

ishareliving Occupancy Agreement



Proprietor: Peter Blankevoort

Mobile: 0403433436

Email: peter@ishareliving.com

Resident:		Room	Occupancy Fee
Mobile:		1	
Email:			
Address:			
Rent Start Date	Move in Date (if different)	Term of agreement	
	n/a	3 Months+ (Ongoing)	\$ — per week

House Manager's Contact Details

Name: Martin Haak

Mobile: 0450 255 984

Email: mart.haak@yahoo.com

Thanks for choosing to stay at **ishareliving**. Now for some legal stuff:

AGREEMENT TERMS

1. Condition of the Premises (refer to occupancy principle 1 – see Annexure 1)

a) The proprietor agrees to provide and maintain the premises so that they are in a reasonable state of repair and reasonably secure.

b) The proprietor agrees to assist the house manager in ensuring residents comply with their cleaning duties as laid out in the house rules.

2. House Rules (refer to occupancy principle 2) The resident agrees to comply with the House Rules of the boarding house, which are listed on the attached "Statement of House Rules." House rules may not be inconsistent with the Occupancy Principles stated in Annexure 1, and are not enforceable if they are inconsistent.

3. No Penalties (refer to occupancy principle 3)

The resident is not required to pay a penalty for a breach of this Occupancy Agreement or the House Rules.

4. Quiet Enjoyment (refer to occupancy principle 4)

The proprietor agrees to take all reasonable steps to enable the resident's quiet enjoyment of the premises.

5. Inspections and Access (refer to occupancy principle 5)

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 resident's room, at a reasonable time, with reasonable notice and on reasonable grounds. Agreed access and notice periods are set out below. If the third column is left blank, the suggested notice periods set out in the second column will apply.

Reason for Access	Notice Period
In an emergency, or to carry out emergency repairs or inspections	Immediate access
To clean the premises	24 hours (or earlier if resident consents)
To carry out repairs	24 hours (or earlier if resident consents)
To show the room to a prospective resident	12 hours (or earlier if resident consents)
To carry out inspections	24 hours (or earlier if resident consents)

6. Notice of Fee Increase (refer to occupancy principle 6)

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

7. Utility Charges (refer to occupancy principle 7)

The proprietor may charge an additional amount for utilities if the resident is made aware of this on signing this agreement. Details of the charge, including how the charge will be calculated, are included in Annexure 2, and Annexure 2 must be signed and dated by the resident and the proprietor. Charges for utilities must be based on the cost to the proprietor of providing the utility and a reasonable measure or estimate of the resident's use of that utility.

8. Security Deposit (refer to occupancy principle 8)

A security deposit of \$500 equivalent is payable to the proprietor. The security deposit is payable on the day the agreement is signed and emailed back or on the following day. The security deposit will be repaid to the resident (or the resident's authorised representative) 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 within the boarding house, as a result of damage (other than fair wear or tear) caused by the resident or their guest;
- 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 resident and not left reasonably clean by the resident, having regard to the condition of that part 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 resident without the consent of the proprietor.

9. Dispute Resolution (refer to occupancy principle 11)

The proprietor and the resident agree to use their best endeavours to informally resolve any disputes between them through reasonable discussion and negotiation. Either party may apply to the NSW Civil and Administrative Tribunal (NCAT) to resolve a dispute about the Occupancy Principles (see Annexure 1).

10. Written Receipts (refer to occupancy principle 12)

The proprietor agrees to provide the resident with a written receipt for all money paid to the proprietor, including money paid for occupancy fees, a security deposit and for any utility charges. The receipt should be provided within a reasonable time period after the payment is received if requested to do so by the resident.

11. Termination (refer to occupancy principles 9 and 10)

The resident is entitled to know why and how this Occupancy Agreement may be terminated, and how much notice will be given before termination. The resident may not be evicted without reasonable written notice from the proprietor.

This Agreement can also be terminated by the resident by written notice given to the proprietor. Agreed reasons for termination and notice periods are set out below.

Reason for Termination by Proprietor	Notice Period
Violence or threats of violence towards anyone living or working in or visiting the premises	<i>Immediate</i>
Wilfully causing damage to the premises, or using the premises for an illegal purpose	<i>1 day</i>
Continued and serious breach of this Agreement or the house rules, following a written warning	<i>3 days</i>
Continued minor breach of this Agreement or the house rules, following a written warning	<i>1 week</i>
Non-payment of the occupancy fee	<i>2 weeks</i>
Any other reason, including vacant possession required and "no grounds" termination	<i>2 weeks</i>

12. Use of the Premises

The resident agrees not to wilfully or negligently cause damage to the premises or to use the premises for an illegal purpose and to respect other residents' rights to quiet enjoyment of the premises.

NOTE: Any term of this Agreement is not enforceable if it is inconsistent with the Occupancy Principles set out in Schedule 1 of the *Boarding Houses Act 2012*. The Occupancy Principles are attached at Annexure

Signed: _____

(Proprietor)

Signed: _____

(Resident)

Date: _____

Date: _____

Annexure 2

SCHEDULE OF ADDITIONAL CHARGES

ITEM	AMOUNT	WHEN DUE TO BE PAID	HOW CALCULATED
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Utilities (Electricity and Gas bills combined)	Approximately \$6 to \$8 p/w in the spring, summer and autumn months \$8 to \$15 p/w in the colder winter months	Monthly (pro rata)	The total bill is divided per person per day spent in the house. (N.B Discount may apply for consecutive days spent away from house).
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Replacement Key	\$20	Upon losing key	Key cutting cost (varied) plus delivery fee
Cleaning Fee	\$25-\$50 per fortnight	If housemate repeatedly fails to keep their room and/or chore area reasonably clean	Cleaning fee charged by commercial cleaner

NOTE:

- ☐ This schedule is only for use if there are fees or charges in addition to the occupancy fee.
- ☐ This schedule forms part of the Occupancy Agreement when signed and dated by both parties.
- ☐ A receipt is to be provided to the resident for all payments of additional fees or charges made by the resident, within a reasonable time after the payment is received.
- ☐ Charges for utilities must comply with Occupancy Principle 7.

Signed: _____

(Proprietor)

Signed: _____

(Resident)

Date: _____

Date: _____

Additional information:

PERSONAL REFERENCE:

NAME: _____

RELATIONSHIP: _____

PHONE: _____

EMERGENCY CONTACT PERSON

NAME: _____

RELATIONSHIP: _____

PHONE: _____

ADDRESS _____

(OPTIONAL): _____

Welcome to [ishareliving!](#)

ishareliving is an accommodation network of share-houses for international and domestic students, young people on working-holidays, apprentices and young professionals. ishareliving is NOT a hotel, backpackers, homestay or B&B. It is a share-house (boarding house). A share-house means that you **SHARE** the general responsibilities of running the house including the cleaning and the cost of utilities (gas/electricity/water) keeping services cheaper and the house clean for all to enjoy.

THE HOUSE MANAGER or **HM** lives at house and deals with the everyday running of your home. S/he is generally your go-to person if you are having any house problems. They make sure people do their cleaning chores by inspecting the common areas and reminding people if they are falling behind in their cleaning duties.

ALL FACILITIES AND COMMON AREAS are **SHARED** by all the housemates; however, some facilities are generally encouraged to be used by the rooms close to or on the same floor as those facilities. For example; downstairs rooms generally use the downstairs facilities and vice versa.

Ishareliving does NOT pay for cleaners to regularly clean the house. **YOU** have one **DESIGNATED AREA** in the house to clean. **PLEASE KEEP IT CLEAN AT ALL TIMES**. Keeping your designated area clean is called **YOUR CHORE**. Your chore given to you by the HM when you move in. If s/he does not, please ask her/him to give you one. All housemates' chores are displayed on the kitchen fridge so everyone knows who is responsible for which area. The HM organizes the chore system. The chores are rotated from time to time, so if you get tired of doing a particular chore, you can tell the HM that you would like to switch to a different one.

If you do not **DO YOUR CHORE** you will be given a formal warning. The house and your area is informally inspected daily by the HM and formally inspected once a fortnight by the proprietor. You have 1 week to clean your area before you are issued with a warning. If your area is dirty by the end of the given week, you will be given 2 days to do your chore. You will receive a message from the director or HM on Monday notifying you that you will be given a formal warning if it is not completed.

ALL CLEANING PRODUCTS ARE FREE! So, there is NO excuse to not clean your area. If you do not know how to clean your area, the HM will show you how to do it.

A kitchen cabinet and a fridge space will have a small tag with your room number or name on it, this indicates your spaces.

We believe that sharing can and should be a positive experience for all. There are many benefits to sharing. These include; meeting new people, making friends, learning to be an independent responsible person and reducing the cost of living. **ishareliving** aims to encourage a harmonious living environment and provide a management system to help everyone on their journey.

If you have any serious problems (e.g. late rent, broken facilities) please contact the proprietor (Peter) during business hours. The proprietor should not be contacted after 9:00pm except in the case of an emergency.

If you do not follow the **ishareliving** rules, the HM will let you know. Please listen and take it seriously as if the problem continues you may receive warnings and ultimately be given notice to leave the house.

Let's all enjoy living together in a great house, being responsible
and considerate of your fellow housemates.

HOUSE RULES

1. Pay your rent on time. (Direct deposit is preferred; cash is accepted upon request.
2. Rent is due on Wednesdays by 9:00pm.
3. Respect your housemates. You will be living with people from different countries who speak different languages. Please be kind and sensitive to each other's cultures.
4. DO YOUR CHORES.
5. NO SMOKING in the house at any time – there is lots of outdoor space for that.
6. USE THE RECYCLING AND GARBAGE BINS CORRECTLY.

YELLOW: Recycling (Glass/plastic bottles, cans, paper, cardboard)

RED: Food waste/plastic bags/Styrofoam

GREEN: Garden waste (grass, small branches, leaves, weeds)

7. Communal areas should be left clean and tidy at all times. Rubbish is not to be left unattended.
8. Respect all household items (e.g. TV, furniture, kitchen items, beds)
9. If you share a room, keep your area clean and tidy (no one wants a messy roommate!)
10. Respect the privacy, property and **SLEEP TIMES** of your housemates
11. Any person caught stealing from the premises shall be immediately evicted and police may be contacted.
12. The owner reserves the right to have any undesirable guests removed from the premises immediately with no prior notice.
13. No illegal drugs are allowed on the premises.
14. No naked flames e.g. burning candles, aromatic oils, or incense are permitted.
15. No cooking or eating meals in the bedrooms
16. No unapproved portable heaters, ovens or electric blankets are to be used in your rooms.
17. **DO NOT LEAVE COOKING UNATTENDED** . Please be cautious when using cooking appliances.
18. **DO NOT USE COOKING APPLIANCES UNDER THE INFLUENCE OF ALCOHOL OR ILLEGAL DRUGS** and switch off appliances after use to minimize chance of fire.
19. **NEVER LEAVE DIRTY DISHES IN THE SINK**. All housemates are required to wash and stack cooking utensils, cutlery, crockery, pots and pans immediately after use and generally clean up after themselves. **FAILURE TO DO THIS MAY RESULT IN BEING BANNED FROM THE KITCHEN** .
20. Do not eat food in the cabinets or fridges that is not yours. This is theft.
21. Please keep your room clean, empty bins, vacuum once a week and throw out any unwanted food items that are in the fridge.
22. To maintain security, the front and back security doors must remain locked at all times.
23. Doors shall not be slammed at any time
24. Keep noise to a minimum after 8pm during the week and 9pm on weekends.
25. Visitors are permitted.
26. Overnight stays must not exceed 1 per fortnight and visitor may not sleep on the floor or in a shared room without prior consent of the housemate with whom you share the room.
27. Please report lost keys immediately.
28. Do not make copies of the house key. If you need another set, please ask.
29. No pets allowed.
30. Prior to the end of your stay please complete the following check list:
 - A. Make sure you leave your room clean and the sheets washed, dried and folded on the bed
 - B. Empty your kitchen cabinet and fridge spaces of any food items
 - C. Clean your kitchen cabinet and fridge space
 - D. Make sure your cleaning duty is completed
 - E. Return your key to the HM or leave it on the desk in your room.

1. State of premises

A resident is entitled to live in premises that are:

- (a) reasonably clean, and
- (b) in a reasonable state of repair, and
- (c) reasonably secure.

2. Rules of registrable boarding house

A resident is entitled to know the rules of the registrable boarding house before moving into the boarding house.

3 Penalties for breaches of agreement or house rules prohibited

A resident may not be required to pay a penalty for a breach of the occupancy agreement or the rules of the registrable boarding house.

4 Quiet enjoyment of premises

A resident is entitled to quiet enjoyment of the premises.

5 Inspections and repairs

A proprietor is entitled to enter the premises at a reasonable time on reasonable grounds to carry out inspections or repairs and for other reasonable purposes.

6 Notice of increase of occupancy fee

A resident is entitled to 4 weeks written notice before the proprietor increases the occupancy fee.

7 Utility charges

(1) The proprietor is entitled to charge a resident an additional amount for the use of a utility if:

- (a) the resident has been notified before or at the time of entering the occupancy agreement of the use of utilities in respect of which the resident will be charged, and
- (b) the amount charged is based on the cost to the proprietor of providing the utility and a reasonable measure or estimate of the resident's use of that utility.

(2) A utility for the purposes of this clause is each of the following:

- (a) the supply of electricity,
- (b) the supply of gas,
- (c) the supply of oil,
- (d) the supply of water,
- (e) the supply of any other service prescribed by the regulations.

8 Payment of security deposits

(1) The proprietor may require and receive a security deposit from the resident or the resident's authorised representative only if:

- (a) the amount of the deposit does not exceed 2 weeks of occupancy fee under the occupancy agreement, and

- (b) the amount is payable on or after the day on which the resident

(or the resident's authorised representative) enters the agreement.

(2) Within 14 days after the end of the occupancy agreement, the proprietor must repay to the resident (or the resident's authorised representative) the amount of the security deposit less the amount necessary to cover

Annexure 1

Occupancy principles

NB: These principles are contained in Schedule 1 of the *Boarding Houses Act 2012* and apply to residents of NSW boarding houses which are covered by this Act.

the following:

(a) the reasonable cost of repairs to, or the restoration of, the registrable boarding house or goods within the premises of the boarding house, as a result of damage (other than fair wear and tear) caused by the resident or an invitee of the resident,

(b) any occupation fees or other charges owing and payable under the occupancy agreement or this Act,

(c) the reasonable cost of cleaning any part of the premises occupied by the resident not left reasonably clean by the resident, having regard to the condition of that part of the premises at the commencement of the occupancy,

(d) the reasonable cost of replacing locks or other security devices altered, removed or added by the resident without the consent of the proprietor,

(e) any other amounts prescribed by the regulations.

(3) The proprietor may retain the whole of the security deposit after the end of the occupancy agreement if the costs, fees or charges referred to in subclause (2) (a)–(e) are equal to, or exceed, the amount of the security deposit.

(4) In this clause:

security deposit means an amount of money (however described) paid or payable by the resident of a registrable boarding house or another person as security against:

(a) any failure by the resident to comply with the terms of an occupancy agreement, or

(b) any damage to the boarding house caused by the resident or an invitee of the resident, or

(c) any other matter or thing prescribed by the regulations.

9 Information about occupancy termination

A resident is entitled to know why and how the occupancy may be terminated, including how much notice will be given before eviction.

10 Notice of eviction

(1) A resident must not be evicted without reasonable written notice.

(2) In determining what is reasonable notice, the proprietor may take into account the safety of other residents, the proprietor and the manager of the registrable boarding house.

(3) Subclause (2) does not limit the circumstances that are relevant to the determination of what is reasonable notice.

11 Use of alternative dispute resolution

A proprietor and resident should try to resolve disputes using reasonable dispute resolution processes.

12 Provision of written receipts

A resident must be given a written receipt for any money paid to the proprietor or a person on behalf of the proprietor.