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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

Share house agreement for a boarder/lodger

The Agreement refers to your stay in an allocated "single room" at the following address (below) for 1 person with shared common areas and facilities.

Address -

Property owner's details who is offering the "single room"

Owner's name -

Address -

Email -

Mobile -

Name and contact details for property maintenance -

Building Type - Strata Complex with common property and grounds.

NSW Planning Portal - PID-STRA-37773

Short term Rental Accommodation (STRA) provider

Non smoking in or on the property (includes vaping)

Boarder/Lodger Details

Full Name -

Current or alternative address -

Email Mobile -

Landlord viewed tenant's ID -

Room Name -

Shared Facilities -

Room 1 Right side backyard aspect
Room 2 Left side backyard aspect
Room 3 Front room facing street

Names of all the people who live in the property :

Room 1 -
Room 2 -
Room 3 -

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 boarder/lodger with a written receipt for all money paid to the owner, including money paid for any 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) -

Move out date will be the **minimum term date** specified by this agreement or the **move out date** specified by this agreement - unless **under Reasons for an Eviction Notice before agreed Boarder/Lodger expires Section.**

4 weeks notice needs to be given before the agreed move out date.
The move out date can only be extended with the owner's permission and subject to terms and conditions.

End of Boarder/Lodger Date (no later than 10am check out) -

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

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

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 boarder/lodger. Security bond can not be used to pay the last 2 weeks rent at the end of this agreement. If the boarder/lodger refuses to pay the last two weeks rent a notice of termination will be issued to end this boarder/Lodger agreement. You will be given 48 hours to move out. Security bond can be refunded upon inspection of the room with both parties present less any room cleaning fees and damage which is not considered fair wear and tear. The owner may elect another person to do the final inspection in the absence of the owner. The bond will need to be refunded within 7 days of vacating by the method paid by the boarder/lodger less any transactional fees to overseas bank accounts.

All rental needs to be paid up until the day the boarder/lodger 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. 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. Not doing a final cleaning of the share or individual bathroom, kitchen, common areas, food cabinets and fridge. Anything left behind will incur a disposal fee.

SECTION 4

Damage Report

All damage, what so ever, needs to be reported in the inspection report of the room within 48 hours of signing this Boarder/Lodger 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 - in - 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.

Intentional damage for example removing hot trays from the oven and saucepans onto the direct contact with the benchtops in Kitchen will be classified as a breach of this agreement.

SECTION 5

Bills Included up to \$25 per week per person.

Electricity – included, except for room heaters, clothes dryers, electric blankets and leaving on the oven to heat the rooms.

We will let you know via the app about spikes in electricity charges which go well above the daily normal usage.

You will need to notify the owner if you require a heater as a safe heater can be supplied. Heaters not approved by the owner can not under any circumstances be brought into the room. Charging of electric bikes and scooter batteries is not permitted within the confines of the living area in the unit.

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

Internet – included

Cost to Replace Keys

Main door restricted common key to building lost or damaged cost price \$120.

Main door restricted key to front door \$75 Bedroom key cut \$10

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Other bills and shared cost to be split by occupants upon receipt including any cleaning agreed such as fortnightly mopping of the floor, fortnightly cleaning of the bathrooms and laundry area. 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.

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 contents insurance for any of Your personal items held in the flat.

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 guests and invitees that might be suffered or incurred whilst in or in the vicinity of the unit.

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 boarder/lodger must switch off all cooking appliances immediately after use including oven, cooktop, microwave and must not leave the flat 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 boarder/lodger. Use the shower area with windows open and to dry the floor with the mop provided after showering.

You acknowledge that You and your other boarders/lodgers are EQUALLY LIABLE for any cleaning charges for the common spaces under this Agreement (including rubbish removal, excessive cleaning or damage).

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. Boarders/Lodgers need to keep a level of hygiene in order to keep the room and common areas in a way which does not effect the comfort of any other Boarders/lodgers. You will need to at least every month wash linen to your bedding and at the same time let the mattress air out with sunlight. Storing wet or unwashed clothes and street shoes or sneakers in the bedroom is not permitted. You will also need to wash your personal clothes items on a regular basis. 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 subject to specific rules:

Prohibited Heaters: Heaters with exposed elements, small fan heaters, and bar heaters are not allowed due to fire safety risks

Allowed Heaters: Only enclosed column heaters with a maximum capacity of 1,200 watts are permitted, and their use requires prior consent from the owner.

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 or any object that has either a naked or contained flame; store any flammable materials in the Room, common areas and Common Property, Our written permission to keep; or misuse heaters in any manner that would be a fire hazard. This includes drying clothes on or close to heater(s), or heaters being placed close to curtains and soft furnishings.

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.

Not 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.

Not 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 Boarder/Lodger expires.

The boarder/lodger is entitled to know why and how this Boarder/Lodger Agreement may be terminated, and how much notice will be given before termination. The boarder/lodger 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.

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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 Boarder/Lodger rules, following 3 written warning will constitute 14 days notice.

Non-payment of the Boarder/Lodger fee will constitute a 14 day notice from the last due date OR Security bond can not be used to pay the last 2 weeks rent at the end of this agreement. If the boarder/lodger refuses to pay the last two weeks rent a notice of termination will be issued to end this boarder/Lodger agreement. You will be given 48 hours to vacate.

SECTION 9

Strata Living

Please read the link on living in a strata community before signing this agreement.

<https://www.nsw.gov.au/sites/default/files/noindex/2024-11/living-in-strata-guide.pdf>

The boarder/lodger will need to adhere to the rules and regulations on strata living if the unit is under this scheme as well as extra by laws added by the body corporate. If the owner gets a streak of breaches in regards to a boarder/lodger the owner will remind the boarder/lodger about building rules which may include noise restrictions, smoking policy and waste handling.

Reason for Termination by boarder/lodger End of Boarder/Lodger agreement date – 4 weeks notice before – both parties. The boarder/lodger can no longer pay the rent associated with occupying the room. 2 weeks notice. The occupier feels the rules in the house do not suit their lifestyle. 2 weeks notice. The boarder/lodger feels unsafe with living with other occupiers or owner. 2 weeks notice.

SECTION 10

Room Inspections & Quiet Enjoyment

Every 4 weeks the owner or a servant of the owner can arrange with the boarder/lodger a room inspection.

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. You are responsible to clean up after your guests and check that they have left the toilet in a clean and respectable manner so other occupiers are not inconvenienced. Approval of the owner is required for get to together with more than 2 outside guests. No use of hot plates or oven permitted after 10pm – only light snacks. Quiet times will be exercised between Weekdays – 10pm-7am Saturday night – 12pm – 7am Sunday night – 10pm – 7am No use of the washing machine and clothes dryer after 10pm as it is situated on common property and is a strata bylaw.

The current boarder/lodger of the room must allow an inspection at suitable times up to 2 weeks before vacating for people interested in occupying the room. Under normal circumstances the owner or other occupiers are not permitted to enter other occupiers room without an invitation. The boarder/lodger must also allow at suitable times for repairs to the room and cleaning inspections. The boarder/lodger 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 boarder/lodger 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 boarder/lodger to provide cleaning and organising of common areas between 9am-5pm cleaning which may be required on any day. The owner has the licence through the department of fair trading PID-STRA-37773 to conduct short term accommodation. Sometimes new guests on a short term basis might be occupying rooms. In these times the premises will need regular common area cleans by the owner or a cleaning contractor which the owner covers the costs.

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 friends. This accommodation 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 please ask for assistance.

SECTION 11

Condition Report

The owner agrees to split the costs with boarder/lodger 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? No
- 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 boarder/lodger 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 are 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: 30/08/25
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

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 Boarder/Lodger)? 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 boarder/lodger 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: / 02/ 08/25
Painting of premises (external): / / ?
Painting of premises (internal): 30/08/2025
Carpet Replaced – 30/08/2015 Kitchen
Tiles Replaced - 30/08/2005 Bathroom Tiles – Original Windows Replaced and Sliding Doors – 30/10/2024
- OWNER'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 boarder/lodger Condition Report at END of tenancy Owner boarder/lodger.

Attached is the condition Report as a incorporated document.

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

"Payment of the initial monies due under this Agreement, followed by the Owner's issuance of a receipt, shall constitute full and binding acceptance of all terms herein by both the Owner and the Boarder/Lodger. A physical signature is not required to create a legally binding contract; the acts of payment and receipt acknowledgment serve as conclusive evidence of mutual consent."

Owner Signature

Dated

boarder/lodger Signature

Dated