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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 Flat- Details of Owner Landlord and Occupier.

Address - 1/1a-3 Lorne Ave

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

Owner's name -

Address - 1/1a-3 Lorne Ave Kensington NSW 2033

Email -

Mobile -

New flatmates viewed landlord's ID -

Name and contact details for property maintenance - Ben Feld

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)

New flatmate's Occupier Details

Full Name -

Current or alternative address -

Email Mobile -

Landlord viewed tenant's ID -

Address -

Room Name -

Shared Facilities -

Room 1 furnished

Room 2 furnished

Room 3 furnished

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 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) -

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 -

Holding Deposit and Terms of Refund and withdrawal by both Parties

Holding Deposit \$500 to secure room up to 6 weeks before arrival with receipt.

Full deposit refund within 14 days notice of commencement.

50% deposit refund within 7 days notice of commencement.

Holding Deposit to be deducted off 1st Payment.

The landlord or owner has the right to withdraw from this agreement up till 2 weeks before the commencement date with a full refund to the occupier.

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 with both parties present less any room cleaning fees and damage which is not considered fair wear and tear by same method it

was paid. 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. Rent which has not been paid may be taken out of the 2 weeks bond fund. 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. Since most of our occupiers are students the rooms come fully furnished for their conveniences.

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

Bills Included and Other bills & Extras

Electricity – included, except for room heaters.

Running a 1.2kw room heater 5 hours a day will cost $1.2 @ .45 = 0.54c$ per hour. You may check the app to see the spikes in electricity using the heater. We will share average cost per day of electricity before signing contract.

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
.

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 occupier 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 occupant. 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 occupiers 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. 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.

Microwave 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.

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.

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 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 occupier 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 occupant the owner will remind the occupant about buiding rules which may include noise restrictions, smoking poicy and waste handling.

Reason for Termination by Occupier End of Occupancy agreement date – 4 weeks notice before – both parties. The occupier 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 occupier feels unsafe with living with other occupiers or owner. 2 weeks notice.

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. 10 pm 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 occupier of the room must allow an inspection at suitable times up to 4 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 tenant must also allow at suitable times for repairs to the room and cleaning inspections. The tenant 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 tenant 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. 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 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? 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 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: 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 occupancy)? No
2. Are there any visible hazards relating to electricity (e.g. a loose or damaged 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 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: / 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 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
accommodation provided during your stay.

Owner Signature

Dated

Occupier Signature

Dated