

## GENERAL CONDITIONS OF OCCUPANCY

### 1. General Terms

- 1.1 The tenant confirms that he/she is over the age of 18 years.
- 1.2 The tenant accepts that the Landlord reserves the right to amend the terms and conditions from time to time, which will be communicated to the tenant.
- 1.3 The tenant will provide the landlord a clear photo Identification e.g. copy of Passport Photo or drivers Licence.

### 2. Tenancy not assignable by the tenant

- 2.1 Under no circumstances, the tenant is to assign this tenancy to a third party or sub-lease the room to another party.

### 3. Tenant's liabilities for damage caused by others

- 3.1 The tenant of the boarding house is responsible for anything done or omitted to be done by any person who is on the premises with the tenant's permission if the act or omission have constituted a breach of the tenancy agreement had it been the act or omission of the tenant.
- 3.2 Any damage done to the tenant's boarding room is presumed to have been caused by the tenant, unless the tenant proves otherwise or is not the only tenant of that room.
- 3.3 For the purpose of above sub-section, a person who enters the tenant's boarding room is presumed to be on the premises with the tenant's permission, unless the tenant proves otherwise or is not the only tenant of that room.

### 4. Tenant's obligations – the tenant of the Boarding House **MUST**:

- 4.1 Pay the rent when it is due under this tenancy agreement.
- 4.2 Ensure that your room is occupied principally for residential purposes.
- 4.3 Keep your room clean and tidy at all times and in a condition that does not create a health or safety hazard
- 4.4 Notify the landlord as soon as possible after the discovery of any damage to the premises or of need of any repairs.
- 4.5 Observe and comply with the **HOUSE RULES** at all times
- 4.6 Compensate the landlord for any damage done by the tenant or by any of his/her visitors to the premises, other than damage caused by general wear and tear.

### 5. Tenant's obligations – the tenant of the Boarding House **MUST NOT**:

- 5.1 Intentionally or carelessly damage, or permit any other person to damage the premises.
- 5.2 Cause or permit any interference with, or render inoperative, any means of escape from fire within the meaning of the Building Act 2004 which can be declared as an unlawful act.
- 5.3 Use the boarding room or permit the room to be used for any unlawful purpose.
- 5.4 Cause or permit any interference with the reasonable peace, comfort, privacy of any person residing in the building *[is declared as an unlawful act in circumstances that amount to harassment of a neighbour of the tenant]*
- 5.5 Affix any fixture to the boarding room walls.
- 5.6 Make any renovation, alteration, or addition of or to the premises.
- 5.7 Alter, add to, or remove from the premises any lock or similar device.
- 5.8 Keep pets or any other animals inside the premises or the compound.
- 5.9 Must not remove any furniture, appliance or any other fixtures or fittings from the boarding room
- 5.10 Smoke in any part of the building or the building compound other than any smoking designated area.
- 5.11 Take or have in possession any type of illegal drug in the building or the building compound.
- 5.12 Hold parties in any part of the building.
- 5.13 Allow a visitor to use the swipe card or roam in any part of the building unaccompanied by the tenant.
- 5.14 Have any person or persons sleeping overnight in any part of the building. If any visitor of the tenant is found staying overnight in the building the tenant will be required to pay \$20.00.

### 6. Fire risk minimisation

- 6.1 The tenant agrees not cook any food in their rooms except for the use of microwave oven.
- 6.2 The tenant agrees not to toast bread inside the room as smoke from a burning toast could set off the fire alarm. If this happens the tenant will be liable to pay for the full Fire Brigade call out fee, approximately \$280.00
- 6.3 Strictly **NO SMOKING** or lighting of open fire is allowed in the room or in any part of the building.
- 6.4 Electric heaters are to be turned off when not inside the room.
- 6.5 No towels or clothing are to be put on the heaters to dry
- 6.6 The tenant is not allowed to leave any fire doors open and jammed by any device or method including their room doors.

### 7. Security

- 7.1 The tenant agrees that the Swipe Card/s provided are not to be given to anyone other than a partner who is sharing the room and is a joint tenant.
- 7.2 If the tenant loses his/her swipe card they are to report the loss immediately to the Manager and obtain and arrange for a replacement card at a cost of \$40.00
- 7.3 Close all doors and windows when not inside the building or when sleeping particularly if the tenant is residing on the ground floor.
- 7.4 Not to tamper with security system, cameras, lights and locks.
- 7.5 Tampering with or damaging any Fire Security equipment is unlawful and will result in **immediate eviction**.

### 8. Car Parks

- 8.1 Tenants who are renting car parks have to ensure that their vehicles are parked in their designated car park.
- 8.2 Any vehicles parked in an authorised car park will be towed away, the cost of which will be borne by the owner of the vehicle and the land lord takes no responsibility.
- 8.3 Tenants vehicles are parked at their own risk. The Landlord takes no responsibility for theft or damage to the vehicles.
- 8.4 The tenant must provide their correct vehicle registration number to the landlord and must advise if he/she gets a vehicle with a different registration.

### 9. Health and Safety

- 9.1 The tenant is not allowed to enter another tenant's room without express permission.
- 9.2 The tenant should be vigilant and not allowing any non-tenants access to the property through secure entrances.
- 9.3 All tenants visitors must leave the premises by 10.00 pm.

### 10. Noise and Behaviour:

- 10.1 The tenant agrees to show due consideration to other tenants and building managers **at all times**. The Tenant agrees that management has express rights to enforce building noise control limits by demanding the shutting off of any appliance that is disturbing the peaceful enjoyment of other tenants.

### 11. Security Cameras

- 11.1 The premises has security cameras installed at various parts of the property for the safety of the tenants and their visitors. The management reserves the right to keep the recordings for up to six months review same if required.

### 12. On Departure

- 12.1 The tenant agrees that at the time of departure the rooms will be left in the same condition as on arrival. The Landlord has the full right to deduct from the Bond money the full cost of repairs to any damages to the room walls, floors, light and bathroom fittings, furniture and appliances. The tenant will be required to sign off a handover document prior to departure.

### 13. Manager's availability

- 13.1 The tenant agrees that the onsite Property Managers office hours from 7.00am to 7.00 pm Monday to Friday except for emergencies. If the manager is unduly disturbed outside of these hours, the tenant will be liable for a disturbance fee of \$30.00 which will be payable immediately.

### 14. Eviction: The tenant agrees that the Landlord reserves the right to immediately evict and issue trespass notices to any occupant [with the loss of bond and advance rent] for any of the following reasons:

- 14.1 Falsification of any information given on the application form.
- 14.2 Possessing, taking or being associated with those taking illegal substances including marijuana.
- 14.3 Tampering or interfering with security systems, cameras and locks.
- 14.4 Tampering or interfering with fire alarm systems, fire fighting equipment and smoke detectors.
- 14.5 Causing intentional damage to any part of the property.
- 14.6 Entering any unauthorised areas of the building [including other occupants rooms] without express permission.
- 14.7 Disorderly behaviour by yourselves or your visitors including the use of offensive language; passing any racial remarks, intimidating or threatening the property management staff or other tenants or their visitors.
- 14.8 Unauthorised sharing of rooms or allowing the room to be used for a purpose not authorised by the landlord in writing.
- 14.9 Consumption of alcohol to the point where you are unable to conduct yourself in a safe or respectable manner.
- 14.10 Theft or possession of property that does not belong to you
- 14.11 Being arrested by the police and/or removed from the premises by tem.

I/We confirm that I/we have read, understood and agree to abide by all the general terms and conditions listed on this page