

## Rooming accommodation agreement (Form R18)

Residential Tenancies and Rooming Accommodation Act 2008

## Part 1 Rooming accommodation details

Item 1	1.1 Agent or manager/provider		
	Name/trading name <b>Excel RE Pty Ltd as trustee of the Merivale Street Property Trust</b>		
	Address <b>c/o Atira Student Living Pty Ltd ,118 Merivale Street, South Brisbane</b> <b>4101</b>		
	1.2 Phone	Mobile	Email
	<b>See Item 3</b>	<b>See Item 3</b>	<b>See Item 3</b>
Item 2	2.1 Resident/s		
	<b>Resident 1</b>	Full name/s <b>John citizen</b>	
	<b>Phone +6112312315151</b>	<b>Email John@citizen.com</b>	
	Resident 2	Full name/s	
	Phone	Email	
	2.2 Address for service (if different from address of the premises in item 6.1). Attach a separate list		
Item 3	3.1 Manager/Provider's agent. If applicable. See clause 28		
	Name/trading name <b>Atira Student Living Pty Ltd ACN 145561084</b>		
	Address <b>118 Merivale Street, South Brisbane, QLD</b> Postcode <b>4101</b>		
	3.2 Phone	Mobile	Email
	<b>+61 (0) 7 30629090</b>		<b>southbrisbane@atira.com</b>
Item 4	4.1 Resident's representative for notices. If applicable. See clause 29		
	<b>Name/trading name - Jane Citizen</b>		
	Address <b>line 1, city address, UNITED STATES MINOR OUTLYING ISLANDS</b> Postcode <b>1356</b>		
	4.2 Phone	Mobile	Email
		<b>+61123123515151</b>	<b>jane@citizen.com</b>
Item 5	Notices may be given to (indicate if the email is different from item 1,2 or 3 above)		
	5.1 Agent or manager/provider		
	Email Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	<input type="text"/>	Facsimile Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
		<input type="text"/>	<input type="text"/>
	5.2 Residents		
	Email Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	<input type="text"/>	Facsimile Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
	<input type="text"/>	<input type="text"/>	
5.3 Provider's agent			
Email Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	<input type="text"/>	Facsimile Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	
	<input type="text"/>	<input type="text"/>	
5.4 Resident's representative			
Email Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	<input type="text"/>	Facsimile Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	
	<input type="text"/>	<input type="text"/>	
Item 6	6.1 Address of the rental premises		
	Room no. <b>1003</b>	<b>118 Merivale Street, Brisbane, AUSTRALIA</b>	
		Postcode <b>QLD 4101</b>	
	6.2 Inclusions provided Insert Inclusions, for example, furniture or other household goods let with the premises. Attach list if necessary.		
	<b>See Entry Condition Report</b>		



Item 7 7.1 The term of the agreement is  fixed term agreement  periodic agreement  
7.2 Starting on **08/01/2017** 7.3 Ending on **07/01/2018**

Item 8 Rent **\$468.00** per  week  fortnight See clause 6(1)

Item 9 Breakdown of rent Accommodation	<b>\$468.00</b>	Other services	\$
Food service	\$	(attach a list if necessary)	\$
Personal care service	\$		\$

Item 10 Rent must be paid on the **MONDAY** day of each **WEEK**  
Insert day. See clause 6(2) Insert week/fortnight

Item 11 Method of rent payment. Insert the way the rent must be paid. See clause 6(3)  
**Internet Banking via Electronic Funds Transfer or payment via student portal.** (Card Transaction Processing Fee applies 2.45% via student portal) See Special terms for more info

Details for direct credit

Bank/building society/credit union **St George Bank**  
BSB no. **1 1 4 8 7 9** Account name **Atira Student Living Pty Ltd**

Account no. **4 8 7 9 5 1 0 9 3** Payment reference **T0001144 (you must use this)**

Item 12 Place of rent payment Insert where the rent must be paid. See clause 6(4) to 6(6)  
**118 Merivale Street, South Brisbane, Internet Banking via EFT, Online Student Portal, Pay to Study**

Item 13 13.1 Can the rent be increased?  Yes  No

13.2 How will the rent increase be calculated?

13.3 When will the rent increase start?  
Starting on  See clause 8

Item 14 Rental bond amount **\$1,872.00** See clause 11

Item 15 Services to be provided. Attach list if necessary  
**Electricity, Gas, Water, Internet**

Item 16 Utility services for which the resident must pay. See clause 1  
**N/A**

Item 17 House rules have been provided to the resident/s  Yes  No See clause 16

Item 18 18.1 Number of persons allowed to reside in the room **1(one)**  
18.2 Number of persons allowed to reside at the rental premises **1(one)** See clause 17

Item 19 19.1 Pets approved  Yes  No See clause 18(1)

19.2 The types and number of pets that may be kept See clause 18(2)  
Type  **N/A** Number  **N/A** Type  **N/A** Number  **N/A**

## Part 2 Standard Terms

### Division 1 Preliminary

#### 1 Interpretation

In this agreement -

- (a) a reference to the rental premises includes a reference to any inclusions for the rental premises stated in this agreement for item 6.2; and
- (b) a reference to a numbered section is a reference to the section in the Act with that number; and
- (c) a reference to a numbered item is a reference to the item with that number in part 1; and
- (d) a reference to a numbered clause is a reference to the clause of this agreement with that number.

#### 2 Terms of a rooming accommodation agreement

- (1) This part states, under the Residential Tenancies and Rooming Accommodation Act 2008 (the Act), section 73, the standard terms of a rooming accommodation agreement.
- (2) The Act also imposes duties on, and gives entitlements to, the provider and resident that are taken to be included as terms of this agreement.
- (3) The house rules for the rental premises are taken to be included as terms of this agreement.
- (4) The provider and resident may agree on other terms of this agreement (special terms).
- (5) A duty or entitlement under the Act overrides a standard term or special term if the term is inconsistent with the duty or entitlement.
- (6) A standard term overrides a special term if they are inconsistent.

*Note -*

Some breaches of this agreement may also be an offence under the Act, for example, if -

- the provider or the provider's agent enters the resident's room in contravention of the rules of entry under sections 257 to 262; or
- the resident does not sign and return the condition report to the provider or the provider's agent under section 81.

### Division 2 Period of rooming accommodation agreement

#### 3 Start of rooming accommodation agreement

This agreement starts on the day stated in this agreement for item 7.2

#### 4 Entry condition report -s 81

- (1) This clause applies only if a rental bond is payable, or has been paid, under this agreement.
  - (2) The provider must prepare, in the approved form, sign and give the resident 1 copy of a condition report for the room.
  - (3) The copy must be given to the resident on or before the day the resident occupies the room under this agreement.
  - (4) The resident must mark the copy of the report to show any parts the resident disagrees with, and sign and return the copy to the provider not later than 3 days after the later of the following days -
    - (a) the day the resident is entitled to occupy the room;
    - (b) the day the resident is given the copy of the condition report.
- Note -*
- A well completed condition report can be very important to help the parties if there is a dispute about the condition of the room when the rooming accommodation agreement started.
- (5) After the copy of the condition report is returned to the provider by the resident, the provider must copy the condition report and return it to the resident within 14 days.

### 5 Continuation of fixed term agreement -s 82

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

### Division 3 Rent

#### 6 When, how and where rent must be paid -ss 98 and 100

- (1) The resident must pay the rent stated in this agreement for item 8.
  - (2) The rent must be paid at the times stated in this agreement for item 10.
  - (3) The rent must be paid -
    - (a) in the way stated in this agreement for item 11; or
    - (b) in the way agreed after the signing of this agreement by -
      - (i) the provider or resident giving the other party a notice proposing the way; and
      - (ii) the other party agreeing to the proposal in writing; or
    - (c) if there is no way stated in this agreement for item 11 or no way agreed after the signing of this agreement - in an approved way under section 98(4).
- Note -*
- If the way rent is to be paid is another way agreed on by the provider and resident under section 98(4)(g), the provider or the provider's agent must comply with the obligations under section 99(2).
- (4) The rent must be paid at the place stated in this agreement for item 12.
  - (5) However, if, after the signing of this agreement, the provider gives a notice to the resident stating a different place for payment and the place is reasonable, the rent must be paid at the place while the notice is in force.

- (6) If no place is stated in this agreement for item 12 and there is no notice stating a place, the rent must be paid at an appropriate place.
- Examples of an appropriate place -
- the provider's address for service
  - the provider's agent's office.

#### 7 Rent in advance -s 101

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

*Note -*

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

#### 8 Rent increases -s 105

- (1) If a provider proposes to increase the rent, the provider must give notice of the proposal to the resident.
- (2) The notice must state -
  - (a) the amount of the increased rent; and
  - (b) the day, not earlier than 4 weeks after the day the notice is given, from which the increased rent is payable.
- (3) Also, if this agreement is for a fixed term, the rent may not be increased before the term ends unless -
  - (a) this agreement states for item 13.1 rent can be increased; and
  - (b) this agreement states for item 13.2 the amount of the increase or how the amount of the increase is to be worked out; and
  - (c) the increase is made in accordance with this agreement.

- (4) The resident is not required to pay the increase unless it is made in accordance with this clause.
- (5) Subclauses (1) to (4) do not apply if the parties amend this agreement to provide for another service to be provided by the provider to the resident and for an increase in the rent in payment of the service.

### **9 Rent decreases for matters including loss of amenity or service – s 106**

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

### **10 Rent decreases because of resident's absence – s 107**

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

## **Division 4 Rental bond**

### **11 Rental bond required – ss 111 and 116**

- (1) If a rental bond is stated in this agreement for item 14, the resident must pay to the provider or the provider's agent the rental bond amount –
- if a special term requires the bond to be paid at a stated time – at the stated time; or
  - if a special term requires the bond to be paid by instalments – by instalments; or
  - otherwise – when the resident signs this agreement.

*Note –*

There is a maximum bond that may be required unless your weekly rent is more than \$500. See section 146.

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

*Example –*

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

*Note –*

For how to apply to the authority or a tribunal for the bond at the end of the rooming accommodation agreement, see sections 125 to 141. Delay in applying may mean that payment is made on another application for payment.

### **12 Increase in bond – s 154**

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

## **Division 5 Outgoings**

### **13 Charge for utility service – s 170**

The resident must pay an amount for utility services supplied to the rental premises during this agreement if –

- the service is stated in this agreement for item 16; and
- the resident's room is individually metered for the utility service by an appliance approved by the supplying entity.

*Note –*

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

## **Division 6 Rights and obligations of provider and resident**

### **14 Provider's obligations – ss 247 and 249**

- (1) The provider has the following obligations –
- to ensure the provider is not in breach of a law dealing with issues about the health or safety of persons using or entering the resident's room or common areas;
  - to take reasonable steps to ensure the resident –
    - always has access to the resident's room and to bathroom and toilet facilities; and
    - has reasonable access to any other common areas;
  - to take reasonable steps to ensure the security of the resident's room and the resident's personal property in the room;
  - to maintain the resident's room and common areas in a way that the room and areas remain fit for the resident to live in;
  - to take reasonable steps to ensure the resident's room and common areas and facilities provided in the room and areas –
    - are kept safe and in good repair; and
    - subject to any agreement with the resident about cleaning the resident's room or common areas or facilities – are kept clean;
  - not to unreasonably restrict the resident's guests in visiting the resident;
  - to ensure that the times during which the provider, or an agent of the provider, is available to be contacted by the resident are reasonable, having regard to all the circumstances including the services being provided to the resident under this agreement.
- (2) For subclause (1)(e)(ii), an agreement about cleaning common areas may be made only for a common area used by the resident and a minority of other residents of the provider.
- Example for subclause (2) –*
- Four residents have individual rooms opening out onto a living area which is available for use only by those residents. The provider and the 4 residents may agree that the cleaning of the living area is to be done by the 4 residents.
- (3) The provider must take reasonable steps to ensure the resident has quiet enjoyment of the resident's room and common areas.
- (4) The provider or the provider's agent must not interfere with the reasonable peace, comfort or privacy of the resident in using the resident's room and common areas.

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### 15 Resident's obligations – s 253

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

#### Examples of a fire hazard –

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

### 16 House rules – ss 266–276

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

### 17 Number of occupants allowed

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

### 18 Pets

- (1) The resident may keep pets on the rental premises only if this agreement states for item 19.1 that pets are approved.
- (2) If this agreement states for item 19.1 that pets are approved and this agreement states for item 19.2 that only –
  - (a) a particular type of pet may be kept, only that type may be kept; or
  - (b) a particular number of pets may be kept, only that number may be kept; or
  - (c) a particular number of a particular type of pet may be kept, only that number of that type may be kept.

### 19 Supply of locks and keys – s 250

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

### 20 Changing locks -s 251

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

### 21 Fixtures or structural changes – ss 254–256

- (1) The resident may attach a fixture, or make a structural change, to the rental premises only if the provider agrees to the fixture's attachment or the structural change.

*Note –*  
Fixtures are generally items permanently attached to land or to a building that are intended to become part of the land or building. An attachment may include, for example, something glued, nailed or screwed to a wall.
- (2) The provider's agreement must be written, describe the nature of the fixture or change and include any terms of this agreement.

*Examples of terms –*

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

### 22 Provider's right to enter resident's room – ss 257-262

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

## Division 7 When agreement ends

### 23 Ending of agreement – s 366

- (1) This agreement ends only if –
  - (a) the resident and the provider agree in writing; or
  - (b) the provider gives a notice to leave the rental premises to the resident by a stated day and the resident leaves the rental premises; or
  - (c) the provider or resident gives a notice to the other party terminating this agreement on a stated day; or
  - (d) a tribunal makes an order terminating this agreement; or



- (e) the resident abandons the resident's room; or  
*Note –*  
 See section 509 for indications that a resident has abandoned their room.
- (f) after receiving a notice from a mortgagee under section 384, the resident vacates, or is removed from, the rental premises.
- (2) Also, if a sole resident dies, this agreement terminates in accordance with section 366(7) or (8).

**24 Condition room must be left in – s 253(i)**

At the end of this agreement, the resident must leave the resident's room and inclusions, as far as possible, in the same condition they were in at the start of this agreement, fair wear and tear excepted.

*Examples of what may be fair wear and tear –*

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

**25 Keys**

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

**26 Goods or money left behind in rental premises – ss 392 and 393**

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

**Division 9 Miscellaneous**

**27 Supply of goods and services – s 176**

- (1) The provider or the provider's agent must not require the resident to buy goods or services from the provider or a person nominated by the provider or agent.
- (2) Subclause (1) does not apply to a requirement about a food service, personal care service or utility service.  
*Note –*  
 See section 176 for what is a utility service and schedule 2 of the Act for what is a food service and a personal care service.

**28 Provider's agent**

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

**29 Notices**

- (1) A notice under this agreement must be written and, if there is an approved form for the notice, in the approved form.
- (2) A notice from the resident to the provider may be given to the provider's agent.
- (3) A notice may be given to a party to this agreement, the provider's agent or a representative –
- (a) by giving it to the party, agent or representative personally; or
  - (b) if an address for service for the party, agent or representative is stated in this agreement for item 1, 2, 3 or 4 – by leaving it at the address, sending it by prepaid post as a letter to the address; or
  - (c) if a facsimile number for the party, agent or representative is stated in this agreement for item 1, 2, 3 or 4 and item 5 indicates that a notice may be given by facsimile – by sending it by facsimile to the facsimile number in accordance with the *Electronic Transactions (Queensland) Act 2001*; or

- (d) if an email address for the party, agent or representative is stated in this agreement for item 1, 2, 3 or 4 and item 5 indicates that a notice may be given by email – by sending it electronically to the email address in accordance with the *Electronic Transactions (Queensland) Act 2001*.
- (4) A party, the provider's agent or a representative may withdraw his or her consent to notices being given to them by facsimile or email only by giving notice to each other party that notices are no longer to be given to the party, agent or representative by facsimile or email.
- (5) If no address for service is stated in this agreement for item 2 for the resident, the resident's address for service is taken to be the address of the rental premises.
- (6) A party, the provider's agent or a representative may change his or her address for service, facsimile number or email address only by giving notice to each other party of a new address for service, facsimile number or email address.
- (7) On the giving of a notice of a new address for service, facsimile number or email address for a party, the provider's agent or a representative, the address for service, facsimile number or email address stated in the notice is taken to be the party's, agent's or representative's address for service, facsimile number or email address stated in this agreement for item 1, 2, 3 or 4.
- (8) Unless the contrary is proved –
- (a) a notice left at an address for service is taken to have been received by the party to whom the address relates when the notice was left at the address; and
  - (b) a notice sent by post is taken to have been received by the person to whom it was addressed when it would have been delivered in the ordinary course of post; and
  - (c) a notice sent by facsimile is taken to have been received at the place where the facsimile was sent when the sender's facsimile machine produces a transmission report indicating all pages of the notice have been successfully sent; and
  - (d) a notice sent by email is taken to have been received by the recipient when the email enters the recipient's email server.
- (9) In this clause –  
 representative means a person acting for the resident under section 525(1)(c).

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**Part 3 Special terms**

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

See attached Part 3 - Special Terms

**Resident signature**

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

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

Name/trading name

Atira Student Living Pty Ltd

Signature

Date

Date

in the presence of (witness)

Print name

Print name box

Witness signature

Witness signature box

Date

Date box

Signature of resident 1

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

**Print name**

John Citizen

Signature

**Date** 1/1/17

Date box

**in the presence of (witness)**

**Print name**

Jane Citizen

**Witness signature**

**Date** 1/1/17

Date box

Signature of resident 2

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

Print name

Print name box

Signature

Signature box

Date

Date box

in the presence of (witness)

Print name

Print name box

Witness signature

Witness signature box

Date

Date box

**Bond lodgement (Form 2)**

Residential Tenancies and Rooming Accommodation Act 2008



(Sections 116 –119).

Only tenants/residents who pay bond, and the property manager/owner, should fill out this form

1 Address of the rental premises (rooming accommodation: include room number)

 New bond Existing rental bond number**101-A , 118 Merivale Street , South Brisbane , Brisbane , AUSTRALIA**Postcode: **QLD 4101**2 Date agreement starts **03/01/2017** Date agreement ends **30/06/2017**3 Number of bedrooms **1**

4 Type of dwelling

Residential tenancy	<input type="checkbox"/> Flat/Unit <input type="checkbox"/> House <input type="checkbox"/> Townhouse <input type="checkbox"/> Student accommodation
OR	<input type="checkbox"/> Moveable dwelling/site <input type="checkbox"/> Moveable dwelling/site with electricity supplied and individually metered
Rooming accommodation	<input type="checkbox"/> Boarding house <input type="checkbox"/> Supported accommodation <input checked="" type="checkbox"/> Student accommodation

5 Type of management

Residential tenancy	<input type="checkbox"/> Owner <input type="checkbox"/> Property Manager <input type="checkbox"/> Moveable dwelling owner/manager
OR	<input type="checkbox"/> Social housing organisation <input type="checkbox"/> Other _____
Rooming accommodation	<input type="checkbox"/> Owner <input checked="" type="checkbox"/> Manager/provider <input type="checkbox"/> Real estate agent <input type="checkbox"/> Other _____

6 Property Manager/Owner

Full name/trading name – Aтира Student Living Pty Ltd												
ABN/ACN	6	1	1	4	5	5	6	1	0	8	4	Agent's RTA ID (if known)
118 Merivale Street, South Brisbane, Brisbane						QLD 4101						
Phone +61 (0) 7 306 290 90			Mobile			Signature						
Email southbrisbane@atira.com			Tick if you agree to receive RTA notices by email <input type="checkbox"/>			Date						

7 Payment method  Cheque/Money Order  BPAY (Payment reference will be emailed)

8 Weekly rent and bond payment

Total bond	Weekly rent	Bond Paid with this Form	Date tenant/resident paid bond
<b>\$872.00</b>	<b>\$218.00</b>	<b>\$872.00</b>	/ /

Tenant receives a rent subsidy (property owner is tenant's employer) Yes 

9 Tenants/residents who have paid bond money (include individual amounts)

1. First name/s <b>John</b>	Last name <b>Citizen</b>	<b>\$872.00</b>	
Date of birth <b>19/01/1993</b>	Phone	Mobile <b>+5025516622</b>	Signature
Email <b>john@citizen.com</b> <input checked="" type="checkbox"/> Tick if you agree to receive RTA notices by email.	Date <b>1/1/17</b>		
2. First name/s	Last name		
Date of birth	Phone	Mobile	Signature
Email <input type="checkbox"/> Tick if you agree to receive RTA notices by email.	Date		

If more than 2 tenants/residents complete a second form. The RTA is not liable for any losses that occur if you provide incorrect information. The RTA is collecting your personal information for the purpose of carrying out the RTA's functions under the Residential Tenancies and Rooming Accommodation Act 2008 and may provide your information to QCAT and other bodies. For more information, see RTA website.



**Bond lodgement (Form 2)**

Residential Tenancies and Rooming Accommodation Act 2008

(Sections 116 –119)

This form is used when lodging either a full or part-payment of rental bond money (for Queensland tenancies) with the Residential Tenancies Authority (RTA). This form should be used when:

1. lodging a full bond, or
2. paying off the bond, or
3. increasing the bond as a result of a weekly rent increase

Only tenants/residents who have contributed to the bond and the lessor, agent or manager/provider should fill out this form. Please provide your full name as shown on your identification. All relevant fields need to be completed or processing delays may result.

The lessor, agent or manager/provider must lodge all rental bonds with the RTA within 10 days of receipt even if all signatures are unobtainable. Failure to do so is an offence and may result in a financial penalty.

The RTA will issue an Acknowledgement of rental bond to all parties to confirm lodgement of the bond with the RTA.

**Residential tenancy**

If the rent is \$700 or less per week, the maximum bond that can be charged is 4 weeks rent. If the weekly rent is more than \$700, there is no limit to the amount of bond which may be charged.

If the tenant rents the premises from their employer, there are special rules regarding the charging of bonds.

**Moveable dwellings (e.g. a caravan)**

The maximum bond that can be charged is 2 weeks rent. Where electricity is supplied in the lessor's name, and individually metered, 3 weeks rent may be charged.

**Rooming accommodation**

If the rent is \$500 or less per week, the maximum bond that can be charged is 4 weeks rent. If the weekly rent is more than \$500, there is no limit to the amount of bond which may be charged.

Agents or manager/providers can hold instalments of rental bonds until all instalment payments are made before lodging the bond with the RTA. The total bond must be lodged with the RTA within 10 days of the last instalment. However, if the full amount of the rental bond has not been received within 3 months of the first payment and the accommodation agreement is still current, the agent or manager/provider must lodge any bond money received with the RTA and lodge any subsequent instalment payments with the RTA within 10 days. Also, if the accommodation agreement ends before all instalment payments have been received, the agent or manager/provider must still lodge the bond with the RTA within 10 days of the agreement ending.

**Lodging your form**

- **online** – scan your completed form, upload via the RTA website ([rta.qld.gov.au](http://rta.qld.gov.au)) and pay using BPAY.
- **post** to: RTA, GPO Box 390, Brisbane Q 4001. Lodge the signed original form with a cheque or money order
- **in person** to: Level 23, 179 Turbot St, Brisbane Q 4000. Mon-Fri 8:30am – 5pm. Lodge the signed original form and pay via eftpos, cheque or money order (no credit card or cash transactions available)

*Cheques and money orders should be made payable to Residential Tenancies Authority.*



## PART 3 – SPECIAL TERMS

### 1 [INSPECTION & RENTAL PREMISES ACCESS](#)

The provider will undertake a quarterly (every 12 weeks) inspection of the Resident's room. The provider will give the Resident notice of the inspection time in accordance with the Residential Tenancies and Rooming Accommodation Act 2008. The provider may take photos of the Resident's room at these inspections for its records in respect of the condition of the rental premises.

All common areas of the rental premises may be accessed by the provider at any time without having the requirement to issue any notice in advance and are generally inspected on a fortnightly basis.

### 2 [REPAIRS & MAINTENANCE](#)

The Resident is required to advise the provider's agent in writing of all repairs and maintenance items in the rental premises as soon as becoming aware of them. This can be done either via the maintenance request form provided in the Resident portal on the website at [www.atira.com](http://www.atira.com) or emailing [southbrisbane@atira.com](mailto:southbrisbane@atira.com).

Due to safety issues, a Resident is not permitted to change light globes in the rental premises (including the Resident's room). The Resident can organise this through your Atira Maintenance Department ([southbrisbane@atira.com](mailto:southbrisbane@atira.com)) Should a light in a rental premises be found to be faulty, this will be repaired/replaced at the provider's expense.

Verbal maintenance requests **will not be accepted**. To ensure the maintenance request is promptly dealt with, Residents are to provide as much information as possible. The provider and provider's agent will not be held liable or be required to provide compensation to a Resident in cases where the maintenance required is a direct result of the Resident intentionally or accidentally causing damage to the rental premises, including its furnishings or appliances.

If repairs and maintenance are required to the rental premises in an emergency situation, the Resident should contact the out of hours contact numbers outlined in the property handbook.

### 3 [PERSONAL INSURANCE](#)

It is the Resident's own responsibility to take out contents insurance for personal belongings in the rental premises.

### 4 [ROOM AND COMMON AREA CLEAN](#)

If applicable to the Resident's room, the Resident's room clean will occur between 8:30am to 5:30pm Monday to Friday (not public holidays) as per the room clean schedule for your property.

The Resident's room clean includes:

- (a) provided personal belongings are removed off the floors of the Resident's room, vacuuming or mopping of floors;
- (b) provided personal belongings are removed off hard surfaces, dusting of hard surfaces;
- (c) if applicable, wiping down of ensuite;
- (d) if applicable, replacement of the linen pack with a clean set of linen (bed sheets x 2 pillow cases); and
- (e) if applicable, laundry services for linen pack.

In order for the Resident's room clean to occur the Resident is required to do the following:

- (a) if a linen pack is to be supplied, remove the bed sheets and pillow cases from the bed and pillows, wrap the pillow cases in one of the bed sheets and place on the bed in a neatly wrapped pile; and
- (b) ensure that the floors and hard surfaces are free of any personal items.

Note, the Resident's room will not be cleaned if it is not organised and tidy.

The replacement linen pack will be placed on the bed.

If an already supplied linen pack is lost or damaged a replacement linen pack will be provided at the following cost to the Resident:

- Bed sheets - \$20; and
- 2 x pillow cases - \$10.

A **brand new** mattress protector will be supplied by the provider in the Resident's room prior to the start of this agreement. The Resident must ensure that the mattress protector is correctly fitted to the bed in the Resident's room at **all times**.

If the mattress is damaged as a result of the mattress protector not being on the bed, the provider may charge the Resident to replace the whole mattress. At the end of your tenancy. A mattress protector fee will be payable of \$20.00.

Common areas in rental premises in which consist of apartments in which 2 or more people (including the Resident) reside will be cleaned as per the property cleaning schedule in the common areas of those rental premises. All people (including the Resident residing in those apartments are required to move their personal items where possible so that the cleaners have access to efficiently clean the apartment.

## ABSENCE

If the Resident will be absent from the Resident's room during the term of this agreement, the Resident is to ensure that their rent continues to be paid on time for the period of their absence. Rent remains at the amount detailed in this agreement during any period of absence. Nobody is permitted to stay in the Resident's room whilst the Resident is absent without prior written approval given by the provider.

## PAYMENT INSTRUCTION

If the Resident pays rent through internet banking via electronic funds transfer, the Resident must:

- Ensure the payment reference stated in item 11 of this agreement is used in the name in the description field when paying the rent; and
- If the Resident is paying the rent from an overseas account, state also Swift Code SBGLAU2S.
- Residents can also pay via paytostudy in your own currency. Visit [www.atira.paytostudy.com](http://www.atira.paytostudy.com)

Failure to do this correctly may result in the rent not being allocated correctly to the Residents account and the Resident being perceived to be in arrears.

Atira Student Living Pty Ltd has a **zero tolerance** on rent **arrears**.

On the 3rd day a Resident's rent is late the Resident will be issued with a Form R11 Notice to remedy breach for rent arrears.

This allows 4 (four) days to pay all outstanding rent. The morning after this 4 (four) day period ends (breach period), if the Resident has not paid all outstanding rent, they will be issued with a Form R12 Notice to leave giving 4 (four) days to vacate the rental premises.

If the Residents personal items and belongings in accordance with the legislation requirements. The provider and the provider's agent will not be held responsible for personal belongings. The provider may

also lodge Tribunal Documents for compensation from the Resident with the Queensland Civil and Administrative Tribunal (QCAT). If there are outstanding costs including unpaid rent the Resident may also be listed on TICA, an International Tenancy Default Database (blacklisted).

## END OF TENANCY

Even though this agreement has an end date (see item 7):

(a) the provider will contact the Resident no less than 12 weeks prior to the end date of this agreement to ascertain if the Resident wishes to renew the agreement;

(b) the Resident is required to advise the provider in writing no later than 8 weeks before the end date of this agreement if they wish to renew the agreement or end this agreement on the end date of this agreement;

(c) if the Resident:

(i) gives a notice to the provider ending this agreement on the end date of this agreement; or

(ii) does not give the notice referred to in paragraph (b) above,

Atira Student Living Pty Ltd may advertise the room for rent during the period 8 weeks prior to end date of this agreement (**Advertising Period**); and

(d) the Resident agrees the provider may, on giving the Resident not less than 24 hours' notice, show the room to potential Residents during the Advertising Period.

If the Resident gives a notice to the provider ending this agreement on the date of this agreement or does not give the notice referred to in paragraph (b) above, the Resident must:

(a) no later than 14 days prior to the end date of this agreement

(i) arrange a mutually convenient time with the provider's agent to conduct an exit inspection of the rental premises, including Resident's room (**Exit Inspection**);

(ii) report any breakages and required repairs; and

(iii) arrange and pay, in advance, for the Resident's room to be professionally cleaned and the mattress and carpet steam cleaned (**Exit Cleaning Tasks**) by the building maintenance department;

(b) before the Exit Inspection, complete all other tasks in the Exit Inspection Checklist; and

(c) leave the Resident's room and inclusions, as far as possible, in the same condition they were in at the start of this agreement and as specified in the Condition report (fair wear and tear excepted).

The cost of the Exit Cleaning Tasks is:

- Shared Apartment and Bedroom clean, mattress and carpet steam clean - \$100
- Studio clean, mattress and carpet steam clean - \$130
- Mattress Protector fee \$20

Payments for the Exit Cleaning Tasks is required to be made prior to the Exit Inspection. Payment options include eftpos or via electronic funds transfer into the following account;

Account name: Atira Student Living Pty Ltd REFERENCE: \*«Tenant\_Reference»

BSB: 114-879

Account Number: 487951093

Bank: St George Bank

The Resident, if possible, should make themselves available to attend at the Exit Inspection. All matters detailed on the Exit Inspection Checklist will be checked by the provider's agent and if completed satisfactorily the Form R4 Refund of rental bond will be completed accordingly.

If the Resident is unavailable to inspect the rental premises with the provider's agent, the provider's agent will carry out the Exit Inspection within 72 hours after the Resident returns the keys to it.

## RENTAL BOND /REFUNDS

In order to process the Form R4 Refund of rental bond, the Resident must have:

- (a) paid rent in full until the end day of this agreement;
- (b) returned keys for the rental premises to the provider's agent's office; and
- (c) paid the cost of the Exit Cleaning Tasks.

## LOOKING AFTER THE RESIDENT'S ROOM

The Resident is responsible for maintain the Resident's room in a good, clean, tidy and hygienic condition at ALL times. Where the Resident's room includes an in room air-conditioner, ensuite (bathroom) or exhaust fan, or kitchen Rangehood, the filters are to be cleaned by the Resident every 3 months from the start of the agreement.

If the Resident's room is inspected and the Resident is not complying with responsibilities in this regard, a Form R11 Notice to remedy breach may be issued. Un-remedied breaches can lead to the Resident being asked to vacate the premises.

## SERIOUS BREACH

A provider may give a Resident the Form R12 Notice to leave requiring the Resident to leave the rental premises immediately if they believe the Resident has committed a serious breach of this agreement.

This could occur if the Resident has used the Resident's room or common area of the rental premises for an illegal purpose, or the Resident, or their guest, has destroyed or damaged a part of the rental premises, endangered another person within the rental premises, significantly interfered with the reasonable peace, comfort or privacy of another Resident.

If this agreement is terminated due to a serious breach by the Resident, the Resident is liable to pay the provider the provider's reasonable costs incurred in the provider re letting the Resident's room.

## RESIDENT'S OBLIGATION

The Resident and their guests in the rental premises are to show respect for order, morality, personal honour and rights as members of the rental premises community. The Resident is responsible for their guests and will be held accountable, including financially (where applicable), for any act, omission or misconduct by their guests (including non-compliance with directions given by the provider's agent).



## INTERNET USAGE

The Resident acknowledges and agrees that any information and communications technology such as telephone, computing and television infrastructure (including data network ports and associated cabling) (“**ICT Infrastructure**”) installed throughout the rental premises forms an essential part of the rental premises. The Resident must not tamper with or remove any of the ICT Infrastructure. The cost of repairing any damage to the ICT Infrastructure caused by the Resident will be charged to the Resident, together with an administration fee.

The provider, through a third party internet service provider (the “ISP”), provides an internet service at the rental premises that the Resident may use. If the Resident use the internet service provided at the rental premises they must comply with the ISP’s acceptable use policy (as updated by the ISP from time to time), as well as any other applicable terms and conditions specified by the ISP in relation to the internet service. Where the ISP is the affiliated University or tertiary education institution, refer to the University’s applicable policies and procedures.

The ISP will provide internet based on Room Accounts at the rental premises, only the monthly amount of data usage specified is included in the rent, and the Resident will be required to purchase and pay for any data usage over and above the monthly amount of data usage. The Resident has the ability to purchase data subscriptions and additional data directly through the ISP. See the rental premises website for further details.

The Resident must adhere to the following protocols when using the ICT Infrastructure network:

- (a) only connect to the data port with the recommended cables and connections;
- (b) do not dismantle the data port;
- (c) the network is to be used in a manner which does not interfere with or disrupt other network users;
- (d) continually downloading large data files may slow down the network and affect others and as such should only occur in limited circumstances; and
- (e) the Resident must not use the ICT Infrastructure network for any unauthorised, criminal or illegal activity, including (but not limited to):
  - (i) violation of copyright or other intellectual property rights;
  - (ii) transmission of threatening, obscene or offensive materials;
  - (iii) electronic ‘stalking’ or other forms of harassment or cyber bullying;
  - (iv) misrepresentation or defamation of others;
    - (v) sending of unsolicited commercial messages (‘spamming’);
    - (vi) to commit fraud;
    - (vii) port surfing or ‘sniffing’ wireless traffic;
    - (viii) computer hacking or gaining unauthorised access to any information, systems, devices or resources;
    - (ix) propagating computer worms, viruses or other types of malicious software;
    - (x) any purpose which violates the policies or any local, state, federal or international laws; or
    - (xi) attempt to do any of the above paragraphs (i) to (x).

The Resident acknowledges and agrees:

- the ICT Infrastructure network may be monitored by the provider, ISP or the affiliated University's network security services and/or the network host (as applicable) at any time without notice to Residents;
- (b) the provider exercises no direct control over the content of the information passing through the ICT Infrastructure network and the provider accepts no responsibility or liability for information not sent by the provider; and
- (c) If instructed to do so by the ISP or the affiliated University (as it relates to the University network), the provider reserves the right to suspend or terminate a Resident's access to the data network (or that the ISP may suspend or terminate a Resident's access) where there are reasonable grounds to suspect misuse, inappropriate or unauthorised use (which may be based on information from the ISP) and also report the incident to the University, the police and any other authority it thinks appropriate .

### SMOKE/FIRE ALARMS

It is important to note **at no time ever** can the Resident remove or relocate or do anything to interfere with the alarms warning sound. **At no time** can the Resident remove the batteries unless replacing them.

### NO DEALINGS

The Resident must not assign, sublet or sublicense any interest or right granted to the Resident under this agreement to a third party.

### COMMUNICATION

The Resident must advise the provider's agent immediately if their contact details (mobile phone or email address) change and provide the provider's agent with updated details.

### WASTE MANAGEMENT

The Resident is to conform with rental premises waste management policies. Food and other waste may not be left outside of rental premises or Resident's rooms and must be placed in refuse containers placed within the Residential premises.

### BREAKING THE LEASE

This agreement is a legally binding document which commits the Resident into this agreement until the end date of this agreement. Should the Resident request to bring forward the end date, the break procedure is as follows:

- (a) complete and submit Form R13 Notice of intention to leave to the provider;
- (b) the Resident will be responsible for the payment of rent until the end date of this agreement OR until a suitable replacement is found by either the Resident or the provider's agent and approved by the providers agent;
- (c) the Resident should ensure the Resident's room is in presentable condition for viewings and, if required by the provider's agent, be present and allow access for viewings

- (d) the Resident must pay an administration fee to the provider; which is equivalent to 1 week rent plus GST, to cover the administrative costs associated with re-letting the Resident's room and is payable 5 days after the date of the Form R13 Notice of intention to leave is given to the provider;
- (e) the Resident must pay a \$100 advertising fee to the provider for re-letting the Resident's room, which is payable within 5 days after the date of the Form R13 Notice of intention to leave;
- (f) the Resident must pay for the replacement of the mattress protector, the approximate cost of which is \$20;
- (g) an Exit Inspection will be conducted as determined by the provider's agent and notified to the Resident in writing;
- (h) the Form R4 Refund of rental bond will be completed and the bond refunded once:
  - (i) a suitable replacement Resident has signed a Form R18 Rooming accommodation agreement;
  - (ii) all costs and expenses relating to the early termination have been paid by the Resident and received by the provider; and
  - (iii) the Resident has complied with its leaving obligations in special term 7.

## UNDERSTANDING OF RESIDENT'S OBLIGATIONS

The Resident acknowledges and agrees:

- (a) this agreement the Resident has signed is a legally binding agreement;
- (b) it has read this agreement including the special terms;
- (c) it has a right to occupy the Resident's room in accordance with the terms of this agreement and a right to use the common areas for the purpose for which they were intended, in common with the provider and other Residents, in accordance with the terms of this agreement;
- (c) the Resident has an obligation to comply with all of the Resident's obligations under this agreement;
- (d) it will be in default of this agreement if, among other things it is in arrears of rent, does not comply with its obligations in special term 7, causes any damage to the rental premises, ends this agreement before the end date of this agreement or fails to any amount detailed in this agreement, the special terms; and
- (e) if the Resident is in default of this agreement, the provider may take the following action:
  - (i) police will be contacted and a full report made;
  - (ii) lodge document for compensation from the Resident with any Tribunal or Court;
  - (iii) give all accommodation suppliers in the surrounding areas the Resident's contact information and advised of the default;
  - (iv) contact Centrelink;
  - (v) notify the National Debt Collection Agency and provide all information the Resident has given it to that Agency;

- (vi) list the Resident on a National Tenancy Default database (used by all accommodation supplier including Boarding House, Real Estate Agents and Caravan Parks) using information provided by the Resident;
- (vii) contact the Resident's listed emergency contact person to advise of the default and asked to assist with payment of any outstanding monies;
- (viii) claim the rental bond; and
- (vix) contact the Department of Immigration and advise it of the Resident's tenancy default.

## INTENTION OF PARTIES TO CREATE A LEASE

The provider and Resident agree that:

- (a) this agreement is a Rooming Accommodation Agreement and not a Residential tenancy agreement for the purposes of the Act;
- (b) the terms of this agreement are to take effect as a lease:
- (c) the provider grants to the Resident, and the Resident takes, the provider's interest in the room on the terms and conditions set out in this agreement
- (d) the parties intend that the Resident has exclusive possession of the room subject to the terms and conditions set out in this agreement;
- (e) the Resident has standing to pursue any legal or equitable cause of action it has arising in respect of the room and its property in that room and the Resident:
  - (i) appoints the provider as his or her agent for the purposes of pursuing any claim (except to the extent that the claim is against the provider); and
  - (ii) agrees that under this agency the provider will have the right to appoint and instruct a legal advisor to act in respect of the claim

## USE OF PROPERTY GYM

The provider and the owner of the building and their respective owners, officers, employees, agents and representatives (hereafter referred to as the "Parties") are not responsible for any death, injury, loss, or damage of any kind suffered by any person while using the gym or any gym equipment, caused in any manner whatsoever including, but not limited to, the negligence of the Parties.

The Resident agrees that he or she is aware that the use of the gym and the gym equipment have inherent dangers and risks including but not limited to the potential for serious personal injury or death caused by such use or any condition of the gym or gym equipment.

In consideration of being allowed to use the gym and gym equipment, and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the Resident agrees as follows:



1. to waive any and all claims that the Resident has or may have in the future against the Parties in connection with the use of the gym or the gym equipment by the Resident;
2. to release the Parties from any and all liability for any loss, damage, expense or injury including death that the Resident may suffer or that the Resident's next of kin may suffer as a result of the Resident's use of the gym or gym equipment, due



to any cause whatsoever, including negligence, breach of contract, or breach of any statutory or other duty of care, on the part of the Parties, and including the failure on the part of the Parties to safeguard or protect me from the risks, dangers and hazards of use of the gym or gym equipment by the Resident;

3. to hold harmless and indemnify the Parties from any and all liability for any property damage or personal injury to any third party resulting from use of the gym or gym equipment by the Resident;
4. to hold harmless and indemnify the Parties from any and all liability for any costs they may incur for medical costs, emergency transportation, and litigation resulting from use of the gym or gym equipment by the Resident;

**We encourage Residents to work with our team in order for us to best assist a smooth transition from this agreement.**

<b>Signed by the RESIDENT in the presence of:</b>	
	
<b>Witness Signature</b>	<b>Resident's Signature</b>
Jane Citizen	John Citizen
<b>Witness' Name (please print)</b>	<b>Resident's Name (please print)</b>



# atira HOUSE RULES – Atira Student Living Pty Ltd

## Property: School Street Studios

**A. Breach Notice  
= 5 days to Remedy**



**B. Un Remedied Breach  
= 2 days to Vacate**



**C. Serious Breach  
= Immediately Vacate**

- A. A breach of any of the Special Terms or House Rules will result in the Resident being issued with a Form R11 Rental Breach allowing you 5 days to remedy this breach
- B. If you do not remedy this Form R11 Rental Breach you will be issued with a Form R12 Notice To Leave allowing you 2 days to vacate the premises
- C. A Serious Breach of any of the Special Terms or House Rules with result in the Resident being asked to Leave IMMEDIATELY via Form R12 Notice to Leave

### 1. RESIDENT BEHAVIOUR -

**Residents must not interfere with the reasonable peace, comfort and privacy of other residents.**

- 1.1 Storage and drinking of alcohol outside of the Resident living space is not permitted.
- 1.2 Smoking is not permitted within 5 metres of the Rental Premises (building). If the Provider/Providers Agent believes the Resident has smoked in their room you will be requested to steam clean curtains, furniture etc.
- 1.3 There are to be no parties held on the Rental Premises at any time
- 1.4 At all times Residents must maintain a reasonable standard of dress in consideration of other Residents.
- 1.5 Theft and illegal substances will not be tolerated and offenders will be reported to the police.
- 1.6 Drunk/Disorderly behaviour is unacceptable. Violence or aggression towards other residents will not be tolerated. **THIS IS CONSIDERED A SERIOUS BREACH.** Disputes must be reported to Providers Agent, who will attempt resolutions between all Residents involved before passing it on to the relevant authorities.
- 1.7 Any suggestion of racial, religious or sexual denigration or harassment **ARE CONSIDERED A SERIOUS BREACH.** All Residents residing in the Rental Premises are to be treated with respect and consideration at all times.
- 1.8 Residents are not permitted to place notes for public display. Any issues which need to be resolved are to be dealt with in a civil adult manner by speaking with housemates. As a last resort the Providers Agent is to be contacted to resolve any issues which are a result of house rules breaches.
- 1.9 Personal items such as suitcases, shoes, boxes, etc. are not to be left in the common areas. The Provider/Providers agent take no responsibility for loss of items. Cleaners are instructed to remove and throw away these items.
- 1.10 Residents must keep their Audio Devices at an acceptable noise level as not to disturb other Residents/create noise pollution.

### 2. MAINTENANCE OF ROOMS

**Residents must maintain their rooms –**

- 2.1 In a way that does not interfere with the reasonable comfort of other Residents,
- 2.2 In a condition that does not give rise to a fire or health hazard.
- 2.3 Residents are not permitted to cook in their bedrooms (self-contained studios excluded) & must not leave uncleaned crockery, cutlery or rubbish in their rooms. All used crockery/cutlery must be cleaned & put away immediately & any rubbish must be removed & placed in the bins provided.
- 2.4 Damage or destruction of any part of the room or a facility in the room, breaking windows & any other act which may damage deface, or break any part of the Rental Premises or its contents, furnishings and appliances, which occurs as a result of a resident's wilful, negligent or reckless conduct **ARE CONSIDERED A SERIOUS BREACH.**
- 2.5 Residents are not permitted to affix any items to the walls which includes, blu tak, sticky tape, picture hooks or similar. This includes marking, painting, driving nails/screws into walls. If paintwork is damaged Residents will be charged to repair it.
- 2.6 Residents will be required to have their bed mattress professionally steam cleaned upon vacating and provide a receipt. **If no receipt if provided, it will result in the Providers Agent having to coordinate this at a fee of \$50 charged to the Resident (included into departure clean fee)**
- 2.7 Residents with carpet in their room will be required to have the carpet professionally steam cleaned upon vacating and provide a receipt. **If no receipt if provided it will result in the Providers Agent having to coordinate this at a fee of \$50 charged to the Resident (included into departure clean fee)**
- 2.8 Residents are provided with a mattress protector, at the end of the tenancy it will be replaced at a fee of \$20.00 charged to the Resident
- 2.9 Residents with a split system air conditioner or range hood in their rental premises will be required to have them professionally cleaned upon vacating and provide a receipt. Any damage caused to the air conditioner or range hood will be the resident's responsibility. The professional clean can be organised by contacting Building Staff or the Maintenance Department. **If this is not actioned it will result in the Providers Agent having to coordinate this at a fee of \$55 charged to the Resident**

### 3. COMMON AREAS

**All Residents must leave all common areas neat, clean and tidy after using them.**

- 3.1 All kitchen appliances and benches are to be cleaned after use. Cooking utensils, cutlery and crockery must be washed, dried and placed inside cupboards.
- 3.2 Common areas in the Rental Premises include areas inside and outside the property that are accessible by multiple residents.

- 3.3 Failure to maintain clean & tidy common areas may result in professional cleaners being engaged at a cost divided by all Residents.
- 3.4 Residents of the premises are responsible jointly and severally for any damage which occurs in the common areas of the Rental Premises. All Residents are responsible for the costs associated with any repairs to damage in the common areas of the Rental Premises or until the Resident responsible for the damage is identified.

#### 4. LAUNDRY FACILITIES

**A laundry has been provided for use by residents. All residents are entitled to use the laundry.**

- 4.1 Residents are required to provide their own laundry detergent/powder & any other laundry product they wish to use.
- 4.2 Residents must not leave items in the washing machine after the cycle is finished.
- 4.3 Residents are to keep the laundry area clean and tidy at all times and not to store their personal items in the laundry area.
- 4.4 Residents are to use the dryers provided and are not permitted to hang clothes on balcony areas.

**5. APPROVED HEATING APPLIANCES** - Due to fire safety and energy efficiency residents are not permitted to use fan or bar/element heaters. The approved heating device is an oil filled column heater. Residents are to obtain approval in advance in writing from the Providers Agent before purchasing or using a heating appliance in the premises.

#### 6. GUESTS

Guests are to vacate the premises by 10:00PM. Please note that Guests are not covered under the owners Public Liability insurance whilst attending the premises.

- 1.1 Visitation by guests should be kept to a minimum and preferably be conducted in the outdoor areas provided.
- 1.2 Guests must leave the property by 10pm and are not permitted to stay in your Apartment/Room past this time. Any guests reported or found sleeping at the Rental Premises without the permission of the Provider/Providers agent will result in the corresponding Resident incurring a penalty equivalent to one week's rent per week payable on demand and deducted from the bond if unpaid. **THIS MAY BE CONSIDERED A SERIOUS BREACH**
- 1.3 Residents must ensure their guests abide by the house rules of the premises and that they do not interfere with the reasonable peace, comfort or privacy of other residents.
- 1.4 Guests are prohibited from entering the rooms of residents other than their host.
- 1.5 Residents are responsible for the conduct of their guests including payment for any damage or breakage that may occur.
- 1.6 Guests must park their cars off the premises and not interfere with the resident's use of the premises.

#### 8. FIRE SAFETY

All rooms are inspected on monthly basis

- 8.1 On arrival, all Residents will be provided with a fire safety briefing. The fire safety equipment is connected to an alarm. If an alarm is activated, the Fire Brigade will respond to this alarm and send a vehicle to the Rental Premises at a fee of over \$1,200. If this occurs as a result of a resident's wilful, negligent or reckless conduct the corresponding resident will be charged for this callout fee of over \$1,300 **THIS IS CONSIDERED A SERIOUS BREACH**
- 8.2 SMOKING, CANDLES, OIL BURNERS, INCENSE BURNERS & NAKED FLAMES and other similar items are PROHIBITED AT ALL TIMES. **THIS IS CONSIDERED A SERIOUS BREACH**
- 8.3 Residents are not to tamper with the Fire Safety Equipment at any time. Should the smoke alarms sound without reason, residents are to contact the Providers Agent immediately.

#### 9. DOOR LOCKS AND KEYS

- 9.1 Residents are provided with one copy of a key to their room door.
- 9.2 Residents must not tamper with/ change any lock in the premises without written permission of the Provider/Providers Agent
- 9.3 Residents must not make copies of keys without permission being first obtained from the Provider/Providers Agent.
- 9.4 All exterior doors at the Rental Premises must be kept locked and closed at all times
- 9.5 Residents who lose their keys will be charged:
  - 9.5.1 A \$65 per key replacement charge for standard keys, to be paid in full before replacement keys will be ordered.
  - 9.5.2 If you lock yourself out during or outside office hours, please can contact a member of staff who will be able to assist .

**10. WATER USAGE** - Residents must ensure that all taps and showers are turned off completely and not left dripping. Toilets have a dual flush function – a half flush instead of a full flush will save 9 litres of water each time it is used. If there are any dripping or leaking taps please report them to the Providers Agent as a matter of urgency.

**11. ELECTRICITY USAGE** - To avoid excessive and unnecessary electricity costs, all residents are to ensure that all lights and electrical appliances not being used (e.g. fan, air conditioner to be set at 24 degrees and not to be left on when not at the property - radio, television, computer, etc.) and are switched off when not in use or before leaving the premises. Residents will be breached for abusing what the owner provides.

**Residents must seek permission for any additional appliances to be kept in the room (i.e fridges) additional charges may apply if approved**

**12. PERSONAL APPLIANCES & FURNITRE** - Residents are at NO times permitted to bring their own personal appliances or furniture to the Rental Premises without written permission from Atira Student Living Pty Ltd. Residents are to request in writing permission to use electrical appliances that are not provided at the premises. Residents are permitted to have in their room a quantity of 1 per person of the following appliances: desktop or laptop computer and charger, pedestal or desktop fan, iPad/mobile phone charger, printer/scanner, and clock radio. The responsible resident may receive backdated and continual monthly invoices for appliance

usage/storage as well as a \$100 removal fee for any furniture or appliances found on the rental premises without written permission from Atira Student Living Pty Ltd. The owner reserves their right to seek compensation for unauthorised furniture or electrical appliances at the property without written permission from Atira Student Living Pty Ltd.

**13. WHEELIE BIN (GARBAGE COLLECTION)** - All residents of the premises are responsible for placing their rubbish in the waste bins provided. All Residents must place recyclable rubbish only in the recycle bins provided.

**14. Absence from Room** - If a Resident is expected to be absent the Room or away from the Property for more than 48 hours, Property management must be informed via email, with an emergency contact number. If you are detained away from the Property for any reason, please contact the Property administration office and leave a message if it is unattended. For the avoidance of doubt, absence from your Room and/or the Property does not negate your responsibilities under your Residential Agreement. Should another resident or a Resident Assistant report to Property management that you have not been seen for 48 hours and you have not advised us of your intended absence, Property management considers this to constitute an emergency and reserves the right and has the authority to enter your Room/Apartment to check that you are okay. If you are reported as being absent from the Property for more than 72 hours, and we have no records of your whereabouts, Property management may report you as a missing person to the police and/or contact your next of kin. If you are under 18 years of age, we will also contact the person nominated as Guarantor in your Residential Agreement.

**15. Alcohol & Personal issues** - Alcohol is not permitted within the communal spaces at the property. If Property management is concerned about the personal wellbeing and/or safety of a resident, then they are entitled to treat the situation as an emergency and enter a resident's Room/ Apartment without notice and/or notify the University counselling services about the concerns. If a resident is worried about a fellow resident in their Apartment or if the behaviour of another resident in the Property affects the living habits of other residents, the resident should immediately notify Property management and endeavour to seek help for that resident of concern.

**16. Bicycles** - Bicycles must, otherwise, be secured only to the bicycle racks and/or cages located throughout the Property. Bicycles must not be left unattended or secured to other objects such as benches, light posts, trees, handrails or disabled access ramps or placed in hallways or obstruct or impede a means of access. The Property is not responsible for the security of, the theft of, or any loss or damage sustained to any bicycle which is secured via the bicycle racks or left anywhere else in the Property.

**17. Parking** - The Property may have limited parking spaces available and may not be able to provide parking facilities to all residents of the Property. Any vehicles (including motorbikes and electric scooters) permitted to park within the Property must only be parked in the designated parking space(s) and in accordance with this Rule 17. Under no circumstances are vehicles to be parked on Property lawns, greens or courtyards. Motorbikes and electric scooters are not permitted inside Rooms or Apartments (including on any balcony, deck, patio or porch)

.If the Property has parking facilities:

(a) a resident must, where required, have a valid Property parking sticker to park a vehicle in the designated parking space(s) within the Property, subject to availability; and

(b) Property parking stickers must be attached to the vehicle and must be clearly displayed at all times.

Where visitor parking spaces are available at the Property, the visitor parking spaces are clearly displayed as such. The limited visitor parking spaces must be left clear for visitors. Authority must be sought from the Property administration office to park in a visitor parking space. Visitors must not park in non-visitor parking space without the appropriate prior approval from Property management. Where resident parking is available at a Property, limited disabled parking spaces are also available and these spaces are strictly for residents with disabilities, who clearly display the appropriate disabled parking permit in their vehicle.

If any vehicle within the Property:

(a) is parked without authority;

(b) is parked without displaying a current and valid parking permit (where applicable) for the designated parking space;

(c) is not parked within a designated parking space; or

(d) is otherwise in contravention of this Rule 17 in any way,

the Owner (in its absolute discretion) reserves the right (without limitation) to:

(e) issue the vehicle owner with a warning notice;

(f) arrange for the offending vehicle to be towed (at the vehicle owner's expense);

(g) charge the vehicle owner an administration fee for arranging the towing services (where applicable); and/or

(h) take any further action as the Owner considers reasonable having regard to the circumstances.

The Property is not liable for any damage to and/or theft of any vehicle or property left within the vehicle whilst the vehicle is parked in the Property or resulting from the vehicle being towed from the Property.

**18. Residents and their guests** in the Property are to show respect for order, morality, personal honour and rights as members of the Property community. Residents are responsible for their guests and will be held accountable, including financially (where applicable), for any act, omission or misconduct by their guests (including breach of the Rules or non-compliance with directions given by Property management to the guest). In cases of serious misconduct by a guest whilst at the Property, Property management may take action against the resident, including issue of a breach notice and/or termination of the Residential Agreement.

**19. Drugs/illegal substances** -The possession, cultivation, usage, or selling of any non-prescribed or illegal drugs and/or substances or the usage or selling of prescribed drugs other than for its intended purpose, and the possession of any equipment to aid such use are prohibited at all times. Where Property management has grounds to reasonably suspect that a resident(s) is in breach of this Rule 19, Property management may (without limitation):

- a) request the resident to immediately remove any such substances and/or equipment from the Property;
- b) confiscate such substances and/or equipment; and/or
- c) undertake disciplinary action in line with Rule 1 (Resident behaviour).

This aims to ensure the safety and security of all Residents residing at the Property. A breach of this Rule 19, in any form, by a Resident is considered serious misconduct. Property management reserves the right to immediately terminate a Resident's Residential Agreement and also report the incident to the University, the police and any other authority it thinks appropriate

**20. Gym use** - If the Property includes a gym, it is for the use and benefit of residents of the Property only. The gym is not monitored and residents use the gym at their own risk at all times and releases the Owner and/or Operator of the Property from any liability for any personal injury, loss or damage to property arising from or in connection with the use of the gym or the gym equipment. Residents must use the gym and gym equipment for its intended purpose only, and must follow any gym rules and/or equipment instructions specified on signage in or around the gym. Residents who cause damage or destruction to the gym equipment may be charged with the cost of replacing or repairing the damaged item. Residents may only use the gym and gym equipment if they have no medical condition or impairment (including being under the influence of drugs or alcohol) which would limit their ability to use the equipment in a safe manner. Residents who use the gym agree and consent to receive first aid/medical treatment at the resident's expense.

**21. Hazardous Material** Hazardous materials, including (but not limited to) aerosol spray paint cans, automotive or industrial batteries, chemicals, charcoal fluid, propane, fuelled camping lanterns, kerosene, and corrosive materials like acid and explosives, must not be brought onto, used or stored in or around the Property because of the safety risk to you and other residents of the Property. If a material is deemed hazardous, Property management may arrange for its removal with the cost of arranging such removal to be on-charged to the Resident(s) responsible for the material. Residents must not pour motor oil or any other hazardous material on the ground or down any drain in the Property. Motor oil is a hazardous material and cannot legally be recycled or discarded at the Property.

**22. Inspections and Building Condition Issues** Subject to complying with the notice provisions in Rule 23 (Management Access to Rooms), Property management reserves the right to enter any Room/Apartment:

In the case of an emergency (as determined by Property management at its discretion);

- (a) for the purpose of inspection, maintenance or repair; or
- (b) if requested to do so by a resident who resides in the Room/ Apartment (as the case may be).

Residents must not change any lock or place any additional locks on any door to their Room or any other doors within their Apartment. Inspections of Rooms/Apartments are undertaken by Property management to identify maintenance needs, ensure that health, safety and cleanliness standards are being maintained in the Room/ Apartment and to enable planning for renovation or refurbishment projects. Failure to pass the cleaning inspections, particularly after Property management has issued notice(s) from previous inspections) may result in charges to resident(s) for professional cleaners to return the Room and/or Apartment to Property standards.

**23. Management Access to Rooms** - By signing a Residential Agreement and without limiting any provision of the Residential Agreement, Residents agree to give access to Rooms/Apartments as set out in the Minimum Notice Table below (for the avoidance of doubt, Property management is not required to give notice to access and/or inspect Apartment Common Areas in multi-bedroom Apartments). Notwithstanding the Minimum Notice Table below:

- (a) Property management may enter the Room/Apartment with the consent of the Resident given prior to or at, or immediately before, the time of entry or where the Resident agrees to the entry; and
- (b) where Property management access and inspect a Room/Apartment under this Rule, Property management reserves the right to enforce a breach of the Residential Agreement and/or Rules (or any part thereof), notwithstanding the purpose for which access was gained.

**Minimum Notice Table (subject to Residential Tenancies and Rooming Accommodation Act 2008 (QLD))**

Purpose of Entry	Minimum Notice (given to Resident)
(a) In an emergency or to carry out urgent repairs (determined by Property management, at its discretion)	Without Notice
(b) Where property management has made a reasonable attempt to obtain entry and has a reasonable belief that a person in the Apartment is causing a disturbance (eg - noise complaint)	Without Notice
(c) Where property management has made a reasonable attempt to obtain entry with consent and has reasonable cause for serious concern about the health and/or safety of a Resident(s) or any other person that property management believes is in the Room/Apartment	24 Hours
(d) Where property management forms a reasonable belief that a Room and/or Apartment has been abandoned	24 Hours
(e) To carry out or assess the need for repairs (other than urgent repairs) to, or maintenance of, the Room/Apartment (at your request)	Without notice, where your request gives consent for access , otherwise 24 hours
(f) To carry out, inspect or assess the need for work for the purpose of compliance with the Owner's statutory obligations relating to the health or safety of Room, Apartment or Village (as applicable)	24 Hours
(g) To carry out or assess the need for necessary repairs (other than urgent repairs) to, or maintenance of, the Room/ Apartment (for general purposes)	24 Hours
(h) To conduct an inspection (other than final departure inspections, where not less than 24 hours notice is to be given)  Notice may be given by way of an Inspection Schedule.	General Tenancy Agreement – 7 days (not more than once every 3 months, unless you agree otherwise)  Rooming Accommodation Agreement – 2 days (not more than once a month, unless you agree otherwise)
(i) To show prospective occupants the Room/ Apartment at reasonable hours	24 Hours

**24. Pest Control** - Any infestations that are found to have been introduced or caused by a resident(s) will result in charges being levied for the costs of the eradication of the pests incurred by the Property. Good housekeeping is very important. Residents must ensure that food is not left out or uncovered. It is unhealthy and attracts ants and other pests. The Property employs a pest control company to carry out routine treatments. This company will only use chemicals that are permitted by law and which comply with Australian/NZ Standards as applicable. Prior to any residential area of the Property being treated, 48 hours' notice will be given to residents.

**25. Pets**- Residents are not permitted to keep pets, including (without limitation) fish, rodents, insects and reptiles in the Room, Apartment and/or the Property. Additionally, residents are not permitted to bring animals into any building of the Property. This Rule does not apply to the extent that it restricts the keeping of a guide or hearing dog.

**26. General recreational facilities** - If the Property has recreational facilities, they are for the use and enjoyment of all residents of the Property. Non-residents, if they are registered with the Property administration office, are also allowed to use the recreational facilities but only if accompanied by a resident. Property management does not encourage the use of the Property's recreational facilities by non-residents on a regular basis and reserves the right to restrict non-resident use and/or access to the recreational facilities. No alcohol is permitted in this space on the property.



**(b) Pools** - If the Property has a pool(s), the following rules apply to its use:

(i) access to and use of the pool is strictly limited to the opening hours displayed by signage at (or close to) the pool or otherwise as notified by Property management from time to time. Any resident found to be accessing and/or using (or attempting to access or use) the pool outside the opening hours will be in breach of this Rule, which is deemed as misconduct by property management

(ii) no glassware is permitted in, on or around the pool area;

(iii) in the event that the pool is deemed unclean, unsafe or unhygienic by Property management (in its absolute discretion), the pool may be closed for an indefinite period of time at Property management's discretion;

(iv) no diving is permitted;

(v) no unsafe or dangerous behaviour, as determined by Property management at its discretion, is permitted.

**(c) BBQs** - If the Property has barbeque(s) (**BBQ**) available for common use by residents, residents must only use the BBQ for its intended purpose. Resident(s) who use the BBQ must keep it tidy and clean it after each use. Due to the inherent fire hazards, residents are not permitted, under any circumstances, to bring in or use a BBQ in the Property (including the Room and/or the Apartment), other than those supplied by the Property.

**27.** The roofs of buildings in the Property are not constructed for pedestrian traffic. Residents must not go onto the roof of any buildings in the Property for both their own safety and to avoid damage. Resident(s) are responsible for and will be charged for any damage they cause to the roofs as a result of a breach of this Rule.

**28.** The Property strives to provide its residents with a safe and secure atmosphere that is conducive to the academic life of each resident. Complacency can result in burglary, and we often think that "it will never happen to me" but when it does we are shocked and look to blame someone other than ourselves. With this in mind, there are several ways in which residents can further increase their level of security by:

(a) ensuring that your Room/Apartment door closes and locks behind you when you enter or leave your Room/Apartment;

(b) ensuring that building external doors are kept locked at all times;

(c) not propping open doors (noting that this may result in an administration fee being levied on the resident(s) responsible by Property management);

(d) disallowing people that you do not know from following you into a building;

(e) getting to know your neighbours;

(f) never lending your keys and/or swipe card to another person;

(g) not leaving your Apartment key and/or swipe card under a pot plant, door mat or on the frame of the door jamb;

(h) not leaving windows open when you are not in your Room/Apartment;

(i) not leaving money or valuables in full view when you are not in your Room/Apartment;

(j) securing your bike to a bike rack using a quality lock such as a Ubolt;

And

(k) by notifying Property management or security if you notice any suspicious people or behaviour in or around the Property.

**29.** Shopping trolley(s) are not permitted within the Property. Any Resident found to have brought a shopping trolley(s) into the Property will be charged an administration fee as well as any amount incurred by the Owner from the owner of the trolley.

**30.** The possession of weapons (sword/knives etc.) or fire arms (guns etc.) by a resident and/or their guests within the Property is strictly forbidden. If a resident is found to be in possession of a weapon and/or firearm, Property management will take disciplinary action which may include immediate termination of a resident's Residential Agreement, confiscation of the weapon/firearm. Property management also reserves the right to report the incident to the police, including handing over of such confiscated weapon or firearm to the police. A breach of this Rule 30, in any way whatsoever, is deemed serious misconduct by Property management.