

Proprietor	«Ownership_Name»
Occupant	«Tenancy_Name»
Address:	«Property_PropertyAddressLine1», «Property_PropertyAddressLine2»
Mobile No: «Recipient_MobilePhone»	Email Address: «Recipient_EmailAddress»
ID: «Recipient_ReferenceID»	

Original lease date	Lease start date	Lease expiry date	To be paid weekly
«Tenancy LeaseStartDate»	«Tenancy LeaseStartDate»	«Tenancy LeaseEndDate»	«Tenancy RentAmount»

The resident's room is: unfurnished Furnished

The occupant must pay the sum of **«Tenancy\_BondAmount»** (tariff) for 2 weeks lodgings in advance.

The occupant must pay the sum of **«Tenancy\_BondAmount»** to be held as Bond.

#### **CONDITIONS OF AGREEMENT**

#### 1. Condition of the Premises and Room

The proprietor agrees to provide and maintain the premises so that they are in a reasonable state of repair, are reasonably clean and reasonably secure. The occupant agrees to maintain their assigned room to a reasonable state of repair and report any defects or damage to the manager.

#### 2. HOUSE RULES (see House Rules)

The occupant agrees to comply with the HOUSE RULES of the boarding house, which are listed on the attached "House Rules". In the event of a change in the house rules, the managing agent will notify all occupants of the changes 7 days in advance in writing with the relevant changes attached.

#### 3. Penalties

The occupant is not required to pay a penalty for a breach of this Occupancy Agreement or the HOUSE RULES. Depending on the severity of the breach, the managing agent and the proprietor reserves the right to terminate this agreement on reasonable grounds to ensure the safety and reasonable enjoyment of our other occupants.

#### 4. Quiet Enjoyment

The proprietor agrees to take all reasonable steps to enable the occupant's quiet enjoyment of the premises. Noise is to be kept to a reasonable level during the day and at night and at a minimum level before 7am and after 10pm.

#### 5. Inspections and Access

The proprietor may inspect boarding house common areas at any reasonable time. Repairs, cleaning and maintenance of common areas can be carried out at reasonable times. The proprietor may only enter the occupant's room, at a reasonable time, with reasonable notice and on reasonable grounds. Agreed access and notice periods are set out below.

REASON FOR ACCESS	ACCESS NOTICE
In an Emergency situation, Emergency repairs, emergency inspection	None – immediate access
To clean the premises	24 hours
To carry out Repairs	24 hours
To show the room to a prospective resident	24 hours
To carry out inspections	24 hours

#### 6. Notice of Fee Increase

The resident is entitled to 4 weeks written notice of any increase in the occupancy fee.

#### 7. Utility Charges

The proprietor provides all its occupants with utilities as a part of their occupancy agreement. These utilities include electricity, water and internet.

#### 8. Security Deposit

A security deposit equivalent to 2 weeks rent is payable to Primus Property. The security deposit is payable on the day the agreement is signed. In the event of a rental increase, Primus Property will request that the rental bond be increased to the extent of the rental increase. The security deposit will be repaid to the occupant within 14 days after the end of this agreement, less any amount necessary to cover:

- a) the reasonable cost of repairs to the boarding house or goods that come with it, as a result of damage (other than fair wear or tear) caused by the occupant or any guest of the occupant;
- b) any occupancy fee or other charges owing and payable under this Agreement or the Boarding Houses Act;
- c) the reasonable cost of cleaning any part of the premises occupied by the occupant and not left reasonably clean by the occupant, having regard to the condition of the premises at the commencement of the occupancy; and
- d) the reasonable cost of replacing locks or other security devices altered, removed or added by the occupant without the consent of the proprietor.
- e) Security deposit is not permitted to be used to cover the rent, all rental must be paid in full up to the date of vacating.

#### 9. Dispute Resolution

The managing agent and the occupant agrees to use their best endeavors to informally resolve any disputes between them that arise from this agreement. Either party may apply to the Consumer Trader and Tenancy Tribunal to resolve a dispute about this Occupancy Agreement.

#### 10. Written Receipts

The managing agent agrees to provide the occupant with a written receipt for all money paid to the proprietor, including money paid for occupancy fees, a security deposit, cleaning fee and any security deposit deductions.

#### 11. Termination by Primus Property (Proprietor)

Agreed reasons for termination of this agreement by the managing agent, and notice periods are set out below.

a Violence or threats of violence towards anyone living, working or visiting the premises

a. Violetice of allegae of Violetice towards arryone living, working of Violating are profitted
- Immediate termination *
b. Willfully causing damage to the premises, or using the premises for an illegal purpose
- 1 day to vacate (24 hours)
c. Continued and serious breach of this Agreement or the HOUSE RULES, following a written warning
- 3 days to vacate
d. Continued minor breach of this Agreement or the HOUSE RULES, following 2 written warnings
- 1 week notice to vacate
e. Non-payment of the occupation fee
- 2 week notice to vacate
f. Any other reason, including vacant possession required and "no grounds" termination
- 4 weeks notice to vacate

#### 11.2 Termination by occupant (Student)

a. Serious breach of agreement by proprietor	
- 1 day notice to vacate	
b. Minor breach of agreement by proprietor	
- 1 week notice to vacate	
c. No grounds/Any other reason	
1 weeks notice to vacate	

(all termination notices made by the occupant must be made in writing and delivered personally, or by an authorised representative. If notice is sent via electronic communication, please confirm with the Primus Property, that the notice has been received

#### **11.3 Fixed Occupancy Agreement**

The occupant must give 2 weeks notice prior to the end of the fixed term agreement.

The occupant is required to give 2 weeks notice in writing once the periodic agreement has expired.

The proprietor may also give the occupant 2 weeks notice to vacate at anytime under the periodic agreement.

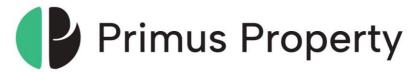
<sup>\*</sup> immediate termination is likely to be necessary in this situation in order to protect other residents and employees

The resident agrees not to willfully or negligently cause purpose and to respect other residents' rights to quiet e	•	•
Primus Property Representative: «CurrentUser_FullName»	Occupant:	«Tenancy_Name»
Signature:	Signature:	
Date:	Date:	

11.4 Termination of occupancy agreement prior to the end of the term agreement by occupant will incur a break

lease fee equivalent to 2 weeks rent.

12. Use of the Premises



## LODGING HOUSE AGREEMENT

## **Annexure A - Management Plan**

## 68 High street, Mascot 2020

#### LODGER'S AND GUEST BEHAVIOUR:

- 1. Lodgers are permitted to have only 1 invited guest on the premises at any given time.
- 2. Lodgers and their guests must not interfere with the reasonable peace, comfort and privacy of
- 3. other lodgers
- 4. Lodgers must ensure their guests are aware and abide by the House rules.
- 5. Guests are not permitted in the premises after 10.00pm Sunday to Saturday.
- Lodgers must ensure their guests leave the premises immediately if so requested by the proprietor or the proprietor's representative
- 7. Any failures to comply will result in immediate lodgement termination
- 8. Lodgers and guests must abide by the directions of the proprietor or proprietors representatives at all times.

#### Rubbish:

- 9. Rubbish is not to be stored in rooms
- 10. All rubbish is to be wrapped or tied and placed in the rubbish bins provided
- 11. Lodgers are responsible for ensuring their waste is transported to the waste storage area daily.

#### **Common arears:**

- 12. Common areas are shared by different Lodgers, they may include a living room, bathroom, kitchen hallway and courtyard.
- 13. The proprietor will take reasonable steps to make sure the common areas and the facilities in them are kept safe, clean and in good repair.
- 14. The lodgers must make sure they and their guests leave common arears, neat, clean and tidy after using them.
- 15. After 10.00pm Lodgers are:
  - a. NOT PERMITTED TO USE THE KITCHEN, BACKYARD: AND
  - b. not to loiter in any common arears (this includes lingering aimlessly in any areas or hallways or using any common areas for purposes for which they are not intended (see below)
- 16. Common areas are to be used for their intended purposes only. For example. Kitchens are to be used for preparation and consumption of meals, mainly where suitable facilities have been provided. Sitting areas are to be used for the quiet enjoyment of any facilities provided. Hallways and corridors are not to be obstructed.

#### **Room Maintenance:**

- 16. Lodgers must maintain their rooms in a way that does not interfere with the reasonable comfort of other lodgers, and in a way that does not create a fire or health hazard.
- 17. Lodgers must not intentionally or recklessly damage or destroy any part of their rooms or a facility in their rooms Lodgers must sign a room inventory inspection report prior to the commencement of occupancy acknowledging the quantum and condition of all furniture and fittings.
- 18. All furniture and fittings must be left in the same condition as at the commencement of occupancy except for fair wear and tear
- 19. Lodgers will be liable for any theft, damage or destruction of any room furniture and fittings.
- 20. If a room has an ensuite or kitchen the lodger is responsible for keeping that ensuite clean & tidy.
- 21. The proprietor may provide a weekly linen service at the additional expense of the lodger
- 22. Any repairs and maintenance must be reported immediately.
- 23. Lodgers must not bring their own furniture onto the premises without the prior consent of the real estate agent/property manager.

#### Security, door locks and keys:

- 24. Lodgers must not tamper with or change a door lock in the premises.
- 25. Each lodger will be liable for the costs of replacing lost or stolen keys and any changes to locks required as a result.
- 26. Lodgers must not make copies of any keys at any time.
- 27. Lodgers must keep all doors and windows locked when not in the room,
- 28. All doors and windows and common areas (including main entry doors) **MUST BE KEPT LOCKED AT ALL TIMES.**

#### Use of facilities:

- Lodgers must tidy and wipe down common kitchens and bathrooms immediately after use.
- 30. Lodgers must ensure all electrical appliances are turned off from the power point when leaving the room.
- 31. Lodgers must be considerate to other Lodgers and promptly collect their clothes from the laundry and clothes lines.
- 32. Any food kept in a refrigerator or cupboard of a common kitchen must be clearly labelled otherwise it will be treated as rubbish by the lodge managers and disposed of.
- 33. Lodgers must ensure expired foods are disposed of as soon as possible
- 34. Lodgers must exhibit hygiene practices in and around common kitchen areas including covering of foods before storage.

#### **Animals:**

35. Lodgers must not keep an animal on the Premises without the prior written permission of the proprietor's representative.

#### Storage:

- 36 Lodgers must not store any personal items outside their dedicated room.
- 37. All bicycles or similar equipment must be stored the racks provided
- 38. Any such items are stored at the Lodger's sole risk.
- 39. The proprietor reserves the right to dispose of any items left in any common areas. E.g E-Bikes (electric bikes)
- 40. No E- Bikes are permitted on the premises they contain lithium-ion batteries and come with associated risks and hazards (including fire and explosion, radiation, heat, chemical and electrical).

#### **Drug Alcohol and Smoking:**

- 41. The premises are strictly drug free. Drugs and drug use will not be tolerated on the premises
- 42. Any lodger suspected or caught using drugs will be immediately evicted, have their lodgement terminated and referred to the police.
- 43. Alcohol must not be consumed in any common areas. Any lodger suspected of alcohol abuse will have their lodgement immediately terminated.
- 44. Smoking is strictly prohibited inside the premises at all times.
- 45. If a lodger wishes to smoke they do so in the courtyard. Cigarette buds must be placed in the bins provided.

#### Noise:

- 45. Lodgers and their guests are to consider their neighbours at all times.
- 46. Use of common areas after 10.00pm is discouraged with a view to minimise noise. For example any meals prepared after 10.00pm must be consumed within a lodgers room. Lodgers must adhere to any requests given by the real estate agent/property manager to do so.
- 47. Music must not be played at a level where it can be heard in the room of another lodger or in the common areas.
- Lodgers and guest must not make any unnecessary noise and may be asked to leave at any time by the real estate agent/property manager.
- 49. Parties and other large gatherings are strictly prohibited by management.

#### **Dispute Resolution:**

- 50. All complaints and grievances must be submitted to the proprietor or the proprietor's representative.
- 51. Lodgers must not take matters into their own hands.
- 52. Disputes must be reposted immediately, for resolution.

#### Payment of Board:

- 53. Lodgers must pay all fees and expenses for board weekly and in advance.
- 54. If a lodger has not paid all monies due within 7 days the proprietor may terminate the lodgement. The lodger forfeits any deposit then held by the proprietor

#### **Pest Control:**

- 54. The proprietor will carry out pest control of the premises.
- 55. Lodgers will be held fully responsible if they are suspected of bringing vermin or pest (including bed bugs) into the premises. If bed bugs originate in a Lodger's room the proprietor will engage a pest specialist to carry out all necessary works to exterminate the pest at the Lodgers expense.
- 56. The proprietor reserves the right to immediately terminate a lodger's lodgement if it suspects the lodger of carrying vermin, bugs or pests.

#### Vacation:

- 57. Vacation of the premises upon departure (including by termination) must be by 12.00pm
- 58. Upon vacation of a room, the proprietor will engage a contract cleaner at the Lodgers expense to clean the room, if the room has been left in an unacceptable condition as per the house rules.

#### **Changes to the House Rules:**

- 59. The proprietor or the proprietor's representative may amend the house rules at any time in writing.
- 60. If a lodger wishes to amend the House Rules a formal request in writing must be made to the proprietor.

## **Emergency Numbers:**

All emergencies 000

Mascot Police: 02 8338 7399

965 Botany Road MASCOT

2020

Mascot Fire station: 9493 1026

## **INVENTORY OF FURNISHINGS/FURNITURE**

68 High Street, Mascot

**TENANTS NAME**: «Tenancy\_Name» **ROOM NO**: «Property\_PropertyAddressLine1»

FURNISHINGS/FITTINGS	DETAILS OF FURNISHINGS	CONDITION
Bed	Double	Near new
Bedspread/Bed Linen	Fitted Sheet, quilt, quilt cover, pillows, bath towel, hand towel	
Cupboard	new	Near new
Study desk	In built to wall	Near new
Study Chair	Near new	Near new
	Near new	Near new
	Near new	Near new
Bar fridge	Near new	Near new
Air conditioning		
Other	TV	

## ANY CHANGES MUST BE SIGNED & NOTED BY MANAGER/OWNER Signed By:

Signed By:	
LODGER	PROPRIETOR'S REPRESENTATIVE
NAME: «Tenancy_Name»	NAME: «CurrentUser_FullName»
DATE:	DATE:



## Some things to REMEMBER

- Could you please contact our office at your earliest convenience with your new home telephone numbers.
- We would like to remind you of the condition report, which must be returned to our office within 7 days of the lease commencement.
- May we also take this opportunity to suggest you look into contents insurance for your personal items in case of any break-ins, as the landlord's insurance does not cover the tenant's contents.
- Security is most important, always check that your doors/windows are properly locked, while you are out of your unit/house. Do not leave valuables about, always keep them under lock.
- If you are away for an extended period, please inform our office and leave us your contact details in case of unforeseen emergencies. You should always turn off the hot water system and not keep perishables or food items in the fridge

If you have any problems, please contact our office on 9662 6555.

Kind Regards
PRIMUS PROPERTY
Property Management Department



# Maintaining your Rental Property whilst renting through Primus Property

The following information has been prepared to assist you with maintaining your rental property whilst you are renting through **Primus Property**.

#### We ask that you:

- ✓ Ensure that our office has your current phone numbers and email address
- ✓ Your rent is paid two weeks in advance (as per your tenancy agreement)
- ✓ All keys to new locks are provided to this office as well as any security device codes and the location of the device
- Any damage to the property is repaired or rectified
- ✓ All terms of your tenancy agreement are being met (refer to your current agreement)
- ✓ A list of any outstanding maintenance or issues you would like us to inspect and report to the property investor is sent to this office via email to admin@primusproperty.com.au

Subject to the condition of the property at the commencement of your tenancy (refer to your ingoing premises condition report, issued when you signed your residential tenancy agreement) you should ensure that:

- ✓ The property is very clean and tidy throughout with any stains removed from the carpets
- ✓ All cupboards, shelves, drawers and benches are cleaned
- ✓ Walls and doors are cleaned of all marks.
- Exhaust fans are cleaned
- ✓ Windows and sills are cleaned inside, and outside where possible
- ✓ All garbage, bottles and rubbish is removed from the premises
- ✓ Bathrooms are thoroughly cleaned, with all mould and soap scum removed from tiles and grouting. Ceiling mould must also be removed. Toilets to be cleaned inside and out, and the bathroom floors to be mopped
- The bar fridge is defrosted and cleaned
- ✓ Lawns and edges are trimmed and gardens weeded (this applies to townhouses and houses)

Thank you for your cooperation.



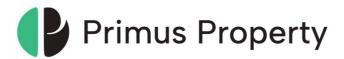
# Boarding House Communal Areas Very Important

The following information has been prepared to assist you with maintaining your rental property whilst you are renting through **Primus Property**.

#### We ask that you:

- ✓ No goods are placed to be placed in Communal areas, all of your belongings are to remain in your room, any belonging found in the corridors or communal areas, will be thrown out, with no warning.
- ✓ The kitchen is to be maintained clean at all times. <u>NO</u> plates, mugs, glasses, cutlery anything that is in the kitchen is the property of the owner, <u>none</u> of these items are to be removed from the kitchen and taken to your own room, they are there for the convenience of all borders.
- ✓ After cooking and using the kitchen facilities you are responsible to wash, dry and put away all of goods used, e.g plates glasses etc.
- ✓ The stove, oven, sink is all to be clean after each person uses it, not to be left for other people.
- ✓ The dining room table is to be clear at all times, this is only to be used for people to sit and eat.
- ✓ Laundry area, please remove all your clothes once they have been cleaned and washed and return to your room.
- ✓ Any items placed in the fridge in the kitchen must be labelled with your name.
- ✓ All food is to be disposed of within a few days, as cleaners will; be coming through and cleaning and throwing whatever is left over in the fridge on a weekly base.
- ✓ All Rubbish is to be taken to the garbage bins provided on the lower ground floor, on a daily base. No garbage is to be left in the kitchen overnight at all.

Thank you for your cooperation.



## NO SMOKING IN STUDIO APARTMENTS

#### TO ALL RESIDENTS

Please be advised and refer to your contract **NO SMOKING IS PERMITTED** in your room, please be advised if a fire sensor automatically goes off due to smoke and the fire department attends, they charge a fee of approx. **\$1,800.00**, the fire department sends us a report with the room number that the issue relates to, that was the cause of the alarm.

Please be aware if your room is identified as the cause, you will be paying approx. **\$1800.00** charge to the fire department.

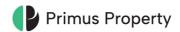
**NO COOKING** is permitted in your room either, there is a shared kitchen facility for all cooking, and you must use this facility for all cooking.

Please take this as a very important message as it is for the best of all residents, everyone must think of each other.

If you have any enquiries regarding this matter, please do not hesitate to contact me.

Kind Regards,

**Primus Property** 



#### FIRE SAFETY AT YOUR RENTAL PROPERTY

#### PLEASE READ THE BELOW AS IT IS SUPER IMPORTANT.

This is to help everyone understand and to be able to safeguard the property from fires, and false alarms from occurring.

Please be advised the below are not allowed or authorised in your rooms there is to be **NO COOKING OF ANY KIND IN YOUR ROOMS.** 

Please remove all of the below from your rooms, as all of these would set off a fire alarm.

- No smoking of any sort in your room
- No vaping
- No candles
- No incense
- No sprays

Some other causes of false alarms are listed below;

- Poor ventilation
- Steam from bathrooms
- Dust
- Dirty smoke detectors
- Dirty fans
- Insect infestation around the detector
- Burnt toast

No toasters are to be left unattended, as majority of the call outs are for burnt toast at some properties. Best would be to remove the toaster from you room and use the common kitchen to make your toast.

## Avoiding false alarms For tenants:

- Ensure any fans, vents, and if possible windows, are open before cooking or showering.
- Some smoke detectors are extremely sensitive and steam from showers, smoke from burning food, even sprays from aerosol cans such as deodorant and hair-spray can set them off.
- Be aware of where all alarm detectors are in your room and ensure all reasonable measures are taken to avoid false alarm activation.

All false alarms identified as being activated from your room, will be invoiced to you to pay the call out fee for the attendance of the fire brigade.

The fee currently is at \$1,776.00. PRIMUS PROPERTY