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Resources

<http://www.tenants.org.au/>

<https://www.nsw.gov.au/housing-and-construction/rules/sharing-a-residential-rental-property>

SECTION 1

Occupancy Agreement & Common Law Flatmate Agreement

The Occupancy Agreement in this case also known as a "Common Law Flatmate Agreement" refers to your stay in an allocated "single room" at the following address (below) for 1 person with shared common facilities. The owner can be referred to as the "landlord" in this agreement.

Address of House - Details of Owner Landlord and Occupier.

Address – 63 Botany Lane Kingsford 2032 NSW

Property owner's details who is offering the room or property

Owner's name –

Address –

Email –

Mobile -

New flatmates viewed landlord's ID -

Name and contact details for property maintenance – to be advised

Building Type – Home (Duplex)

Non smoking in or on the property (includes vaping) no charging of ebikes, scooters etc.

Note messy people who take over common areas with their junk should not apply for this room.

People who don't clean up straight away after they use the kitchen and who are selfish should not apply for this room.

People who don't remove garbage on a regular basis to the outside bins and recycle should not apply for this room.

New flatmate's Occupier Details

Full Name -

Current or alternative address -

Email Mobile -

Landlord viewed tenant's ID -

Address -

Room Name -

Shared Facilities -

Any other details of what is being let – Refer to inventory add on list.

Details -

Details -

Details -

SECTION 2

Rent and Termination and Terms of Agreement

The owner agrees to provide the occupier with a written receipt for all money paid to the owner, including money paid for occupancy fees, a security deposit and for any extra utility charges. The receipt should be provided within a reasonable time period after the payment is received.

Weekly Rental -

Starting Date – (After 3pm check in) - unless otherwise arranged

Term -

End of Occupancy Date (no later than 10am check out) -

Notice to terminate – 4 weeks (both parties) except under special circumstances **under Reasons for an Eviction Notice before agreed occupancy expires Section.**

Weekly Rental Amount to be paid in 2 week increments in advance

Methods of Payment – Bank Transfer - Credit card - Paypal - Cash with Receipt (Note – some form of payments may attract fees set by the provider)
Bank Account Details of owner -

Occupation by 1 person only per room. No friends or family permitted to stay.

No taking over of common areas and kitchen with family and friends. Respect other people's spaces at all times. Kitchen use for the occupants of the house only.

SECTION 3

SECURITY BOND + CONDITIONS OF REFUND & TIME

Security Bond of equivalent of 2 weeks will be self managed by the owner in a bank account and a receipt given to the room occupant. Security bond can not be used to pay the last 2 weeks rent at the end of this agreement unless the occupant has a letter in writing from the owner. Security bond will be refunded upon inspection of the room, inspection of common areas including fridge, and cupboards with both parties present less any cleaning fees and damage which is not considered fair wear and tear. The security bond can be refunded on checkout when both the landlord or an agent of the owner meets with the occupier or tenant and no later than 7 days after it must be returned.

All rental needs to be paid up until the day the occupier leaves the premises. Examples of other deductions but not limited to only these items – Returning a soiled, non usable stained mattress. This will happen if mattress protectors are not used on the mattress. Leaving kitchen and common areas dirty. Examples of cost to replace bedding and linen will be set out in the condition report. Only clean mattresses are supplied so please return in the same manner. Since most of our occupiers are students the rooms come fully furnished for their conveniences but does not include linen, towels and pillows unless prior arrangement is made with costs to replace outlined.

SECTION 4

Damage Report

All damage of what so ever kind needs to be reported in the **inspection report** of the room within 48 hours of signing this occupancy agreement. Please take pictures with a time stamp or video recordings or extra written details of the condition of the room within 48 hours of signing this agreement.

Any damage or broken items including appliances in common areas or furnishing in your room after you move needs to be reported to the owner promptly. Reporting damage does not make you liable. Any damage to common property not intentional is the responsibility of the owner to maintain.

SECTION 5

\$30 per week included in the rent to cover electricity, gas and internet. If bills come above be prepared to share the extra costs with other occupiers on receipt of bills.

Water – included - You can't leave taps on unless they are in use.

Other bills and shared cost to be split by occupants upon receipt including any cleaning products, toilet paper, napkins etc Cleaning of common areas needs to be shared on an equal basis and on a regular basis by all occupants of the premises. Clean up as you go. If you don't clean, expect to pay the cost of a cleaner.

New Bedroom Key cut \$10 (incase lost of key)
Locked out of bedroom (ask for spare key location)
Mattress protector (provided) cost to replace \$50
Bed Cover (if provided) damaged or returned dirty \$100
Sheet set (if provided) damaged, returned soiled or dirty \$100
Pillows (not provided)

SECTION 6

House Rules and Additional Terms

You Occupy the Room at Your own Risk. You occupy and use the Room, Common Property and other parts of the Building and its facilities and services at Your own risk. You should consider taking out appropriate insurances plus

insurances for any of Your personal items held in the home.

You release the owner from any claims, injury, demands, loss or damage of any kind (including any personal injury or death or loss or damage to any personal items) to You and Your friends that might be suffered or incurred whilst in or in the vicinity of the house.

Wet floor sign displayed on bucket needs to be in use after usage of mop and bucket.

Condition of the Premises - The owner agrees to provide and maintain the premises so that they are in a reasonable state of repair, are reasonably clean and reasonably secure.

The owner agrees to keep all appliances in a safe working condition and replace items which are faulty.

The occupier must switch off all cooking appliances immediately after use including oven, cooktop, microwave and must not leave the kitchen unattended while food is cooking or baking.

No electric batteries associated with e bikes and e scooters are permitted to be charged on the premises. (for more info speak to the owner directly)

All occupiers need to share the duties to keep the common spaces free from rubbish and in a reasonably clean and tidy state at all times.

You agree to clean common areas including the kitchen after cooking and bathrooms after toilet, basin and shower usage which means leaving the toilet clean and in a usable state for the next occupant. Use the shower area with windows open and to dry the floor with the mop provided after showering.

You acknowledge that You and any of your friends visiting the home are **EQUALLY LIABLE** for any cleaning charges for the common spaces under this Agreement (including rubbish removal, excessive cleaning or damage).

The common area is not to be used by anyone other than the people who have signed an agreement to occupy. Study, cooking and party groups from people who don't live on the premises are not permitted to enter.

The bedroom must be aired out daily with windows and blinds open allowing adequate sunlight to prevent mould buildup except when heavy rain is forecasted. Black mould is very dangerous and drying of clothes in the room is a breach of this agreement. No cooking or boiling of water except in the kitchen. Rubbish needs to be removed from the bedroom daily as storing of rubbish and eating in your bedroom will lead to a rodent, roach and insect infestation.

Section 7

Not Permitted items and Safe Practices.

Not to store any personal items on common property without the approval of the owner including bicycles, camping stoves, gas cookers and anything combustable in a can or cylinder.

Bar fridges are not permitted to be brought into your room or the premises. Two fridges are supplied with freezer sections in the kitchen and living area. Foods need to be sealed and covered while storing in fridge. No poultry can remain in the fridge uncooked after unpacking it from it original foam or plastic containers. Food hygiene protocol needs to be adhered to. You are responsible to keep the fridge uncluttered and expired goods and items can't remain in the fridge. It is your responsibility to keep your section of the fridge clean and tidy and report any incidents to the owner or to other occupants if they are not following protocol.

Only Microwave oven safe dishes are permitted to be used. No foam containers permitted. Always read the label on the plate or container to see if it is microwave safe to use.

Mirowave ovens need to be cleaned with a wet sponge immediately after usage side to side, the internal sides, top and bottom. Build up of food in a microwave will cause a roach infestation in no time. Microwave ovens are not to be used in the bedroom. Only approved microwave oven by the owner to be used in shared areas.

Proper baking paper and foil needs to be used when baking or grilling in the oven. The oven needs to be cleaned immediately after it has cooled down.

Room heaters are not permitted as the house has a central heating system. No heqters permitted also for drying clothes in any room in the house.

You must not do anything in the Room or Common Areas that might result in a fire safety risk or hazard. For example, you must not: use candles, incense or oil burners, sparklers or any object that has either a naked or contained flame; store any flammable materials in the Room, common areas and Common Property.

Electric blankets – only approved by the owner and they must be switched off when leaving the room.

Electric fans – only approved by the owner and must be switched off when leaving the room.

No permitted are any electrical appliances found on the street permitted to

enter the premises including 2nd hand and used which could endanger the safety of the household. Electrical safety and roach infestation is a big problem with the above type of items.

No permitted any furnishing including soft and bedding permitted to enter the premises found on the street. Used items including second hand items pose a huge "bed bug and roach threat to the household.

Smoke Alarms & Fire Protection Equipment Under no circumstances may You remove, interfere with or obstruct any smoke alarm or any other fire protection equipment within this shared flat.

Section 8

Reasons for an Eviction Notice before agreed occupancy expires.

The occupant is entitled to know why and how this Occupancy Agreement may be terminated, and how much notice will be given before termination. The occupant may not be evicted without reasonable written notice from the owner. In determining what is reasonable notice, the proprietor may take into account the safety of other occupants. The owner and other occupants should try to resolve disputes using reasonable dispute resolution processes.

Violence or threats of violence towards anyone living or working in or visiting the premises will constitute an immediate notice to vacate.

Wilfully causing damage to the premises, or using the premises for an illegal purpose will constitute a next day to vacate notice.

Continued and serious breach of this Agreement or the occupancy rules, following 3 written warning will constitute 14 days notice.

Non-payment of the occupancy fee will constitute a 14 day notice from the last due date.

Any other reason, including vacant possession required and "no grounds" termination 4 weeks notice after expired occupancy agreement.

SECTION 10

Room Inspections & Quiet Enjoyment

Quiet Enjoyment - The owner and occupiers agrees to take all reasonable steps to enable the quiet enjoyment of the premises. 10pm is the curfew for loud noise between rooms and 12am Saturday nights. This is a non party house. No use of hot plates or oven permitted after 10pm – only light snacks. Quiet times will be exercised on Weekdays between 10pm - 7am. Saturday night – 12am – 7am Sunday night – 10pm – 7am No use of the washing machine after 10pm.

The current occupier of the room must allow an inspection at suitable times up to 4 weeks before vacating for people interested in occupying the room or the owner can arrange with an occupier at a suitable time to inspect the room. Under normal circumstances the owner or other occupiers are not permitted to enter other occupiers room without an invitation. The tennant must also allow at suitable times for repairs to the room and cleaning inspections . The tennant agrees to close windows and sliding doors to bedrooms in times of heavy rain, and rain periods associated with strong winds. If windows are left open the owner has the right to enter the room when the tennant is not present or can't be contactable to close any open windows or doors to protect the carpets and walls from getting water and flood damage.

The owner has the right as a live in occupier or not to provide cleaning and organising of common areas between 9am-5pm cleaning which may be required on any day.

Note: These premises are not a hostel or a hotel and there is no cleaner waiting in common areas on standby to clean up after any mess left by you or any of your uninvited friends. This acommodation may not suit your living standards to what you have been accustomed or familiar with. If you have never had to clean up after yourself in the past, please reach out to the owner to get guidance on what is required from you to keep proper order, in order to keep the common areas in a respectful and clean manner. If you have never used a washing machine or a cooktop or oven or perhaps changed bed sheets please ask for assistance.

SECTION 11

Condition Report

The owner agrees to split the costs with occupier of the room for any damage which is caused except damage caused intentionally. The owner will produce receipts if any items need replacement with items of the same model or price range to the original for items which are not covered by fair wear and tear. The landlord must indicate whether the following apply to the residential premises:

1. Are the premises structurally sound? Yes

2. Yes No Note. Premises are structurally sound only if the • floors, ceilings, walls, supporting structures (including foundations), doors, windows, roof, stairs, balconies, balustrades and railings are i) in a reasonable state of repair, and ii) are not liable to collapse because they are rotted or otherwise defective, and • floors, ceiling, walls and supporting structures are not subject to significant dampness, and • roof, ceilings and windows do not allow water penetration into the premises. YES TO ALL OF THE ABOVE – B.F 2.

2. Does the premises have adequate:

3. a) natural or artificial lighting in each room (excluding storage rooms Yes or garages)?

4. b) ventilation? Yes

5. c) electricity outlet sockets for the supply of lighting and heating to the premises, and for the use of appliances in the premises?

6. d) Plumbing and Drainage ? Yes

3. Utilities . Are the premises:

a) supplied with electricity? Yes

b) supplied with gas? Lpg gas for hotwater in outside removable container.

c) connected to a water supply service or infrastructure that supplies water (including, but not limited to, a water bore or water tank) that is able to supply to the premises hot and cold water for drinking and ablution and cleaning activities? Yes

4. Does the premises contain bathroom facilities, including toilet and washing facilities that allow privacy for the user?

Yes

5. Does the occupier agree with all of the above? Yes No If no, specify which items:

items

items

items

HEALTH ISSUES The owner must indicate whether the following apply to the residential premises:

a) Are there any signs of mould and dampness? No

b) Are there any pests and vermin? No

c) Has any rubbish been left on the premises? No d) Are the premises listed on the Loose-Fill Asbestos Insulation Register? No

SMOKE ALARMS The owner must indicate the following:

1. Have smoke alarms been installed in the residential premises in accordance with the Environmental Planning and Assessment Act 1979 (including any regulations made under that Act)? YES

2. Have all the smoke alarms installed on the residential premises been checked Yes and found to be in working order? Date last checked: 09/01/2026

3. Have the removable batteries in all the smoke alarms been replaced within the last 12 months, except for removable lithium batteries? N/A
Date batteries were last changed: No
4. Have the batteries in all the smoke alarms that have a removable lithium battery been replaced in the period specified by the manufacturer of the N/A smoke alarm? Date
batteries

4.

OTHER SAFETY ISSUES The owner must indicate whether the following apply to the residential premises:

1. Are there any visible signs of damaged appliances (if appliances are included as part of the occupancy)?

No
2. Are there any visible hazards relating to electricity (e.g. a loose or damages No electricity outlet socket, loose wiring or sparking power points)?

No
3. Are there any visible hazards relating to gas (e.g. a loose or damaged Yes No gas outlet socket or an open-ended gas pipe or valve)? No
4. Does the occupier agree with all of the above? If no, specify which items:

items

items

items

COMMUNICATION FACILITIES The owner must indicate whether the following facilities are available:

a) a telephone line is connected to the residential premises No

b) an internet line is connected to the residential premises Yes
Approximate dates when work last done on residential premises
Installation repair or maintenance of smoke alarms: / 2018

Painting of premises (external): / 2018

Painting of premises (internal): 30/08/2025

Carpet Replaced – 2018

Tiles Replaced – 2018

Sliding Doors – 30/10/NER'S PROMISE TO UNDERTAKE WORK: [If applicable]

The landlord agrees to undertake the following cleaning, repairs, additions or other work during the tenancy: YES to do extra cleaning in common areas on a need to do basis. Keep everything in good working order and to remind occupiers of what they need to contribute as per the agreement

PHOTOGRAPHS/VIDEO RECORDINGS OF THE PREMISES please attach

Condition Report at START of tenancy dated Owner Occupier Condition Report at END of tenancy Owner Occupier.

Attached is the condition Report as a incorporated document.

By signing your name on this "common occupier contract" means you have read and understood the contents and agree to follow the rules of the accomodation provided during your stay.

Owner Signature

Dated

Occupier Signature

Dated