterations to Property:** Not to make or permit to be made any alterations or additions to the Property without the written consent of the Owner which may be given or refused at the Owner's absolute discretion and upon such terms as the Owner deems fit.

- 10. Care of Property:** To replace any item or repair immediately any damage caused to the Property by wilful, accidental, or negligent conduct of the Tenant or persons, coming into or upon the property with his/her consent. Consent to the repair of any damage may be given or refused at the Owner's absolute discretion and upon such terms as the Owner deems is in the best interest in maintaining the financial and visual viability of the Property.
- a. To notify the Owner of any accident, damage or defect, or the need for any repairs and maintenance to the Property as soon as practicable after the Tenant becomes aware of the accident, damage or defect or the need for repairs or maintenance, other than damage of a trivial kind. All maintenance items and repairs must be advised in writing to the Owner. Emergency repairs that endanger the safety of the Tenant or others or cause extensive damage to the premises (i.e., flooding, health risk, etc.) are to be brought to the attention of the Landlord and/or appointed staff at the front office during business hours. Or if the incident occurs after hours, to contact the emergency residential advisers immediately. The tenant is to also follow up with report of the repair in writing to the Landlord.
  - b. That if repairs are carried out because of a notification by the Tenant and it is proven the need for those repairs was due to the Tenant's misuse of the Property or negligence, false report or to the removal or installation of a fixture by the Tenant, the Tenant shall pay the account incurred upon request.
  - c. To maintain and replace electric light globes, tubes, and starters.
  - d. Not to interfere with any plant or equipment forming part of the Property.
- 11. Private Residential Use of Property:** To use the Property solely for private residential purposes and not for any other purpose without the written consent of the Owner.
- 12. All Occupants of the Property Must be Pre-Approved by the Owner.** The TENANT acknowledges that the rented premises are the principal place of residence for the TENANT/S named on the tenancy agreement. Should the TENANT/S wish to have other people live at the rented premises they must obtain the written consent of the LANDLORD. If the additional person(s) intends to reside at the property, they are required to complete an application and be approved by the LANDLORD. It will then be determined if the additional person(s) is added to lease as a leaseholder or as an authorised occupant.
- 13. Refrain from Subletting:** Tenant agrees not to assign the Tenant's interest in the tenancy or to sublet the Property without the written consent of the Owner.
- 14. Not Jeopardize Insurance of Premises:** Not to create or suffer to be done anything that might render void or voidable or otherwise prejudice any insurance on the property or cause any premiums on the Property to be increased.
- a. To pay the Owner on demand all sums paid by the Owner by the way of increased insurance premiums due to a breach of this agreement by the Tenant.
- 15. Indemnify the Owner and Landlord:** To indemnify the Owner and Landlord against:
- a. any injury, loss or damage which may be caused to the property.
  - b. the death or injury of the Tenant the members of his family or household, his guests, and invitees.
  - c. loss of or damage to the Tenant's property or the property of another person resulting from use or misuse of the Property by the Tenant or the other persons on the Property with his consent.
- 16. The TENANT further acknowledges** that the LANDLORD's insurance *does not* provide cover for the TENANT's possessions. *(Note: it is strongly advised the TENANT obtain contents insurance to adequately cover their possession with a selected insurer of their choosing. The Landlord does not recommend any particular company or agency.)*
- 17. Rubbish and Recyclable Items:** To place all household rubbish and recyclable items in rubbish chutes or general waste bins in the carpark area that are provided for such purpose and ensure the collection of rubbish and recyclable items from the property on a weekly basis. Not to allow the storing on the Property of any items the Owner believes are unsightly or not appropriate to be kept on the Property. Rubbish bins must be left empty at the end of the tenancy and in a sanitary condition. Owner reserves the right to impose a fine as posted for rubbish left outside of bins or in hallways or open areas. Tenant agrees and understands the Owner may deduct such fines from rent.

**18. Not to:**

- I. Keep any animals or birds or fish including reptiles and mammals upon the Property.
- II. Erect or affix any television antenna upon the Property.
- III. Display any placard advertisement sign letters or design in or upon the exterior of the Property.
- IV. Plant trees or shrubs upon the Property.
- V. Allow any damage or staining to be caused to the Property by fridges or pot plants.
- VI. Park any vehicle upon the Property other than on the space allotted (if any).
- VII. Place any obstruction of any description in the yard space without the written consent of the Owner.

**19. Legal Use of the Premises Only:** Not to use the Property for any illegal purpose. Not to have or use illegal drugs on the premises.

**20. Respect the Peace and Privacy of Others:** Not to cause a nuisance or annoyance to occupiers of adjoining properties. Not to cause or permit ongoing or repeated interference with the reasonable peace or privacy of another person in their use of the premises or land in the immediate vicinity of the Property.

**21. Proper Use of Common Property:** Not to damage the common property where the Property is a unit with the meaning of the *Unit Titles Act*, or forms part of the building or a group of buildings.

Not to damage or remove flowers, shrubs, palms, or trees, not to damage furniture, walls, appliances or glass or any fixture, not to cause any damage to the garden or lawns or any part of any structure on the property.

- a. The TENANT hereby agrees not to place plants in pots on any indoor areas within the premises. All plants in pots are to be placed in waterproof containers and raised three (3) centimetres above the floor.
- b. The TENANT shall not do or allow to be done anything that will cause any shared service facilities to become obstructed, untidy, damaged, or used for any purpose other than for which they are intended.
- c. The TENANT must not hang any clothes inside the premises other than where provision for the hanging of clothes (if any) has been provided. The TENANT must not hang washing or air articles on common property including balconies, unless facilities for doing so are provided for the TENANT's use.
- d. The TENANT must not store lubricants or flammable liquids (including but not limited to kerosene and motor fuels) at the premises. The TENANT must not bring on to or use at the premises a heater which uses flammable liquid or bottled gas.
- e. The TENANT shall not cook anywhere in the property other than where kitchen facilities have been provided.
- f. The TENANT agrees to not carry out any mechanical repairs or spray painting of any motor vehicles, boats, bicycles, or motorcycles in or around the property including common property.
- g. The TENANT also agrees to be fully responsible of the removal of any bicycle, motorcycle, car or boat spare parts or bodies or any other equipment used and to fully reinstate the premises or the land or common property on which it is situated to their original condition forthwith.
- h. A TENANT must not obstruct the lawful use and enjoyment of the common property by any other person entitled to use the common property.
- i. A TENANT must not damage or alter the common property without the written approval of the Agent.

**22.** The TENANT acknowledges having received before entering into occupation of the premises, two copies of the condition report in the prescribed form signed by or on behalf of the LANDLORD and will access an online copy of the UniLodge handbook regarding building specific issues and agrees to abide by its rules and conditions fully. A hard copy is available for perusal at reception.

**23. Government Regulations:** The TENANT shall comply with any act, regulation, rule or direction of any government, semi government or statutory body.

**24. Access to Property:** To allow the Owner and the Landlord at all reasonable times to enter the Property, as prescribed in the Law:

- a. to inspect and view the state of repair of the Property.
- b. to show the Property to prospective tenants or purchasers.

- c. to allow contractors to carry out repairs to the Property,
- d. or to meet the requirements of any Public Authority in respect of the Property,
- e. if access for the purposes of carrying out repairs and maintenance is denied or delayed, the Tenant will be held responsible for any further damage.

**PROVIDED THAT:**

- 25. The Owner or the Landlord may enter the Property** at any time if they believe on reasonable grounds that the well-being of the tenant requires it or that the entry is necessary to protect person(s) from imminent damage or protect the premises from damage; and/or to show common areas of shared property (i.e., multi-share units) to prospective tenants or contractors.
- 26. Notify the Landlord of Long Absence:** The Tenant agrees to notify the UniLodge in writing before leaving the Property unoccupied for more than 30 days.
- 27. Vacant Possession:** That at the end of the tenancy or upon the earlier termination of the tenancy, the Tenant will quietly yield up to the Owner possession of the Property by securely locking up the Property, ensuring the Property is in the same condition as described in the Property Condition Report, reasonable wear and tear excepted, and returning all keys to the Owner. The Tenant remains in possession of the Property until all keys have been returned to the Owner. The TENANT must return all the keys of the premises to the LANDLORD or agent when the TENANT vacates the premises.
- 28.** The TENANT is responsible for redirection of his/her mail at the end of the tenancy.
- 29.** If the TENANT wishes to vacate the premises at the end of the tenancy, written notice of the TENANT's intention to vacate must be given to the LANDLORD or agent 14 days before the written lease agreement tenancy comes to an end. If the TENANT remains in occupation of the premises after the expiration of this agreement and does not enter into a new fixed term agreement, subject to the LANDLORD approval the lease becomes periodic, and the TENANT must give written notice of the intention to vacate the premises specifying a termination date that is not less than 14 days.
- 30.** Should the TENANT find it essential to vacate the premises during the term of the tenancy the TENANT will be required to;
- a. Immediately inform the managing agent in writing of their desire to do so and will be lease breaking the agreement. The TENANT acknowledges that where the premises are let primarily to students that enquiry levels are higher during the beginning of each semester, therefore there may be a delay in attracting a new TENANT.
  - b. The TENANT must pay the landlord's letting fee (if applicable).
  - c. The TENANT agrees to pay the fair and reasonable charges incurred in relation to the re-letting of the premise.
  - d. Pay rent on the premises until such time as a new TENANT enters into an agreement or the expiry of the tenancy, whichever first occurs.
  - e. The TENANT agrees to present the premises in a clean and undamaged state for viewing by prospective TENANTS. The TENANT acknowledges and understands that there are or that there may be restrictions or prohibitions with regard to the premises.
- 31. The TENANT acknowledges he/she must not refuse to pay rent** on the ground that the TENANT intends to regard the bond as rent paid. The tenant must not refuse to pay rent in relation to maintenance.
- 32. Internet Charges:** The TENANT shall pay all charges in respect of the connection and consumption of their internet. The Owner may from time to time provide promotional offers of free internet service. Conditions apply at the discretion of the Owner to determine the amount of internet usage and length of time the promotional offer is available. Such promotional offers can be changed or withdrawn at any time by the Owner.
- 33. Notices and Signage by the Owner:** The TENANT shall allow the LANDLORD or the agent to put on the premises a notice or notices 'to let' during the last month of the tenancy agreement. The TENANT shall also allow the LANDLORD or the agent to put on the premises a notice or notices 'for sale' or 'auction' at any time during the term of this agreement and permit access to the premises by the LANDLORD or his agent to present the property to prospective purchasers or TENANTS upon 24 hours' notice or by

agreement with the TENANT and the LANDLORD or the LANDLORD's agent. In accordance with the Northern Territory Residential Tenancies Act 1999.

**34. Misleading Information:** The TENANT acknowledges that no promises, representations, warranties, or undertakings have been given by the LANDLORD or agent in relation to the suitability of the premises for the TENANT's purposes or in respect of the furnishings, fittings or appurtenances of the premises otherwise than provided herein in this rental agreement.

**35. Enforcement:** No consent or waiver of any breach by the TENANT of the TENANT's obligations under the Northern Territory Residential Tenancies Act 1999 shall prevent the LANDLORD from subsequently enforcing any of the provisions of the agreement.

**36. Amendments to this Lease Agreement:** This agreement may be amended only by an agreement in writing signed by the LANDLORD and the TENANT.

**37. Smoking & Fire Detection Equipment:**

- a. UniLodge Darwin is smoke free. The TENANT is only to smoke in designated areas (outside the Lodge premises). Smoking is not permitted on balcony per NT Legislation.
- b. Ensure that the sprinkler head(s) and smoke detectors are clear of any item which might adversely affect its use. Do not hang anything from the sprinkler head as they are extremely sensitive. TENANT agrees to pay costs for repair or replacement of sprinkler head(s) and/or smoke detectors removed, or damage caused by the TENANT. The TENANT must as soon as practical notify the LANDLORD in writing if a smoke detector is not in proper working order.
- c. Should the TENANT activate the fire alarm or sprinkler system, caused by any other reason than a fire is present, then the TENANT agrees that they will be responsible for all associated charges incurred including, cleanup, replacement furniture, fittings, personal belongings and call out fees of \$1200 or more charged by the metropolitan fire brigade and fire services and that the Owner may deduct such costs from the tenant's rental monies.

**38. Key management & security**

- a. The TENANT is responsible for the safe keeping of all access cards & keys issued to the tenant. Should the TENANT require UniLodge to provide access to their rented premises at all times, a fee of \$15.00 will be required.
- b. The TENANT acknowledges that due to building security requirements they must report as soon as practicable any building access card that is either lost, misplaced or stolen so that it can be deactivated. The cost to replace the building access card is \$50.00. This cost is payable upon receiving the new card.
- c. The TENANT acknowledges that due to building security requirements they must report as soon as practical any access cards or keys issued to them that has been lost, misplaced or stolen. A new access card or lock will need to be fitted and replacement costs will apply.

**39. UniLodge Residential Life Program**

- a. The TENANT is responsible for the payment of **Residential Life Program** fees. Paid membership is required to attend events. Fees are non-refundable.
- b. A key aspect of our **Residential Life Program** is social responsibility and helping others in our community. The Owner or UniLodge may therefore at times organise events which support not for profit organisations such as those involved in medical research. Please note that at times a small contribution may be made from your **Residential Life Program** funds to such charities.
- c. I consent to UniLodge using or retaining any image of myself in UniLodge marketing materials.
- d. In consideration for participation in any **Residential Life Program** Event, I hereby release, waive, discharge and covenant not to sue, UniLodge their officers, agents, servants, or employees (hereinafter referred to as releases) from any and all liability, claims, demands, actions and causes of action whatsoever arising out of or related to any loss, damage, or injury, including death, that may be sustained by me, or any of the property belonging to me, WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES, or otherwise, while participating in such activity, or while in, on or upon the premises where the activity is being conducted.
- e. I am fully aware of the possible risks involved and hazards connected with this activity, including but not limited to travel risks. Should I hereby elect to participate in said activity I admit with full knowledge that said activity may be hazardous to me and my property. I VOLUNTARILY

ASSUME FULL RESPONSIBILITY FOR ANY RISKS OF LOSS, PROPERTY DAMAGE OR PERSONAL INJURY, INCLUDING DEATH that may be sustained by me, or any loss or damage of property owned by me, as a result of being engaged in such activity, WHETHER CAUSED BY THE NEGLIGENCE OF RELEASEES OR OTHERWISE.

- f. I ACKNOWLEDGE AND REPRESENT THAT I have fully read each section of this agreement, understand it and sign it voluntarily as my own free act and deed; no oral representations, statements, or inducements, apart from the foregoing written agreement, have been made; I am at least sixteen (16) years of age and fully competent; and I execute this Release for full, adequate and complete consideration fully intending to be bound by same.

#### **40. Vehicles and Parking**

The TENANT agrees to park only in designated areas. Tenant shall not park or leave a vehicle or permit a motor vehicle or other vehicle to park in the undercover carpark without a written carpark agreement. Tenant shall not leave an abandoned or disabled vehicle on the property or surrounding premises. Tenant is required to provide current car registration number to UniLodge in writing.

#### **41. Appliances**

The TENANT agrees not to install or store appliances such as a washer or dryer on the premises. The tenant also agrees to ensure any electrical appliance or electrical adapter used is compliant with Australian Standards. Makeshift adapters, taped appliances and makeshift adapters pose a danger to residents and are not permitted.

#### **THE OWNER AGREES:**

42. To provide vacant possession of the Property to the Tenant upon the commencement of this tenancy.
43. To provide and maintain the locks and other security devices that are necessary to ensure the Property is reasonably secure.
44. Not to alter or remove a lock or security device on the Property or add a lock or security device to the Property without either:
- the consent of the Tenant.
  - or, in the case of an alteration to or the addition of a lock or security device, without providing the Tenant with a key to the lock or security device as soon as practical after the alteration or addition.
  - The Owner is not required to pay for replacement keys or extend credit to the Tenant in the event the Tenant loses his/her key or access card.
45. To pay all rates and taxes in respect of the Property.
46. To provide and maintain the Property in good and tenable repair and fit for human habitation subject to the obligations of the Tenant under this Agreement and having regard to the age, character, and prospective life of the Property.
47. That while the Tenant pays the rent and performs and observes the covenants and agreements of this Agreement, the Tenant shall peaceably hold and enjoy the Property without any unreasonable interruption by the Owner or any person claiming through or under the Owner or with a superior title to the Owner's title.
48. To comply with all lawful requirements in regard to health and safety standards with respect to the Property.
49. That there is no legal impediment known to the Owner to prevent the Tenant from occupying the Property as a place of residence during the term of this tenancy.
50. Not to unreasonably withhold consent to an assignment of the Tenant's interest in this tenancy or to the subletting of the Property.



**BOTH PARTIES AGREE THAT:**

52. The Owner is required to give no less than two weeks' notice in writing in accordance with the Law to the Tenant prior to the tenancy expiry date and that consent is not given for the Tenant to remain as a periodic Tenant. The Tenant is required to vacate the Property at the expiry date of the tenancy.
53. If the Tenant remains in occupation of the Property after the expiration of the term hereby created, the parties are deemed to have entered a periodical tenancy in accordance with the law on the terms and conditions (other than the clause relating to the term of the tenancy) of this Agreement.
54. If the Tenant wishes to vacate the Property at any time on or after the expiration of the term hereby granted, the Tenant must first give to the Owner not less than two weeks' notice in writing in accordance with the law of his intention to do so, and if the Tenant fails to give the Owner the requisite two weeks' notice of his intention to vacate the Property at the expiry of this lease agreement, the Tenant will be charged two weeks rent if the lease has expired and the tenant has vacated the premises. If the tenant remains in the premises, the lease then becomes a periodic tenancy.
55. If the Tenant vacates the property during the fixed term, this constitutes a lease break. The Tenant is liable to continue to pay the Owner rent until the Owner re-lets the Property. In addition, the Tenant agrees to pay the Owner associated fees for breaking the lease agreement.
56. If the Property is destroyed or damaged from any cause other than the act or default of the Tenant his servants, agents or any other person in the Property with his consent, so as to render the Property or a substantial part of it unfit for occupation, the rent or a fair proportion the rent according to the nature and extent of the damage sustained (to be ascertained in case the parties differ by reference to a single arbitrator to be appointed pursuant to the provisions of the Commercial Arbitration Act 1985) shall be suspended and cause to be payable until either the Property shall have been rendered fit for habitation, or this tenancy is terminated.
57. If, by entering into this Agreement, the Tenant remains in occupation of the Property following the termination of an earlier agreement, the Property Condition Report in respect of that earlier agreement (if any) shall be taken and accepted as evidence of the condition of the Property at the commencement of this Agreement, unless otherwise agreed in writing.
58. The Owner shall have the right to make sure rules and regulations as in the Owner's Judgment may from time to time be needful for the safety care and cleanliness of the Property and for the preservation of good therein, but that such rules and regulations shall not bind the Tenant until made known to him in writing and shall not be inconsistent with the Tenant's rights under this Agreement.
59. If the Tenant fails to perform or observe any obligation contained in this Agreement, the Owner may terminate this tenancy in accordance with the law.
60. Where an Agent/Landlord has been appointed by the Owner to manage the Property, all notices, communications, keys, and payments to be given or made to the Owner under this Agreement shall be addressed, delivered, given or paid to the Agent/Landlord, and the Agent/Landlord shall issue all receipts on behalf of the Owner, provide any consents requested by the tenant and authorised by the Owner, and sign and deliver all notices on behalf of the Owner. Unless and until the Tenant is notified that the Agent/Landlord appointed by the Owner to manage the Property has ceased to act on the Owner's behalf (and the Owner has not appointed a replacement Agent/Landlord), the Tenant shall not contact the Owner in relation to the Property.
61. The word "Owner" wherever it appears in this Agreement includes the heirs' executors' administrators and assigns of the Owner and the word "Tenant" wherever it appears in this Agreement includes the executors administrators and permitted assigns of the Tenant.
62. Where two or more persons are parties hereto either as Agent, Landlord, Owner or as Tenants the agreements on their parts respectively to be performed or observed in this Agreement shall

be binding upon them jointly and upon each of them severally.

- 63. The words "Agent", "Landlord", "Owner" and "Tenant" and any other words having reference to a person, or one person include the plural.
- 64. Any words, expressed in the singular include the plural and any words in the plural include the singular. Words importing one gender include all other genders. Words referring to a person include a company.
- 65. A reference to "the law" is a reference to the Northern Territory Residential Tenancies Act 1999 as amended from time to time and includes any other legislation governing residential tenancies in the Northern Territory of Australia whether enacted in addition to or replace the Northern Territory Residential Tenancies Act 1999.
- 66. The Tenant will pay to the Owner the security deposit, when signing this Tenancy Agreement and the Owner (or the Agent) will hold the Security Deposit in a Trust Account for that purpose in accordance with the provisions of the law (and in the case of the Agent holding the Security Deposit, in accordance with the provisions of the Agents Licensing Act), and where there is more than one person named as the Tenant, the Security Deposit will be refunded to those persons in equal shares unless otherwise specified.

**67. The Operator may modify, introduce, or enforce rules.**

The operator has the absolute discretion to:

- a) Subject to providing 4 weeks prior notice to the Occupant:
  - I. establish or modify rules and regulations regarding the Room, the Common Areas, and the Residence; or
  - II. increase or change any Fees if reasonably required to do so.
- b) Enforce such rules and regulations, or any of its rights contained in the Residential Tenancy Agreement
- c) Introduce any rules and regulations (permitted by law) the Operator considers necessary with respect to the confiscation, limitation, prohibition, use, transportation, or any other action the Operator may be required to take in relation to any forms of medication, drugs, alcohol, or the consumption of those within the Residence.

**68. National Rental Affordability scheme (NRAS)**

- a) The TENANT acknowledges that this tenancy is:
  - I. Subject always to the standards and regulations of the National Rental Affordability Scheme; and
  - II. Subject to and conditional upon the tenant qualifying to have rent payment Subsidized in accordance with the INCOME ELIGIBILITY regulations and guidelines of the NATIONAL RENTAL AFFORDABILITY SCHEME.
- b) The tenant acknowledges that he/she will notify the landlord or landlord's agent of any significant changes to the household income or occupants residing at the premises within 30 days of the change.
- c) In the event the tenant fails to qualify for the rental subsidy under the scheme, the tenant fully understands and agrees the landlord reserves the right to require the tenant to vacate the premises within 30 days of the change.

**69. NRAS Anniversary**

On the NRAS Anniversary Date, the Operator will review the Occupancy Fees and any other relevant Fees against the NRAS Market Index.

Where the NRAS Market Index is less, the Operator will apply an adjustment to the Occupant's account to ensure the Occupant continues to be charged not more than 80% of market rent for the Room.

Where the NRAS Market Index increases, the operator will apply additional charges providing the occupant 30 days written notice prior to increasing the rent.

Subject to the condition that:

- a) The increment is at least the six months after the tenancy started; OR
- b) Six months from the last increase.



# RESIDENTIAL TENANCY AGREEMENT

## SPECIAL CONDITIONS

It is understood and agreed by both parties that:

### FREE UNLIMITED INTERNET OFFER

The tenant is entitled to unlimited internet for the entire duration of this lease. The free internet offer is not transferrable between users or units or locations and is voided if the lease is transferred or ended before the lease expiry date of this agreement. The free internet offer will be voided if users unauthorised by SERVICE PROVIDOR are linked to the service.

AGREEMENT made on **09/01/2024**  
BETWEEN the Agent/Owner **UniLodge Darwin**  
Whose office is situated at **6 Dripstone Road, Casuarina NT 0810**  
AND **«Name\_First» «Name\_Last»**  
(In this agreement called the Tenant)

WHEREBY the Agent/Owner agrees to let the property being  
**«Room» /6 Dripstone Road, Casuarina NT 0810**  
(In this agreement called the Property)

to the Tenant together with the use of the grounds, stairs, passageways, and lifts for access deemed as Common.  
Property with the Landlord and the other Tenants and occupiers of the property and all the other authorised persons.

COMMENCING ON THE **«Check\_In\_Date»** ENDING ON THE **«Check\_Out\_Date»**  
AT THE WEEKLY RENTAL OF: **\$«Rate».00**  
TO BE PAID TWO WEEKS IN ADVANCE BY EQUAL INSTALLMENTS  
TO THE AGENT **UNILODGE DARWIN**  
ADDRESS : 6 Dripstone Road, Casuarina NT 0810  
PHONE NUMBER: 08 8942 0706 ABN: 19 603 164 736  
ACCOUNT DETAILS (For Direct Payment)

BSB: 114 – 879  
Account Number: 412 820 734  
Account Name: UniLodge Australia Pty Ltd Casuarina  
Reference number for payment: «Name\_First» «Name\_Last»

**AMOUNT OF SECURITY DEPOSIT: \$«Bond».00**

4 Weeks rent in the name **«Name\_First» «Name\_Last»**  
All parties comprising the Tenant are responsible for any debt to be taken from the Security Deposit regardless of their shares in the Security Deposit.

NOTE\* If there is any change to the people comprising the Tenant, it is the Tenant's responsibility to notify the Agent/Owner in writing. A failure to do so will mean that the Security Deposit will be refunded to the names shown in this Agreement.

DATE \_\_\_\_\_ SIGNED by the TENANT/s \_\_\_\_\_

DATE \_\_\_\_\_ SIGNED by the LANDLORD \_\_\_\_\_

**Other fees and Charges:**

<b>Fee/charge</b>	<b>Amount (including GST)</b>
Lockout Fee	\$15.00 per lockout
Direct Debit Dishonour	\$10.00 per decline
Replacement of Key Card	\$50.00 per Replacement
Replacement Lock/card reader (if damaged by tenant or accompanying guest/s)	As Determine by Landlord
Rubbish Removal (include trolleys or belonging left in common areas and/or hallways).	\$50.00 minimum charge applies for any rubbish that is not deposited off correctly.
Cancellation/Early Termination Fee	One week of rent (applies only after the management approval).
Costs of any damage to the Room (including costs for locksmiths, electrician, plumber, or pest control) or damage or missing of any items belong to the Landlord (other than fair wear and tear)	As determine by the Landlord
Fire alarms triggered by the Occupant or Occupant's guest	As determine by the Fire Brigade and Fire service contractors (exceeds \$1700.00/instant).
Tempering with fire safety equipment for example smoke alarms, sprinklers, fire hydrants etc.	As determine by the Landlord
Late checkout fee	\$100.00 per day or part thereof after the checkout time.
Telephone calls	Charged based on usage
Other (fine & breaches)	As determine by the Landlord
Credit Card Surcharge	A 2.31% surcharge will be charged on all payment made via Credit Card



# RESIDENTIAL TENANCY AGREEMENT

Version 2: 21/8/2018

## SCHEDULE 1

Notwithstanding anything else in this Agreement:

1. The tenant acknowledges and agrees:
  - a. It is the intention of the Lessor that the Premises and this Agreement be subject to the National Rental Affordability Scheme (“**NRAS**”); and
  - b. To do all things necessary to ensure compliance with the NRAS, including:
    - i. Promptly providing when requested all information required for any income re-eligibility check; and
    - ii. Promptly providing when requested all information required for any statement of compliance (or similar document) required to be lodged as a condition of participation in the NRAS; and
    - iii. Compliance with any other requirements of participation in the NRAS, including any requirements of the applicable State Governments.
2. The Tenant:
  - a. Indemnifies, and will keep indemnified, the Lessor from any cost the Lessor may incur if any act or omission of the Tenant results in the Lessor not being eligible for any incentive that the Lessor would otherwise be able to receive pursuant to the NRAS but for the act or omission of the Tenant; and
  - b. Releases the Lessor from any liability the Lessor may have to the Tenant in relation to participation in the NRAS; and
  - c. Acknowledges that this provision is reasonably necessary to protect the Lessor’s legitimate commercial interests to ensure compliance with NRAS; and
  - d. Acknowledges that upon signing this document, that they have disclosed all income sources for the 12 months prior to the date of their rental application and that all information supplied is true and correct; and
  - e. Acknowledges that the household of the NRAS property will comprise of ..... Adults and ..... children. Children being those under 18 years of age.

Tenant 1 signed: \_\_\_\_\_ Date: \_\_\_\_\_

Tenant 2 signed: \_\_\_\_\_ Date: \_\_\_\_\_

Tenant 3 signed: \_\_\_\_\_ Date: \_\_\_\_\_

Tenant 4 signed: \_\_\_\_\_ Date: \_\_\_\_\_

Agent: \_\_\_\_\_ Date: \_\_\_\_\_

Version 2: 21/8/2018



# RESIDENTIAL TENANCY AGREEMENT

## ANNEXURE "A" SPECIAL CONDITIONS – NRAS RENTAL

1. The tenant(s) acknowledge that rent reviews are conducted in accordance with the relevant NRAS market index.
2. The tenant(s) acknowledge they are aware that they are required to provide proof of income and complete supporting documentation on a 12 monthly basis in order to assess eligibility to remain in a NRAS property.
3. The tenant(s) acknowledge that if any further occupant(s) (not on the lease) wish to reside at the property they **MUST** complete an application form, provide proof of their income, and be approved by the owner in writing prior to residing at the property. Failure to comply will be a breach of your lease agreement.
4. The tenant(s) acknowledge receipt of a true copy of this annexure "A" and that it forms part of their signed lease agreement.

Tenant 1 signed: \_\_\_\_\_ Date: \_\_\_\_\_

Tenant 2 signed: \_\_\_\_\_ Date: \_\_\_\_\_

Tenant 3 signed: \_\_\_\_\_ Date: \_\_\_\_\_

Tenant 4 signed: \_\_\_\_\_ Date: \_\_\_\_\_

Agent: \_\_\_\_\_ Date: \_\_\_\_\_