

# Residential Rental Agreement

no more than 5 years

Residential Tenancies Act 1997 (Section 26(1))

Residential Tenancies Regulations 2021 Regulation 10(1)

- This is your residential rental agreement. It is a binding contract under the **Residential Tenancies Act 1997** (the Act).
- Parts A, B, C and E are the terms of your agreement. Part D is a summary of your rights and obligations.
- Do not sign this agreement if there is anything in it that you do not understand.
- Please refer to [Renters Guide](#) for details about your rights and responsibility.
- For further information, visit the renting section of the Consumer Affairs Victoria (CAV) website at [www.consumer.vic.gov.au/renting](http://www.consumer.vic.gov.au/renting) or call 1300 558 181.

## PART A – BASIC TERMS

This agreement is between the residential rental provider (rental provider) and the renter(s) listed on this form.

### 1. Date of agreement

This is the date the agreement is signed: \_\_\_\_\_

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

### 2. Premises let by the rental provider

Address of premises

Street: \_\_\_\_\_ Suburb: \_\_\_\_\_ State: \_\_\_\_\_ Postcode: \_\_\_\_\_

### 3. Rental provider's details

Full name or Company name: \_\_\_\_\_

ABN/ACN (if applicable): \_\_\_\_\_

(Please fill out details below where no agent is acting for the rental provider)

Address: 339 Swanston st State: VIC Postcode: 3000

Phone number: \* \* \* \* \* Email: [onlonsdale@unilodge.com.au](mailto:onlonsdale@unilodge.com.au)

Full name or Company name: \_\_\_\_\_

ABN/ACN (if applicable): \_\_\_\_\_

(Please fill out details below where no agent is acting for the rental provider)

Address: \_\_\_\_\_ State: \_\_\_\_\_ Postcode: \_\_\_\_\_

Phone number: \_\_\_\_\_ Email: \_\_\_\_\_

### Rental provider's agent's details

Full name: \_\_\_\_\_

Trading name: Student Living on Lonsdale

Address: 339 Swanston Street

Melbourne State: VIC Postcode: 3000

Phone number: 0392247888 ABN/ACN (if applicable): 62103676857

Email address: [onlonsdale@unilodge.com.au](mailto:onlonsdale@unilodge.com.au)

**Note:** The rental provider must notify the renter within 7 days if any of this information changes.

#### 4. Renter details

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

Full name of renter 1: \_\_\_\_\_

Current address: \_\_\_\_\_

Phone number: \_\_\_\_\_ ABN/ACN: \_\_\_\_\_ State: \_\_\_\_\_ Postcode: \_\_\_\_\_  
Email: \_\_\_\_\_

Full name of renter 2: \_\_\_\_\_

Current address: \_\_\_\_\_

Phone number: \_\_\_\_\_ State: \_\_\_\_\_ Postcode: \_\_\_\_\_  
Email: \_\_\_\_\_

Full name of renter 3: \_\_\_\_\_

Current address: \_\_\_\_\_

Phone number: \_\_\_\_\_ State: \_\_\_\_\_ Postcode: \_\_\_\_\_  
Email: \_\_\_\_\_

Full name of renter 4: \_\_\_\_\_

Current address: \_\_\_\_\_

Phone number: \_\_\_\_\_ State: \_\_\_\_\_ Postcode: \_\_\_\_\_  
Email: \_\_\_\_\_

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

#### 5. Length of the agreement

Fixed term agreement

Full / Half Year Jan/Jun 2025/ 2026

Start date: \_\_\_\_\_

(this is the date the agreement starts and you may move in)

End date: \_\_\_\_\_

Periodic agreement (monthly)

Start date: \_\_\_\_\_

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

#### 6. Rent

Rent amount (\$) (payable in advance)

\*this does not include ancillary. Refer to page 11. Item 21.9.

To be paid per

week

fortnight

calendar month

Day rent is to be paid

Day of each Month

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

Date first rent payment due:

#### 7. Bond

- The renter has been asked to pay the bond specified below.
- The maximum bond is 1 months' rent (unless the rent is more than \$900 per week). In some cases, the rental provider may ask the Victorian Civil and Administrative Tribunal (VCAT) to increase this limit.
- The rental provider or their agent must lodge the bond with the Residential Tenancies Bond Authority (RTBA) within 10 business days after receiving payment. The RTBA will send the renter a receipt for the bond.
- If the renter does not receive a receipt within 15 business days of paying the bond, they can email the RTBA at [rtba@justice.vic.gov.au](mailto:rtba@justice.vic.gov.au), or call the RTBA at 1300 13 71 64.

Bond amount (\$):

\_\_\_\_\_

Date bond payment due:

\_\_\_\_\_

## PART B – STANDARD TERMS

### 8. Rental provider's preferred methods of rent payment

- The rental provider must permit a fee-free method (other than the renter's own bank fees) payment and must allow the renter to use Centrepay or another form of electronic funds transfer.
- The renter is entitled to receive a receipt from the rental provider confirming payment of rent.

(Rental provider to tick available methods of rent payment)

direct debit  bank deposit  cash  cheque or money order



other electronic form of payment, including Centrepay Console Pay/EzyDebit

Payment details (if applicable): Student Living on Lonsdale

BSB no. \_\_\_\_\_ Account no. \_\_\_\_\_

Account name \_\_\_\_\_

Payment reference \_\_\_\_\_

### 9. Service of notices and other documents by electronic methods

- Electronic service of documents must be in accordance with the requirements of the *Electronic Transactions (Victoria) Act 2000*.
- Just because someone responds to an email or other electronic communications does not mean they have consented to the service of notices and other documents by electronic methods.
- The renter and rental provider must notify the other party in writing if they no longer wish to receive notices or other documents by electronic methods.
- The renter and rental provider must immediately notify the other party in writing if their contact details change.

### 9.1 Does the rental provider agree to the service of notices and other documents by electronic methods, such as email?

The rental provider must complete this section before giving the agreement to the renter.

(Rental provider to tick as appropriate)

**Rental provider 1:**  Yes - insert email address, mobile phone number or other electronic contact details onlonsdale@unilodge.com.au  
 No

**Rental provider 2:**  Yes - insert email address, mobile phone number or other electronic contact details  
 No

### 9.2 Does the renter agree to the service of notices and other documents by electronic methods such as email?

(Renter to tick as appropriate)

**Renter 1:**  Yes - insert email address, mobile phone number or other electronic contact details  
 No

**Renter 2:**  Yes - insert email address, mobile phone number or other electronic contact details  
 No

**Renter 3:**  Yes - insert email address, mobile phone number or other electronic contact details  
 No

**Renter 4:**  Yes - insert email address, mobile phone number or other electronic contact details  
 No

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

## 10. Urgent repairs

- The rental provider must ensure that the rental property is provided and maintained in good repair.
- If there is a need for an urgent repair, the renter should notify the rental provider in writing.
- For further information on seeking repairs, see **Part D** below.

Details of person the renter should contact for an urgent repair (rental provider to insert details).

Emergency contact name UniLodge 339 Swanston

Emergency contact phone number 0392247888

Emergency contact email address onlonsdale@unilodge.com.au

## 11. Professional cleaning

The rental provider must not require the renter to arrange professional cleaning or cleaning to a professional standard at the end of the tenancy, unless:

- professional cleaning or cleaning to a professional standard was carried out to the rented premises immediately before the start of the tenancy and the renter was advised that professional cleaning or cleaning to a professional standard had been carried out to those premises immediately before the start of the tenancy; or
- professional cleaning or cleaning to a professional standard is required to restore the rented premises to the same condition they were in immediately before the start of the tenancy, having regard to the condition report and taking into account fair wear and tear.

The renter must have all or part of the rented premises professionally cleaned, or pay the cost of having all or part of the rented premises professionally cleaned, if professional cleaning becomes required to restore the premises to the condition they were in immediately before the start of the tenancy, having regard to the condition report and taking into account fair wear and tear.

## 12. Owners corporation (formerly body corporate)

Do owners corporation rules apply to the premises? (Rental provider to tick as appropriate)

no  yes If yes, the rental provider must attach a copy of the rules to this agreement.

## 13. Condition report

The renter must be given two copies of the condition report (or one emailed copy) on or before the date the renter moves into the rented premises.

(Rental provider to tick as appropriate)

The condition report has been provided.

The condition report will be provided to the renter on or before the date the agreement starts.

## PART C – SAFETY-RELATED ACTIVITIES

### 14. Electrical safety activities

- The rental provider must ensure an electrical safety check is conducted every two years by a licensed or registered electrician of all electrical installations, appliances and fittings provided by a rental provider in the rented premises, and must provide the renter with the date of the most recent safety check, in writing, on request of the renter.
- If an electrical safety check of the rented premises has not been conducted within the last two years at the time the renter occupies the premises, the rental provider must arrange an electrical safety check as soon as practicable.

### 15. Gas safety activities

This safety-related activity only applies if the rented premises contains any appliances, fixtures or fittings which use or supply gas.

- (a) The rental provider must ensure a gas safety check is conducted every two years by a licensed or registered gasfitter of all gas installations and fittings in the rented premises and must provide the renter with the date of the most recent safety check, in writing, on request of the renter.
- (b) If a gas safety check has not been conducted within the last two years at the time the renter occupies the premises, the rental provider must arrange a gas safety check as soon as practicable.

## 16. [Clause revoked by law]

## 17. Swimming pool barrier safety activities

These safety-related activities only apply if the rented premises contains a swimming pool.

- (a) The rental provider must ensure that the swimming pool barrier is maintained in good repair.
- (b) The renter must give written notice to the rental provider as soon as practicable after becoming aware that the swimming pool barrier is not in working order.
- (c) The rental provider must arrange for a swimming pool barrier to be immediately repaired or replaced as an urgent repair if they are notified by the renter that it is not in working order.
- (d) The rental provider must provide the renter with a copy of the most recent certificate of swimming pool barrier compliance issued under the **Building Act 1993** on the request of the renter.

## 18. Relocatable swimming pool safety activities

These safety-related activities only apply if a relocatable swimming pool is erected, or is intended to be erected, at the rented premises.

- (a) The renter must not erect a relocatable swimming pool without giving written notice to the rental provider before erecting the pool.
- (b) The renter must obtain any necessary approvals before erecting a relocatable swimming pool.

**Note:** Regulations made under **Building Act 1993** apply to any person erecting a relocatable swimming pool.

This safety-related activity only applies to swimming pools or spas that hold water deeper than 300 mm.

## 19. Bushfire prone area activities

This safety-related activity only applies if the rented premises is in a bushfire prone area and is required to have a water tank for bushfire safety.

- (a) If the rented premises is in a designated bushfire prone area under section 192A of the **Building Act 1993** and a water tank is required for firefighting purposes, the rental provider must ensure the water tank and any connected infrastructure is maintained in good repair as required.
- (b) The water tank must be full and clean at the commencement of the agreement.

## PART D – RIGHTS AND OBLIGATIONS

This is a summary of selected rights and obligations of renters and rental providers under the **Residential Tenancies Act 1997** (the Act). Any reference to VCAT refers to the Victorian Civil and Administrative Tribunal.

For more information, visit [www.consumer.vic.gov.au/renting](http://www.consumer.vic.gov.au/renting).

### Use of the premises

The renter:

- is entitled to quiet enjoyment of the premises. The rental provider may only enter the premises in accordance with the Act.
- must not use the premises for illegal purposes.
- must not cause a nuisance or interfere with the reasonable peace, comfort or privacy of neighbours.
- must avoid damaging the premises and common areas. Common areas include hallways, driveways, gardens and stairwells. Where damage occurs, the renter must notify the rental provider in writing.
- must keep the premises reasonably clean.

### Condition of the premises

The rental provider:

- must ensure that the premises comply with the rental minimum standards, and is vacant and reasonably clean when the renter moves in.
- must maintain the premises in good repair and in a fit condition for occupation.
- agrees to do all the safety-related maintenance and repair activities set out in Part C of the Agreement.

The renter:

- must follow all safety-related activities set out in Part C of the agreement and not remove, deactivate or otherwise interfere with safety devices on the premises.

### Modifications

The renter:

- may make some modifications without seeking consent. These modifications are listed on the Consumer Affairs Victoria website.
- must seek the rental provider's consent before installing any other fixtures or additions.
- may apply to VCAT if they believe that the rental provider has unreasonably refused consent for a modification mentioned in the Act.
- at the end of the agreement, must restore the premises to the condition it was in before they moved in (excluding fair wear and tear). This includes removing all modifications, unless the parties agree they do not need to be removed.

The rental provider:

- must not unreasonably refuse consent for certain modifications.

A list of the modifications that the rental provider cannot unreasonably refuse consent for is available on the Consumer Affairs Victoria website at [www.consumer.vic.gov.au/renting](http://www.consumer.vic.gov.au/renting).

### Locks

- The rental provider must ensure the premises:
  - has locks to secure all windows capable of having a lock; and
  - has deadlocks (a deadlock is a deadlatch with at least one cylinder) for external doors that are able to be secured with a functioning deadlock; and
  - meets the rental minimum standards for locks and window locks.
- External doors which are not able to be secured with a functioning deadlock must at least be fitted with a locking device that:
  - is operated by a key from the outside; and
  - may be unlocked from the inside with or without a key.
- The renter must obtain consent from the rental provider to change a lock in the master key system.
- The rental provider must not unreasonably refuse consent for a renter seeking to change a lock in the master key system.
- The rental provider must not give a key to a person excluded from the premises under a:
  - a family violence intervention order; or
  - a family violence safety notice; or
  - a recognised non-local DVO; or
  - a personal safety intervention order.

### Repairs

- Only a suitably qualified person must do repairs – both urgent and non-urgent.

### Urgent Repairs

Section 3(1) of the Act defines *urgent repairs*. Refer to the Consumer Affairs Victoria website for the full list of urgent repairs and for more information, visit [www.consumer.vic.gov.au/urgentrepairs](http://www.consumer.vic.gov.au/urgentrepairs).

Urgent repairs include failure or breakdown of any essential service or appliance provided for hot water, cooking, heating or laundering supplied by the rental provider.

The rental provider must carry out urgent repairs after being notified.

A renter may arrange for urgent repairs to be done if they have taken reasonable steps to arrange for the rental provider to immediately do the repairs and the rental provider has not carried out the repairs.

If the renter has arranged for urgent repairs, the renter may be reimbursed directly by the rental provider for the reasonable cost of repairs up to \$2500.

The renter may apply to VCAT for an order requiring the rental provider to carry out urgent repairs if:

- the renter cannot meet the cost of the repairs; or
- the cost of repairs is more than \$2500; or
- the rental provider refuses to pay the cost of repairs if it is carried out by the renter.

### Non-urgent repairs

- The renter must notify the rental provider, in writing, as soon as practicable of:
  - damage to the premises.
  - a breakdown of facilities, fixtures, furniture or equipment supplied by the rental provider.
- The rental provider must carry out non-urgent repairs in a reasonable time.
- The renter may apply to VCAT for an order requiring the rental provider to do the repairs if the rental provider has not carried out the repairs within **14 days** of receiving notice of the need for repair.

### Assignment or sub-letting

The renter:

- must not assign (transfer to another person) or sub-let the whole or any part of the premises without the written consent of the rental provider.

The rental provider may give the renter notice to vacate if the renter assigns or sub-lets the premises without consent.

The rental provider:

- cannot unreasonably withhold consent to assign or sub-let the premises.
- must not demand or receive a fee or payment for consent, other than any reasonable expenses incurred by the assignment.

### Rent

- The rental provider must give the renter at least 90 days' written notice of a proposed rent increase.
- Rent cannot be increased more than once every 12 months.
- If the rental provider or agent does not provide a receipt for rent, the renter may request a receipt.
- The rental provider must not increase the rent under a fixed term agreement unless the agreement provides for an increase.

### Access and entry

- The rental provider may enter the premises:
  - at any time, if the renter has agreed within the last 7 days.
  - to do an inspection, but not more than once every 6 months.
  - to comply with the rental provider's duties under the Act.
  - to show the premises or conduct an open inspection to sell, rent or value the premises.
  - to take images or video for advertising a property that is for sale or rent.
  - if they believe the renter has failed to follow their duties under the Act.
  - to do a pre-termination inspection where the renter has applied to have the agreement terminated because of family violence or personal violence.
- The renter must allow entry to the premises where the rental provider has followed proper procedure.
- The renter is entitled to a set amount of compensation for each sales inspection.

### Pets

- The renter must seek consent from the rental provider before keeping a pet on the premises.
- The rental provider must not unreasonably refuse a request to keep a pet.

### Smoke Alarms

- The rental provider must ensure that any smoke alarm installed in the rented premises is:
  - correctly installed and in working condition; and
  - fitted with batteries or replacement batteries; and
  - tested at least once every 12 months in accordance with any instructions by the manufacturer of the smoke alarm.
- If a smoke alarm installed in the rented premises does not meet the requirements set out above, the renter may issue a request to the rental provider for urgent repairs to the smoke alarm in accordance with section 72AA of the Act.
- On receiving notice from the renter under the clause above, the rental provider or the provider's agent must immediately arrange for the repairs to be carried out.
- Any testing, repair or replacement of a smoke alarm that is powered by a mains electricity supply must be undertaken by a suitably qualified person.

## PART E - ADDITIONAL TERMS

### 21. Further Details (if any)

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

Additional terms must also comply with the Australian Consumer Law (Victoria). For example, they cannot be unfair terms, which will have no effect. Contact Consumer Affairs Victoria on 1300 55 81 81 for further information or visit [unfair contract terms](#) at the Consumer Affairs Victoria website.

**Note:** If you need extra space, attach a separate sheet. Both the rental provider and renter should sign and date all attachments.

## Additional General Terms

### 21.1 Residential Tenancies Act 1997

- (a) All provisions of this agreement are subject to the *Residential Tenancies Act 1997* (Victoria) ('Act').
- (b) If there is any inconsistency between a provision of this agreement and the Act, unless the Act permits otherwise, the Act will prevail.

### 21.2 Renter's obligations

The renter must not:

- (a) use the premises for any other use than its place of residence;
- (b) permit, cause or use the premises for any illegal or unauthorised purpose;
- (c) damage the premises or permit or allow any of its invitees to damage the premises (other than fair wear and tear);
- (d) make any modifications or alterations to the premises without the rental provider's written consent unless the modification or alterations are prescribed under the Act. The rental provider must comply with the Act in granting or refusing its consent.
- (e) use any of the rental provider's fixtures or fittings for any other use than the intended use;
- (f) cause or permit any interference, nuisance or an invasion of peace or privacy to any neighbouring premises;
- (g) park any vehicles, motorcycles, bicycles or scooters inside the premises and only park such vehicles in an area allocated specifically for the renter for such use or as agreed to by the rental provider;
- (h) use any machinery or equipment owned by the rental provider and left on the premises other than in accordance with the rental provider's or manufacturer's instructions;
- (i) permit any other person than the persons agreed by the rental provider to remain on the premises for more than 14 days;
- (j) smoke or permit any invitee to smoke within the premises;
- (k) without the consent of the rental provider:
  - (i) affix any satellite dishes, television cables or antennas to the premises;
  - (ii) install any air-conditioning units on the premises; or
  - (iii) alter, replace or remove any locks and security devices to the premises other than on the letterbox, and the rental provider must comply with the Act in granting or refusing its consent and it may provide as a condition of consent and that the renter returns the premises to its original condition at the end of the tenancy or that any modification be completed by a suitably qualified person or that the renter pay an additional amount of bond.

### 21.3 Maintenance and repairs

- (a) The renter must:
  - (i) keep the premises in good condition and repair (subject to reasonable wear and tear);
  - (ii) replace at its own cost all blown or damaged light bulbs, LED lights and fluorescent tubes throughout the tenancy and ensure that all lighting is in a working condition at the end of the tenancy;
  - (iii) make good any damage to the premises caused by the renter or its invitees (other than fair wear and tear);
  - (iv) keep the premises clear of any rubbish;
  - (v) dispose of rubbish in accordance with council rules/guidelines and use the appropriate bins provided by or recommended by council;
  - (vi) regularly maintain the gardens (including but not limited to mowing lawns, removing weeds and watering plants, shrubs, trees and flowers) to the same standard as at the commencement of this agreement; and
  - (vii) not do anything which may damage or block any drains (including but not limited to gutters, downpipes and stormwater drains); and
  - (viii) keep the tenancy clean and free from mould, fungi and damp caused by the renter's use of the tenancy.

### 21.4 Owners Corporation

- (a) If the *Owners Corporation Act 2006* (Victoria) applies to this agreement the rental provider must give the renter a copy of the rules of the owners corporation at the commencement of the tenancy.
- (b) The renter must comply with the rules of the owners corporation at all times during the tenancy.

## Additional General Terms

### 21.5 End of occupancy

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

- (a) deliver vacant possession of the premises to the rental provider;
- (b) deliver to the rental provider or its agent all keys and security devices;
- (c) leave the premises in the same conditions (fair wear and tear excepted) as set out in the condition report; and
- (d) remove all of the renter's premises and belongings (including fixtures and modifications where required) from the premises and rectify any damage (at the renter's cost) caused by such removal.

### 21.6 Insurance

- (a) In relation to insurance policies taken out by the rental provider in respect of the Premises, the renter must not do any act or omission which would make an insurance policy invalid.
- (b) The renter acknowledges that it will be responsible to insure its contents (at its own cost).

### 21.7 Privacy

- (a) As part of the rental provider leasing the premises to the renter, the renter will be required to give the rental provider or its agent Personal Information (as defined in the *Privacy Act 1988* (Cth)).
- (b) Subject to the *Privacy Act 1988* (Cth), the renter consents to providing such information and permits the rental provider and/or its agent to:
  - (i) disclose the information to third parties for the purpose of marketing and sales campaigns, for any purpose stated in the privacy statement given to the renter (or the privacy policy of the rental provider's agent), and for any matters, issues or disputes related to this agreement or rental;
  - (ii) to keep on its database for future marketing and sales campaigns or similar (including where the rental provider is not marketing or selling a property).
- (c) If the rental provider or its agent is required to maintain a privacy policy in accordance with the *Privacy Act 1988* (Cth), upon request from the renter, the rental provider or its agent must provide the renter with a copy of its privacy policy.

### 21.8 Counterparts and Execution

- (a) This agreement (identical in form and context) may be executed in any number of counterparts. All counterparts together will be taken to constitute one instrument of the relevant document.
- (b) A copy of an original executed counterpart sent by facsimile machine, email or link emailed:
  - (i) will be treated as an original counterpart;
  - (ii) is sufficient evidence of the execution of the original; and
  - (iii) may be produced in evidence for all purposes in place of the original.
- (c) The person signing this agreement warrants that they have full authority to sign on behalf of the party they represent and has the authority to bind that party.
- (d) Each party consents to this agreement being signed by any other party in accordance with an electronic communication method and being given or produced by electronic communication, including by link emailed to a party to download an electronic copy.
- (e) Without limiting **clause 21.8(d)**, the parties acknowledge and agree that electronic signatures will constitute a signature and have the same quality of integrity as a written signature including if the signature is:
  - (i) computer generated;
  - (ii) by computer pen;
  - (iii) by a typed mark or name; or
  - (iv) physically signed on paper and scanned electronically.
- (f) The parties to this agreement agree that, despite any other clause of this agreement and despite custom, practice or code otherwise followed in respect of similar documents to this agreement, if executed electronically this agreement:
  - (i) is made on its execution by all parties to it (including electronic signature);
  - (ii) need not be executed and exchanged in counterparts; and
  - (iii) constitutes an original document in an electronic format.

## Additional General Terms

(g) Where either party applies an electronic signature to this Agreement or any other document attached or annexed to such:

- (i) that party confirms that the method of identifying the person, their intention to be bound and method of signing is reliable and conclusive evidence of that party's intention to be legally bound by that document;
- (ii) each party is able to rely on the electronic signature as if that party had signed the relevant document by manuscript signature in accordance with all legal requirements; and
- (iii) each party consents to the conduct of an electronic transaction and the method of electronic signature used by the other party

(h) Each party agrees that it will not contest the validity or enforceability of this Agreement, a contract or document because it was signed or transmitted electronically. Each party will not dispute the admissibility or authenticity of this Agreement, a contract or document on the grounds that it is not an original or that any signature was not manually affixed.

## Additional General Terms

### 21.9 Additional Terms

#### Rent and Ancillary Charges Payable

The Renter acknowledges they are responsible for paying monthly in advance, the total RENT listed in point 6 of the agreement PLUS the total of the ancillary charges of \$\_\_\_\_ per month per person. The Agent reserves the right to withdraw the ancillary services at any time at the Agent's discretion or where the Renter fails to meet their obligations and pay for the services in advance.

#### Ancillary Services & Charges Internet

The Renter acknowledges where supplied and paid for as part of the ancillary services, they will be given access to an internet service for the duration of their tenancy. The Agent will provide the Renter login details at the start of the lease.

#### Ancillary Services & Charges Contents Insurance

The Renter acknowledges where contents insurance is paid for and supplied as part of the ancillary services they have read and understood the product disclosure statement relevant to the provision of this service available here. The Renter acknowledges it is their responsibility to ensure the insurance coverage is adequate for their needs.

## 22. Signatures

This agreement is made under the **Residential Tenancies Act 1997 (Vic)**.

Before signing you must read **Part D–Rights and Obligations** in this form.

### Rental provider

Signature of rental provider 1 (or managing agent)

Signature of rental provider 2 (or managing agent)

Dated \_\_\_\_\_

Dated \_\_\_\_\_

### Renter

All renters listed must sign this residential rental agreement.

Signature of renter 1

Signature of renter 2

Dated \_\_\_\_\_

Dated \_\_\_\_\_

Signature of renter 3

Signature of renter 4

Dated \_\_\_\_\_

Dated \_\_\_\_\_

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

## Annexure A

### Inspections

The Renter/s acknowledges that they have:

(a) personally inspected the Premises prior to entering into this Lease Agreement and accept the Premises in its current condition; or  
(b) in the event the renters were unable to inspect the Premises prior to signing this Lease Agreement, accept the Premises as described in the Condition Report prepared prior to the commencement of the tenancy.

### No Representations

The Renter acknowledges that no promise, representation, warranty or undertaking has been given by the Rental Provider or the Agent in relation to the suitability of the Premises for the purposes of the Renter otherwise than as provided in this Agreement. The Renter, where applicable, has waived their rights to inspect the premises prior to signing this agreement. Without limiting Item 21 of Part D of this Agreement, the Rental Provider must ensure that the Premises comply with the rental minimum standards (as set out in Schedule 4 of the Residential Tenancies Regulations 2021), and further that the Premises are vacant and reasonably clean when the Renter moves in.

### Availability of Premises

The Agent will use its best endeavours so that the Premises are available on the Commencement Date.

### Payment of Services

The Renter shall pay all charges in respect of the consumption of water, electricity, gas, oil, national broadband network ("NBN") and telephone where the Premises are separately metered for these services as stipulated in the Act. The Agent will confirm if these are applicable. It is the Renter's responsibility to turn the main switch off to allow the power to be connected as required by the electricity provider. No claim shall be made against the Rental Provider or the Agent should the power not be connected at the commencement of this Agreement. The Renter acknowledges that all arrangements for connection of a telephone line or national broadband network ("NBN") connection to the Premises shall be at the cost of the Rental Provider.

### Lost Keys

The Renter is responsible for the replacement of any lost key, building fob, auto remote control and the provision of any additional key and any locksmith's charge where any key is mislaid or lost. The Agent does not guarantee that it holds a spare set of keys to the Premises at its offices.

### Lockout

In the event a Renter is locked out of the premises, The Agent is not legally obligated to provide a spare key for access. The Renter acknowledges they will be responsible for any locksmith's charges.

### No Invalidating Insurance

The Renter shall not do or allow anything to be done which would invalidate any insurance policy on the Premises or increase the premium including (but not limited to) the storage of flammable liquids or the use of any kerosene or oil burning heater at the Premises. For the avoidance of doubt the Rental Provider is responsible for payment of insurance, and nothing in this clause requires the Renter to take out or pay for any insurance.

### Notify Blockages

The Renter must as soon as practicable notify the Rental Provider or the Agent of any blockage or defect in any drain, water service or sanitary system. No item that could cause a blockage including (but not limited to) any feminine hygiene product, disposable nappy or excessive amounts of toilet paper may be flushed down the sewerage septic stormwater or drainage systems. The Renter must pay the Rental Provider all reasonable expenses that are incurred in rectifying any defect or blockage that may be caused by the Renter or a person that the Renter has allowed or permitted to be at the Premises. This obligation shall not extend to any defect or blockage caused by the Rental Provider or the Agent or their respective contractors.

### Rubbish

The Renter shall deposit all rubbish including any carton and newspaper in the building rubbish area. The Renter agrees to not place rubbish in common areas including but not limited to stairwells, common lounges and study rooms. The Renter acknowledges they may receive an infringement fine should this occur. The Renter agrees to remove rubbish and waste from their premises daily.

### Hanging Clothes

The Renter shall not hang any clothes outside the Premises other than where provision for the hanging of clothes has been provided. The Renter must use any clothes drying facilities in the manner required by the Rental Provider or any owner's corporation.

### Washing Machines

The Renter will not install a washing machine into their premises without the express written permission of the Residential Rental Provider.

## Annexure B

### Replace Light Globes

The Renter shall, at the Renter's expense, replace with a similar type style and feature/attribute any lighting tube, globe and down-light (including any starter or transformer) at the premises which become defective during the tenancy unless the defect is proven to be caused by faulty wiring or a defective fitting.

### Smoke Free Zone

The Renter acknowledges that the Premises are a 'Smoke Free Zone' and the Renter will ensure that the Renter and any invitees do not smoke inside the Premises.

### Renter Notice

If the Renter wishes to vacate the Premises at the expiration of this Agreement the Renter must give the Rental Provider written notice of the intention of the Renter to vacate at least 28 days prior to the expiration of this Agreement.

### Rental Provider Expenses

If the Renter decides to vacate the Premises during the term of this Agreement for whatever reason, the Renter shall be responsible for reimbursing to the Rental Provider or Unilodge the following costs:

A pro-rata letting fee;

Reasonable administration costs;

Marketing costs as incurred by the Agent;

National tenancy database checks on each applicant or as required;

The continued payment of rent until the first to occur of the premises being relet or the current term of this agreement expiring;

If the Premises are relet at a lower Rental, the Renter must pay to the Rental Provider any difference or shortfall as required for the unexpired portion of the term of this agreement subject to legal requirements.

### Return Keys

The Renter acknowledges that it is the responsibility of the Renter on the termination of this Agreement to deliver all keys, building access fobs and any auto remote controls for the Premises to the Agent during business hours and to continue paying Rental until such time as all keys and auto remote controls are delivered.

### Furnishings

If the Premises are let fully furnished or semi-furnished the Renter acknowledges that any furniture, fittings and chattels included in the Premises are listed in an attachment to this Agreement or in the Condition Report and the Renter further acknowledges that all such items are in good condition as at the date of this Agreement unless specifically noted to the contrary. The Renter agrees to care for and maintain any items of furniture, fittings and chattels leased with the Premises during the tenancy and deliver them to the Rental Provider at the end of the tenancy in the same condition as at the Commencement Date (fair wear and tear excepted). The Renter must follow any care or manufacturer's instruction manuals provided to properly care for any such furniture fittings and chattels leased with the Premises. At the end of the tenancy, the Renter must replace with items of equivalent quality features functionality and condition any of the items of furniture fittings and chattels leased with the Premises which have been damaged destroyed or rendered inoperable/useful during the term of this Agreement (fair wear and tear excepted) at the Renters cost.

### Cooking Facilities

The Renter agrees they will not cook anywhere in the property except where kitchen facilities are provided.

### Renter Absence

The Renter acknowledges they will notify the Agent in writing if they intend to be absent from the premises for a period longer than 14 days.

### Bicycle Facilities

The Renter acknowledges any bicycle will be stored in the bicycle storage area and not kept inside the premises. Any bicycles stored are done so at the Renters own risk.

### Charging of Electrical Devices

The Renters agree to comply with all rules and regulations set by the Owners Corporation. Bicycles, scooters, or similar personal transport devices shall not be stored within the apartment premises. The charging of lithium-ion batteries within the apartment is strictly prohibited, except for mobile electronic devices such as laptops and mobile phones that comply with applicable Australian safety standards.

### Fire Alarm

The Renter acknowledges that should they be deemed liable for incorrectly activating or triggering the fire alarm which results in a Fire Rescue Victoria (FRV) attendance, they will be liable for all costs associated with the FRV callout.

# **Model rules for an owners corporation**

## **1. Health, safety and security**

### **1.1 Health, safety and security of lot owners, occupiers of lots and others**

A lot owner or occupier must not use the lot, or permit it to be used, so as to cause a hazard to the health, safety and security of an owner, occupier, or user of another lot.

### **1.2 Storage of flammable liquids and other dangerous substances and materials**

1. Except with the approval in writing of the owners corporation, an owner or occupier of a lot must not use or store on the lot or on the common property any flammable chemical, liquid or gas or other flammable material.
2. This rule does not apply to—
  - a) chemicals, liquids, gases or other material used or intended to be used for domestic purposes; or
  - b) any chemical, liquid, gas or other material in a fuel tank of a motor vehicle or internal combustion engine.

### **1.3 Waste disposal**

An owner or occupier must ensure that the disposal of garbage or waste does not adversely affect the health, hygiene or comfort of the occupiers or users of other lots.

## **2. Committees and sub-committees**

### **2.1 Functions, powers and reporting of committees and sub-committees**

A committee may appoint members to a sub-committee without reference to the owners corporation.

## **3. Management and administration**

### **3.1 Metering of services and apportionment of costs of services**

1. The owners corporation must not seek payment or reimbursement for a cost or charge from a lot owner or occupier that is more than the amount that the supplier would have charged the lot owner or occupier for the same goods or services.
2. If a supplier has issued an account to the owners corporation, the owners corporation cannot recover from the lot owner or occupier an amount which includes any amount that is able to be claimed as a concession or rebate by or on behalf of the lot owner or occupier from the relevant supplier.
3. Subrule (2) does not apply if the concession or rebate—
  - a) must be claimed by the lot owner or occupier and the owners corporation has given the lot owner or occupier an opportunity to claim it and the lot owner or occupier has not done so by the payment date set by the relevant supplier; or
  - b) is paid directly to the lot owner or occupier as a refund.

## **4. Use of common property**

### **4.1 Use of common property**

1. An owner or occupier of a lot must not obstruct the lawful use and enjoyment of the common property by any other person entitled to use the common property.
2. An owner or occupier of a lot must not, without the written approval of the owners corporation, use for his or her own purposes as a garden any portion of the common property.
3. An approval under subrule (2) may state a period for which the approval is granted.
4. If the owners corporation has resolved that an animal is a danger or is causing a nuisance to the common property, it must give reasonable notice of this resolution to the owner or occupier who is keeping the animal.

5. An owner or occupier of a lot who is keeping an animal that is the subject of a notice under subrule (4) must remove that animal.
6. Subrules (4) and (5) do not apply to an animal that assists a person with an impairment or disability.

## **4.2 Vehicles and parking on common property**

An owner or occupier of a lot must not, unless in the case of an emergency, park or leave a motor vehicle or other vehicle or permit a motor vehicle or other vehicle—

- a) to be parked or left in parking spaces situated on common property and allocated for other lots; or
- b) on the common property so as to obstruct a driveway, pathway, entrance or exit to a lot; or
- c) in any place other than a parking area situated on common property specified for that purpose by the owners corporation.

## **4.3 Damage to common property**

1. An owner or occupier of a lot must not damage or alter the common property without the written approval of the owners corporation.
2. An owner or occupier of a lot must not damage or alter a structure that forms part of the common property without the written approval of the owners corporation.
3. An approval under subrule (1) or (2) may state a period for which the approval is granted, and may specify the works and conditions to which the approval is subject.
4. An owner or person authorised by an owner may install a locking or safety device to protect the lot against intruders, or a screen or barrier to prevent entry of animals or insects, if the device, screen or barrier is soundly built and is consistent with the colour, style and materials of the building.
5. The owner or person referred to in subrule (4) must keep any device, screen or barrier installed in good order and repair.

# **5. Lots**

## **5.1 Change of use of lots**

An owner or occupier of a lot must give written notification to the owners corporation if the owner or occupier changes the existing use of the lot in a way that will affect the insurance premiums for the owners corporation.

### **Example**

If the change of use results in a hazardous activity being carried out on the lot, or results in the lot being used for commercial or industrial purposes rather than residential purposes.

## **5.2 External appearance of lots**

1. An owner or occupier of a lot must obtain the written approval of the owners corporation before making any changes to the external appearance of their lot.
2. An owners corporation cannot unreasonably withhold approval, but may give approval subject to reasonable conditions to protect quiet enjoyment of other lot owners, structural integrity or the value of other lots and/or common property.

## **5.3 Requiring notice to the owners corporation of renovations to lots**

An owner or occupier of a lot must notify the owners corporation when undertaking any renovations or other works that may affect the common property and/or other lot owners' or occupiers' enjoyment of the common property.

## **6. Behaviour of persons**

### **6.1 Behaviour of owners, occupiers and invitees on common property**

An owner or occupier of a lot must take all reasonable steps to ensure that guests of the owner or occupier do not behave in a manner likely to unreasonably interfere with the peaceful enjoyment of any other person entitled to use the common property.

### **6.2 Noise and other nuisance control**

1. An owner or occupier of a lot, or a guest of an owner or occupier, must not unreasonably create any noise likely to interfere with the peaceful enjoyment of any other person entitled to use the common property.
2. Subrule (1) does not apply to the making of a noise if the owners corporation has given written permission for the noise to be made.

## **7. Dispute resolution**

1. The grievance procedure set out in this rule applies to disputes involving a lot owner, manager, or an occupier or the owners corporation.
2. The party making the complaint must prepare a written statement in the approved form.
3. If there is a grievance committee of the owners corporation, it must be notified of the dispute by the complainant.
4. If there is no grievance committee, the owners corporation must be notified of any dispute by the complainant, regardless of whether the owners corporation is an immediate party to the dispute.
5. The parties to the dispute must meet and discuss the matter in dispute, along with either the grievance committee or the owners corporation, within 14 working days after the dispute comes to the attention of all the parties.
6. A party to the dispute may appoint a person to act or appear on his or her behalf at the meeting.
7. If the dispute is not resolved, the grievance committee or owners corporation must notify each party of his or her right to take further action under Part 10 of the *Owners Corporations Act 2006*.
8. This process is separate from and does not limit any further action under Part 10 of the *Owners Corporations Act 2006*.

**RULES OF BODY CORPORATE**  
**PLAN NO. PS514600K**  
**("RULES")**  
**made under Regulation 220 of the**  
**Subdivision (Body Corporate) Regulations 2001**

In these rules:

- (a) "Manager" means the company for the time being appointed by the body corporate as its manager and a reference in these rules to the body corporate shall, where there is such a manager, be construed as a reference to that manager unless the context otherwise requires.
- (b) "security key" means a key, magnetic card or other device used to open and close doors, gates or locks in respect of a lot or the common property.
- (c) Unless the context otherwise requires:
  - (i) headings are for convenience only;
  - (ii) words importing the singular include the plural and vice versa;
  - (iii) an expression importing a natural person includes any company, partnership, joint venture, association or other body corporate and any governmental authority; and
  - (iv) a reference to a thing includes part of that thing.
- (d) The obligations and restrictions in these rules shall be read subject to the rights, grants or privileges that may be given to any person or persons by the body corporate from time to time and to the extent of any inconsistency, any such rights, grants or privileges prevail over these rules in respect of the person or persons to whom they are given.

**1. SERVICES**

- 1.1 Except for the purposes of maintenance and renewal and with the written consent of the body corporate, a proprietor or occupier of a lot must not do anything or permit anything to be done on or in relation to that lot or the common property so that:
  - (a) any support or shelter provided by that lot or the common property for any other lot or the common property is interfered with;
  - (b) the structural and functional integrity of any part of the common property is impaired; or
  - (c) the passage or provision of services through the lot or the common property is interfered with.

1.2 A proprietor or occupier of a lot must not install a safe in a lot without the written consent of the body corporate and before submitting to the body corporate a structural engineering report in respect of the proposed installation.

**2. PROPRIETORS' AND OCCUPIERS' OBLIGATIONS**

2.1 A proprietor or occupier of a lot must not:

- (a) create any noise or behave in a manner likely to interfere with the peaceful enjoyment of the proprietor or occupier of another lot or of any person lawfully using common property; or
- (b) obstruct the lawful use of common property by any person; or
- (c) without limiting the generality of the foregoing, use hammers, drills or jack hammers in a lot between the hours of 2pm and 10am on weekdays or on weekends at all.

2.2 A proprietor or occupier of a lot must not smoke in the stairwells, lifts, foyers and carpark forming part of the common property or such other parts of the common property as the body corporate or the Manager may designate from time to time.

2.3 A proprietor or occupier of a lot must not use or permit to be used in or on the common property skateboards, roller skates or roller blades.

2.4 A proprietor or occupier of a lot must not permit disposal of cigarette butts or cigarette ash over balconies.

2.5 A proprietor or occupier of a lot must not use that part of a lot designed for use as a car parking space for any other purpose without the prior written consent of the body corporate.

2.6 A proprietor or occupier of a lot must not deposit or throw garbage onto the common property except into a receptacle or area specifically provided for that purpose.

2.7 A proprietor or occupier of a lot must dispose of garbage in the manner specified by the body corporate from time to time but otherwise:

- (a) glass items must be completely drained, cleaned and deposited in unbroken condition in the area designated for such items by the body corporate;
- (b) recyclable items, without limitation, paper, cardboard and plastic as from time to time nominated by the body corporate must be stored in the area designated for the items by the body corporate;
- (c) all other garbage must be drained and securely wrapped in small parcels deposited in the garbage chute (where one is provided) situated in the common property.
- (d) All cardboard boxes and packaging must be broken down and neatly packed in the garbage area.

2.8 A proprietor or occupier of a lot must not:

- (a) except with the written consent of the body corporate, use or store on the common property any flammable chemical, liquid, gas or other flammable material other than chemicals, liquids, gases or other material intended to be used for domestic purposes or in the fuel tank of a motor vehicle; or
- (b) do or permit anything which may invalidate or suspend any insurance policy effected by the body corporate or cause any premium to be increased without the prior written consent of the body corporate.

2.9 A proprietor or occupier of a lot must not:

- (a) permit any bicycle to be stored other than in the areas of the common property designated by the body corporate or the Manager for such purpose and fitted with bicycle racks;
- (b) permit any bicycle to be brought into a lot or the foyer, stairwells, lifts, hallways, garden areas, walkways, balconies or other parts of the common property as may be designated by the body corporate or the Manager from time to time.

2.10 A proprietor or occupier of a lot must not hang or permit to be hung any clothes or other articles on any balcony, landing, stairway or any other part of the common property or on any part of the exterior of the lot so as to be visible from outside the lot;

2.11 A proprietor or occupier of a lot must not install any curtains, blinds or other window furnishings on the interior of any windows in any lot which are visible externally other than in accordance with the furnishings approved by the Manager, or another body appointed by the body corporate from time to time.

2.12 A proprietor or occupier of a lot must not install any curtains, blinds or other window furnishings to the exterior of the building, whether inside their lot or external to their lot.

2.13 A proprietor or occupier of a lot must not allow any glazed portions of the lot or the common property that surrounds the lot to be tinted or otherwise treated with the intention to change the visual characteristics of the glazing.

2.14 A proprietor or occupier of a lot must not paint, finish or otherwise alter the external facade of any building or improvement forming part of the common property or their lot.

2.15 A proprietor or occupier of a lot must not without the prior written consent of the body corporate do or permit anything to be done which may invalidate, suspend or increase the premium for any insurance policy effected by the body corporate.

2.16 A proprietor or occupier of a lot must not use or interfere with any fire safety equipment except in the case of an emergency and must not obstruct any fire stairs or fire escape.

2.17 A proprietor or occupier of a lot must ensure compliance with fire laws in respect of the lot.

### **3. COMMON PROPERTY**

- 3.1 A proprietor or occupier of a lot shall not mark, paint or the like, or otherwise damage or deface, any structure that forms part of the common property without the approval in writing of the body corporate, but this rule does not prevent a proprietor or person authorised by him from installing any locking device for protection of the lot against intruders and complying with any stipulations of the Manager from time to time.
- 3.2 A proprietor or occupier of a lot must not break the fire regulations by installing unapproved dead locks or peep holes that would void the body corporate's insurance policy.
- 3.3 A proprietor or occupier of a lot must not, without the prior written consent of the body corporate, remove articles from the common property placed there by direction or authority of the body corporate and must use all reasonable endeavours to ensure that those articles are used only for their intended use and not damaged.
- 3.4 A proprietor or occupier of a lot must not, without the written authority of the body corporate or the Manager, interfere with the operation of any equipment installed on the common property.
- 3.5 A proprietor or occupier of a lot must not modify any air conditioning, heating or ventilation system or associated ducting servicing that lot without the prior written consent of the body corporate.
- 3.6 A proprietor or occupier of a lot must not install covering to any storage areas without the prior written consent of the body corporate. Any covering must comply with fire regulations, i.e. being fire retardant, and of a colour approved by the body corporate.
- 3.7 A proprietor or occupier of a lot must not do anything, which may prejudice the security or safety of the common property.
- 3.8 The proprietor or occupier of a lot shall compensate the body corporate in respect of any damage to the common property or personal property vested in the body corporate caused by that proprietor or occupier or their respective tenants, licensees or invitees.
- 3.9 A proprietor or occupier of a lot must promptly notify the body corporate or the Manager on becoming aware of any damage to or defect in the common property or any personal property vested in the body corporate.

### **4. RESTRICTED USE OF COMMON PROPERTY**

- 4.1 The body corporate may take measures to ensure the security and to preserve the safety of the common property and the lots affected by the body corporate from fire or other hazards and without limitation may:
  - (a) close off any part of the common property not required for access to a lot on either a temporary or permanent basis or otherwise restrict the access to or use by proprietors or occupiers of any part of the common property;

- (b) permit, to the exclusion of proprietors and occupiers, any designated part of common property to be used by any security person as a means of monitoring security and general safety of the lots, either solely or in conjunction with other lots;
- (c) restrict by means of key or other security device the access of proprietors or occupiers; and
- (d) restrict by means of key or other security device the access of the proprietors or occupiers of one level of the lots to any other level of the lots.
- (e) Cancel any security card issued where a proprietor is in arrears in payment of body corporate levies in excess of 2 quarters.

## **5. MOVING OF CERTAIN ARTICLES**

- 5.1 A proprietor or occupier of a lot must not move any article likely to cause damage to or obstruction through common property without first notifying the body corporate or the Manager in sufficient time to enable a representative of the body corporate or the Manager to be present.
- 5.2 A proprietor or occupier of a lot may only move an article likely to cause damage to or obstruction through common property in accordance with directions of the body corporate, the Manager or the Manager's representative.
- 5.3 Without limiting the generality of the foregoing rules, a proprietor or occupier of any lot may only move items through the lift lobby or other area designated by the Manager or the body corporate.

## **6. CLEANING OF A LOT**

- 6.1 A proprietor or occupier of a lot must keep that lot including balconies clean and tidy and in good repair.
- 6.2 A proprietor or occupier of a lot must ensure their car parking space(s) are free of oil etc. The body corporate reserves its right to clean any area and charge the owner for the cost incurred.

## **7. PETS AND ANIMALS**

- 7.1 A proprietor or occupier of a lot must not keep any animal upon a lot or the common property after being given notice by the body corporate to remove such animal once the body corporate has resolved that the animal is causing a nuisance.
- 7.2 A proprietor or occupier of a lot must ensure that any animal belonging to them does not urinate or defecate on common areas including internal court yards.
- 7.3 A proprietor or occupier of a lot must ensure that any animal belonging to them must not be allowed to touch any common areas. They are to be carried through the common areas at all times.

## **8. CONSENT OF BODY CORPORATE**

A consent given by the body corporate under these rules will, if practicable, be revocable and may be given subject to conditions including, without limitation, a condition evidenced by a minute of a resolution that the proprietor or occupier for the time being of the lot to which the consent or approval relates is responsible for compliance with the terms of the consent.

## **9. SIGNS**

- 9.1 A proprietor or occupier of a lot must not use the lot or any part of it or any part of the common property for any public announcement or for the display of any signage, placard or advertisement in relation to the sale or lease of a lot unless previously approved by the body corporate and affixed to the property in the area designated for such signage by the body corporate from time to time.
- 9.2 A proprietor or occupier of a lot must not allow or permit more than one sign to be affixed to the property at any given time and any such sign referred to in paragraph 22.1 will be affixed for a period of no longer than 30 days unless otherwise agreed by the body corporate;

## **10. COMPLIANCE WITH RULES BY INVITEES**

- 10.1 A proprietor or occupier of a lot must take all reasonable steps to ensure the invitees of the proprietor or occupier comply with these rules.
- 10.2 A proprietor of a lot which is the subject of a lease or licence agreement must take all reasonable steps, including any action available under the lease or licence agreement, to ensure that any lessee or licensee of the lot and any invitees of that lessee or licensee comply with these rules.
- 10.3 Any contractor/tradesman may only use the basement lift lobby or other area specifically designated by the Manager or the body corporate for entry and exit.

## **11. COMPLIANCE WITH LAWS**

- 11.1 A proprietor or occupier of a lot must at the proprietor's or occupier's expense promptly comply with all laws relating to the lot including, without limitation, any requirements, notices and orders of any governmental authority.
- 11.2 A proprietor or occupier of a lot must not use the lot for any purpose that may be illegal or injurious to the reputation of the development comprised of the lots and the common property or which may cause a nuisance or hazard to any other proprietor or occupier of a lot or their representative invitees.

## **12. NO TRADE OR BUSINESS**

A proprietor or occupier of a lot must not use that lot or any part of the common property for any trade or business nor permit others to do so unless:

- (a) the planning scheme governing the use of that lot permits the trade or business to be carried on from that lot;
- (b) any requirements in respect of the trade or business stipulated by any relevant authority from time to time are complied with; and
- (c) the trade or business can be carried on, and is carried on, without causing undue nuisance to the proprietors of other lots.

## **13. COMMERCIAL AREA**

Without limiting any other rule, the proprietor or occupier of any lot used as a restaurant, cafe or for other commercial purposes must (unless otherwise permitted):

- (a) take out its own bins on each garbage collection day and bring the bins in before 8am on each collection day;
- (b) avoid unnecessary noise when filling bins;
- (c) ensure lids on bins are securely closed at all times and ensure that bins are kept clean;
- (d) ensure all cardboard and paper waste is cut up or folded so as to fit in bins;
- (e) store all bins within appropriate areas of the lot and must not store bins or leave garbage on common property; and
- (f) comply with all health, noise and other regulations in carrying on the business from the lot.

## **14. SECURITY KEYS**

- 14.1 If the body corporate restricts the access of the proprietors and occupiers under rule 10, the body corporate may make the number of security keys as it determines available to proprietors free of charge. The body corporate may charge a reasonable fee for any additional security key required by a proprietor.
- 14.2 A proprietor of a lot must exercise a high degree of caution and responsibility in making a security key available for use by any occupier of a lot and must use all reasonable endeavours including without limitation an appropriate stipulation in any lease or licence of a lot to the occupier to ensure the return of the security key to the proprietor or the body corporate.
- 14.3 A proprietor or occupier of a lot in possession of a security key must not without the body corporate's written consent duplicate the security key or permit it to be duplicated and must take all reasonable precautions to ensure that the security key is not lost or handed to any

person other than another proprietor or occupier and is not to dispose of otherwise than by returning it to the proprietor or the body corporate.

- 14.4 A proprietor or occupier of a lot must promptly notify the body corporate if a security key issued to him is lost or destroyed.

**RULES OF BODY CORPORATE**  
**PLAN NO. PS514600K**  
**("RULES")**  
**made under Regulation 220 of the**  
**Subdivision (Body Corporate) Regulations 2001**

In these rules:

- (a) "Manager" means the company for the time being appointed by the body corporate as its manager and a reference in these rules to the body corporate shall, where there is such a manager, be construed as a reference to that manager unless the context otherwise requires.
- (b) "security key" means a key, magnetic card or other device used to open and close doors, gates or locks in respect of a lot or the common property.
- (c) Unless the context otherwise requires:
  - (i) headings are for convenience only;
  - (ii) words importing the singular include the plural and vice versa;
  - (iii) an expression importing a natural person includes any company, partnership, joint venture, association or other body corporate and any governmental authority; and
  - (iv) a reference to a thing includes part of that thing.
- (d) The obligations and restrictions in these rules shall be read subject to the rights, grants or privileges that may be given to any person or persons by the body corporate from time to time and to the extent of any inconsistency, any such rights, grants or privileges prevail over these rules in respect of the person or persons to whom they are given.

**1. SERVICES**

- 1.1 Except for the purposes of maintenance and renewal and with the written consent of the body corporate, a proprietor or occupier of a lot must not do anything or permit anything to be done on or in relation to that lot or the common property so that:
  - (a) any support or shelter provided by that lot or the common property for any other lot or the common property is interfered with;
  - (b) the structural and functional integrity of any part of the common property is impaired; or
  - (c) the passage or provision of services through the lot or the common property is interfered with.

1.2 A proprietor or occupier of a lot must not install a safe in a lot without the written consent of the body corporate and before submitting to the body corporate a structural engineering report in respect of the proposed installation.

**2. PROPRIETORS' AND OCCUPIERS' OBLIGATIONS**

2.1 A proprietor or occupier of a lot must not:

- (a) create any noise or behave in a manner likely to interfere with the peaceful enjoyment of the proprietor or occupier of another lot or of any person lawfully using common property; or
- (b) obstruct the lawful use of common property by any person; or
- (c) without limiting the generality of the foregoing, use hammers, drills or jack hammers in a lot between the hours of 2pm and 10am on weekdays or on weekends at all.

2.2 A proprietor or occupier of a lot must not smoke in the stairwells, lifts, foyers and carpark forming part of the common property or such other parts of the common property as the body corporate or the Manager may designate from time to time.

2.3 A proprietor or occupier of a lot must not use or permit to be used in or on the common property skateboards, roller skates or roller blades.

2.4 A proprietor or occupier of a lot must not permit disposal of cigarette butts or cigarette ash over balconies.

2.5 A proprietor or occupier of a lot must not use that part of a lot designed for use as a car parking space for any other purpose without the prior written consent of the body corporate.

2.6 A proprietor or occupier of a lot must not deposit or throw garbage onto the common property except into a receptacle or area specifically provided for that purpose.

2.7 A proprietor or occupier of a lot must dispose of garbage in the manner specified by the body corporate from time to time but otherwise:

- (a) glass items must be completely drained, cleaned and deposited in unbroken condition in the area designated for such items by the body corporate;
- (b) recyclable items, without limitation, paper, cardboard and plastic as from time to time nominated by the body corporate must be stored in the area designated for the items by the body corporate;
- (c) all other garbage must be drained and securely wrapped in small parcels deposited in the garbage chute (where one is provided) situated in the common property.
- (d) All cardboard boxes and packaging must be broken down and neatly packed in the garbage area.

2.8 A proprietor or occupier of a lot must not:

- (a) except with the written consent of the body corporate, use or store on the common property any flammable chemical, liquid, gas or other flammable material other than chemicals, liquids, gases or other material intended to be used for domestic purposes or in the fuel tank of a motor vehicle; or
- (b) do or permit anything which may invalidate or suspend any insurance policy effected by the body corporate or cause any premium to be increased without the prior written consent of the body corporate.

2.9 A proprietor or occupier of a lot must not:

- (a) permit any bicycle to be stored other than in the areas of the common property designated by the body corporate or the Manager for such purpose and fitted with bicycle racks;
- (b) permit any bicycle to be brought into a lot or the foyer, stairwells, lifts, hallways, garden areas, walkways, balconies or other parts of the common property as may be designated by the body corporate or the Manager from time to time.

2.10 A proprietor or occupier of a lot must not hang or permit to be hung any clothes or other articles on any balcony, landing, stairway or any other part of the common property or on any part of the exterior of the lot so as to be visible from outside the lot;

2.11 A proprietor or occupier of a lot must not install any curtains, blinds or other window furnishings on the interior of any windows in any lot which are visible externally other than in accordance with the furnishings approved by the Manager, or another body appointed by the body corporate from time to time.

2.12 A proprietor or occupier of a lot must not install any curtains, blinds or other window furnishings to the exterior of the building, whether inside their lot or external to their lot.

2.13 A proprietor or occupier of a lot must not allow any glazed portions of the lot or the common property that surrounds the lot to be tinted or otherwise treated with the intention to change the visual characteristics of the glazing.

2.14 A proprietor or occupier of a lot must not paint, finish or otherwise alter the external facade of any building or improvement forming part of the common property or their lot.

2.15 A proprietor or occupier of a lot must not without the prior written consent of the body corporate do or permit anything to be done which may invalidate, suspend or increase the premium for any insurance policy effected by the body corporate.

2.16 A proprietor or occupier of a lot must not use or interfere with any fire safety equipment except in the case of an emergency and must not obstruct any fire stairs or fire escape.

2.17 A proprietor or occupier of a lot must ensure compliance with fire laws in respect of the lot.

### **3. COMMON PROPERTY**

- 3.1 A proprietor or occupier of a lot shall not mark, paint or the like, or otherwise damage or deface, any structure that forms part of the common property without the approval in writing of the body corporate, but this rule does not prevent a proprietor or person authorised by him from installing any locking device for protection of the lot against intruders and complying with any stipulations of the Manager from time to time.
- 3.2 A proprietor or occupier of a lot must not break the fire regulations by installing unapproved dead locks or peep holes that would void the body corporate's insurance policy.
- 3.3 A proprietor or occupier of a lot must not, without the prior written consent of the body corporate, remove articles from the common property placed there by direction or authority of the body corporate and must use all reasonable endeavours to ensure that those articles are used only for their intended use and not damaged.
- 3.4 A proprietor or occupier of a lot must not, without the written authority of the body corporate or the Manager, interfere with the operation of any equipment installed on the common property.
- 3.5 A proprietor or occupier of a lot must not modify any air conditioning, heating or ventilation system or associated ducting servicing that lot without the prior written consent of the body corporate.
- 3.6 A proprietor or occupier of a lot must not install covering to any storage areas without the prior written consent of the body corporate. Any covering must comply with fire regulations, i.e. being fire retardant, and of a colour approved by the body corporate.
- 3.7 A proprietor or occupier of a lot must not do anything, which may prejudice the security or safety of the common property.
- 3.8 The proprietor or occupier of a lot shall compensate the body corporate in respect of any damage to the common property or personal property vested in the body corporate caused by that proprietor or occupier or their respective tenants, licensees or invitees.
- 3.9 A proprietor or occupier of a lot must promptly notify the body corporate or the Manager on becoming aware of any damage to or defect in the common property or any personal property vested in the body corporate.

### **4. RESTRICTED USE OF COMMON PROPERTY**

- 4.1 The body corporate may take measures to ensure the security and to preserve the safety of the common property and the lots affected by the body corporate from fire or other hazards and without limitation may:
  - (a) close off any part of the common property not required for access to a lot on either a temporary or permanent basis or otherwise restrict the access to or use by proprietors or occupiers of any part of the common property;

- (b) permit, to the exclusion of proprietors and occupiers, any designated part of common property to be used by any security person as a means of monitoring security and general safety of the lots, either solely or in conjunction with other lots;
- (c) restrict by means of key or other security device the access of proprietors or occupiers; and
- (d) restrict by means of key or other security device the access of the proprietors or occupiers of one level of the lots to any other level of the lots.
- (e) Cancel any security card issued where a proprietor is in arrears in payment of body corporate levies in excess of 2 quarters.

## **5. MOVING OF CERTAIN ARTICLES**

- 5.1 A proprietor or occupier of a lot must not move any article likely to cause damage to or obstruction through common property without first notifying the body corporate or the Manager in sufficient time to enable a representative of the body corporate or the Manager to be present.
- 5.2 A proprietor or occupier of a lot may only move an article likely to cause damage to or obstruction through common property in accordance with directions of the body corporate, the Manager or the Manager's representative.
- 5.3 Without limiting the generality of the foregoing rules, a proprietor or occupier of any lot may only move items through the lift lobby or other area designated by the Manager or the body corporate.

## **6. CLEANING OF A LOT**

- 6.1 A proprietor or occupier of a lot must keep that lot including balconies clean and tidy and in good repair.
- 6.2 A proprietor or occupier of a lot must ensure their car parking space(s) are free of oil etc. The body corporate reserves its right to clean any area and charge the owner for the cost incurred.

## **7. PETS AND ANIMALS**

- 7.1 A proprietor or occupier of a lot must not keep any animal upon a lot or the common property after being given notice by the body corporate to remove such animal once the body corporate has resolved that the animal is causing a nuisance.
- 7.2 A proprietor or occupier of a lot must ensure that any animal belonging to them does not urinate or defecate on common areas including internal court yards.
- 7.3 A proprietor or occupier of a lot must ensure that any animal belonging to them must not be allowed to touch any common areas. They are to be carried through the common areas at all times.

## **8. CONSENT OF BODY CORPORATE**

A consent given by the body corporate under these rules will, if practicable, be revocable and may be given subject to conditions including, without limitation, a condition evidenced by a minute of a resolution that the proprietor or occupier for the time being of the lot to which the consent or approval relates is responsible for compliance with the terms of the consent.

## **9. SIGNS**

- 9.1 A proprietor or occupier of a lot must not use the lot or any part of it or any part of the common property for any public announcement or for the display of any signage, placard or advertisement in relation to the sale or lease of a lot unless previously approved by the body corporate and affixed to the property in the area designated for such signage by the body corporate from time to time.
- 9.2 A proprietor or occupier of a lot must not allow or permit more than one sign to be affixed to the property at any given time and any such sign referred to in paragraph 22.1 will be affixed for a period of no longer than 30 days unless otherwise agreed by the body corporate;

## **10. COMPLIANCE WITH RULES BY INVITEES**

- 10.1 A proprietor or occupier of a lot must take all reasonable steps to ensure the invitees of the proprietor or occupier comply with these rules.
- 10.2 A proprietor of a lot which is the subject of a lease or licence agreement must take all reasonable steps, including any action available under the lease or licence agreement, to ensure that any lessee or licensee of the lot and any invitees of that lessee or licensee comply with these rules.
- 10.3 Any contractor/tradesman may only use the basement lift lobby or other area specifically designated by the Manager or the body corporate for entry and exit.

## **11. COMPLIANCE WITH LAWS**

- 11.1 A proprietor or occupier of a lot must at the proprietor's or occupier's expense promptly comply with all laws relating to the lot including, without limitation, any requirements, notices and orders of any governmental authority.
- 11.2 A proprietor or occupier of a lot must not use the lot for any purpose that may be illegal or injurious to the reputation of the development comprised of the lots and the common property or which may cause a nuisance or hazard to any other proprietor or occupier of a lot or their representative invitees.

## **12. NO TRADE OR BUSINESS**

A proprietor or occupier of a lot must not use that lot or any part of the common property for any trade or business nor permit others to do so unless:

- (a) the planning scheme governing the use of that lot permits the trade or business to be carried on from that lot;
- (b) any requirements in respect of the trade or business stipulated by any relevant authority from time to time are complied with; and
- (c) the trade or business can be carried on, and is carried on, without causing undue nuisance to the proprietors of other lots.

## **13. COMMERCIAL AREA**

Without limiting any other rule, the proprietor or occupier of any lot used as a restaurant, cafe or for other commercial purposes must (unless otherwise permitted):

- (a) take out its own bins on each garbage collection day and bring the bins in before 8am on each collection day;
- (b) avoid unnecessary noise when filling bins;
- (c) ensure lids on bins are securely closed at all times and ensure that bins are kept clean;
- (d) ensure all cardboard and paper waste is cut up or folded so as to fit in bins;
- (e) store all bins within appropriate areas of the lot and must not store bins or leave garbage on common property; and
- (f) comply with all health, noise and other regulations in carrying on the business from the lot.

## **14. SECURITY KEYS**

- 14.1 If the body corporate restricts the access of the proprietors and occupiers under rule 10, the body corporate may make the number of security keys as it determines available to proprietors free of charge. The body corporate may charge a reasonable fee for any additional security key required by a proprietor.
- 14.2 A proprietor of a lot must exercise a high degree of caution and responsibility in making a security key available for use by any occupier of a lot and must use all reasonable endeavours including without limitation an appropriate stipulation in any lease or licence of a lot to the occupier to ensure the return of the security key to the proprietor or the body corporate.
- 14.3 A proprietor or occupier of a lot in possession of a security key must not without the body corporate's written consent duplicate the security key or permit it to be duplicated and must take all reasonable precautions to ensure that the security key is not lost or handed to any

person other than another proprietor or occupier and is not to dispose of otherwise than by returning it to the proprietor or the body corporate.

- 14.4 A proprietor or occupier of a lot must promptly notify the body corporate if a security key issued to him is lost or destroyed.

# Fire Safety for International Students

Many portable devices such as laptop computers, mobile phones, children's toys, e-scooters and e-cigarettes may contain rechargeable lithium-ion batteries. They are light-weight, energy dense and long lasting but can be more volatile than traditional batteries. Most modern devices with rechargeable batteries contain lithium ion batteries.

## Lithium ion batteries can be a fire risk.

*Occasionally, if a lithium ion battery is improperly charged, handled, stored or disposed of there is a risk of overheating, catching fire or explosion. This also increases the risk of a house fire, garage fire or personal injury.*



Scan to see examples of lithium ion battery fires including e-scooters, mobile phones and power banks



## Safety Advice

- Purchase products from a reputable supplier and follow the manufacturer's instructions.
- Only use chargers and cords that are originally supplied with that device. Using chargers with incorrect power delivery (voltage and current) can cause damage to the battery or overheating that can lead to fires.
- Only use batteries that are designed for that device.
- Check that chargers have the Regulatory Compliance Mark, to show that they meet the relevant Australian Standards.
- Avoid charging lithium ion batteries overnight or leaving devices unattended while charging. Once the indicator shows that a device or battery has been fully charged, disconnect it from the charger.
- Always charge devices on a surface that can't catch fire.
- Never charge devices on things that can burn, like couches, beds, carpets, or pillows.



- Where possible, Light Electric Vehicles (LEV) should be stored and charged away from living spaces. Keep them away from any exit doors, escape routes, and other combustible materials.
- We recommend installation of a smoke alarm where LEVs are charged.
- Only have device repair, battery replacement or upgrades performed by a qualified professional.
- Never store or leave lithium ion batteries or devices in areas where they can be exposed to heat or moisture. Do not leave devices in direct sunlight or in parked vehicles where they can quickly heat up. Let batteries cool before recharging.
- Don't use lithium ion batteries or devices that show signs of swelling or bulging, leaking, overheating, or signs of mechanical damage (cracked, dented, punctured, or crushed).
- Don't touch leaking or damaged batteries (use gloves) and clean up any spilled material carefully. If safe to do so remove the battery away from anything that can catch fire, preferably outside, and follow disposal instructions below.

## Warning Indicators:

Stop using the battery if you notice strong odours, colour change, extreme heat, change in shape, leaking or unusual sounds (for example popping or hissing). If safe to do so remove the device away from anything that can catch fire.

If your battery catches fire call Triple Zero (000) immediately and wait in a safe location for firefighters to arrive.

## Lithium ion Battery Disposal

There are risks if lithium ion batteries are not disposed of correctly.

### Never dispose of lithium ion batteries in household rubbish.

Proper disposal avoids damage or puncture by heavy machinery during transport or processing which may lead to fires. FRV supports safe lithium ion battery disposal, for more information on where and how to dispose of used batteries please use the below links:

B-cycle [www.b-cycle.com.au/drop-off](http://www.b-cycle.com.au/drop-off)

Planet Ark [www.recyclingnearyou.com.au/batteries](http://www.recyclingnearyou.com.au/batteries)

# Fire Safety for International Students

## Smoke alarms

Smoke alarms are self-contained, stand-alone, single or interconnected smoke-sensing devices. They detect smoke and then alarm locally. They have a test button and must be located outside bedrooms.



**If your smoke alarm is not working and you are an owner you must replace it. If you are a tenant you must report it to your rental provider/agent.**

## Smoke detectors

Smoke detectors may be connected to a fire panel which alerts the fire brigade. If there is a fire follow your buildings instructions and evacuation plan.



**Never tamper with, cover or attempt to remove a smoke alarm or smoke detector and always report any damage to your rental provider/agent.**

## Evacuation

### If you live in a house

You should have a planned and practiced Home Fire Escape Plan, this includes two exits from each room and an agreed meeting place outside. Get out and stay out.

### If you live in an apartment

- Learn and practice your building's evacuation plan.
- The plan will be posted in a foyer or near a lift or stairwell. It will show you the safest way out and where to meet.
- Report hazards in your building including blocked and locked fire escape doors.
- Always close doors behind you.
- If there is an alarm listen for the alarm tone and for instructions to evacuate.

**If there is a fire, call Triple Zero (000), ask for FIRE**

- stay on the phone don't hang up.
- If you are not able to evacuate, say you need help to get out.

## Safety Advice

### In the Kitchen

Cooking left unattended is the most common cause of fires in the kitchen, so be sure to look when you cook.

- Check that the stove, cooktop, oven and other heat sources are turned off before leaving home or going to sleep.
- Keep items that could burn at least 1 metre away from cooking and heat sources.
- Never use water to extinguish an oil or grease fire.
- Always supervise children in the kitchen.
- Only ever cook in the kitchen – never cook in your bedroom or another room.

### Doorways

Keep your exits clear and always leave keys in locked doors and security screens when you are inside so you can escape if a fire occurs.

### Electrical

Electrical fires are a common type of fire in the home.

- Never overload power boards.
- Never charge laptops, tablets or mobile phones on flammable surfaces like beds or pillows.

**Heaters are a major cause of fires, especially during the winter months.**

Keep items that can burn at least 1 metre away from all heat sources.

Turn off all heating before leaving home or going to sleep.

**Cigarettes, candles, incense and oil burners can cause fires.**

- Never smoke in bed.
- Never throw cigarette butts off a balcony.
- Always extinguish any open flame or cigarette before leaving home or going to sleep.

