

LODGING AGREEMENT

Between

Proprietor	
Resident	

For

Room	Address
	2/19 Jauncey Place Hillsdale NSW 2036

The resident's room is: furnished

(Single + twin: single bed, single mattress, desk, office chair; double: queen bed, queen mattress, bedside table, desk, office chair)

Other areas of the premises which are available for use by the resident

Kitchen Bathroom Common room Laundry

Term of Contract

Commencement Date	Term of Agreement	Occupancy Fee	To be paid
		\$ per week	

Proprietor's Contact Details	
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Occupant's Contact Details	
Emergency Contact: (Name + phone)	
Next of Kin: (Name + phone)	
Passport number: (If international)	
Date of Birth:	

AGREEMENT TERMS

1. Condition of the Premises

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.

2. House Rules

The resident agrees to comply with the House Rules of the boarding house, which are listed on the attached "Statement of House Rules".

3. No Penalties

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

4. Quiet Enjoyment

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

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 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	<i>Suggested Notice Period</i> <i>examples of reasonable notice periods - this notice period applies if the next column is left blank</i>	Notice to be given under this occupancy agreement (if different)
In an emergency, or to carry out emergency repairs or inspections	<i>Immediate access</i>	<i>Immediate access*</i>
To clean the premises	<i>24 hours</i>	
To carry out repairs	<i>24 hours</i>	
To show the room to a prospective resident	<i>24 hours</i>	
To carry out inspections	<i>48 hours</i>	

* Immediate access is likely to be necessary in this situation for safety reasons.

6. Notice of Fee Increase

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

7. Utility Charges

Utilities are factored into the weekly rent amount. The proprietor may charge an additional amount for utilities if the resident has carelessly overused such utilities.

8. Security Deposit

A security deposit of \$_____ is payable to the proprietor, this amount being no more than the sum of two (2) weeks occupancy fee. The security deposit is payable on the day the agreement is signed 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;
- 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

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.

10. Written Receipts

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.

11. Termination

The resident is entitled to know why and how this 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. If the third column is left blank, the suggested notice periods set out in the second column will apply.

Reason for Termination by Proprietor	<i>Suggested Notice Period</i> <i>examples of reasonable notice periods - this notice period applies if the next column is left blank</i>	Notice to be given under this occupancy agreement (if different)
Violence or threats of violence towards anyone living or working in or visiting the premises	<i>Immediate</i>	<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>4 weeks</i>	

*Immediate termination is likely to be necessary in this situation in order to protect other residents and employees.

Reason for Termination by Resident	<i>Suggested Notice Period</i> <i>examples of reasonable notice periods - this notice period applies if the next column is left blank</i>	Notice to be given under this occupancy agreement (if different)
Serious breach of Agreement by proprietor	<i>1 day</i>	
Minor breach of agreement by proprietor	<i>1 week</i>	
No grounds/Any other reason	<i>1 week</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.

Signed: _____

Proprietor

Signed: _____

Occupant

Date: _____

Date: _____

HOUSE RULES

1. Be kind and courteous to fellow occupants. Do not use or move their belongings without first asking them.
2. Clean the bathroom and kitchen after using. Space in the kitchen cupboards and fridge can be worked out between occupants.
3. Keep your personal belongings in your bedroom unless otherwise agreed between occupants.
4. Do not consume meals in your rooms – this is a hygiene and pest issue.
5. Ensure all electrical appliances (kitchen or otherwise) you bring and use are only used when supervised.
6. Maintaining a clean and tidy room (or part of room if in twin share) is your responsibility. Change all bed linens regularly to prevent soiling and spoiling of mattresses. Regularly dust, vacuum, mop floors and remove rubbish. Council garbage bins are located behind the apartment building near the clotheslines. These are shared between all residents in the building, be kind and courteous and follow the bin rules (red = general, yellow = recycling, green = garden).
7. Ensure your room is aired – open the window and shutter.
8. Ensure any spills are cleaned immediately as these can easily damage the flooring.
9. The clothes lines are shared with all residents in the building – be kind and courteous – remove laundry when dry and don't take up the entire space.
10. Wipe out the washing machine after use, ensure it is clean for the next occupant to use.
11. Keep all noise down between 9 pm and 9 am – there are young families that live in the building and are entitled to the respect of quiet enjoyment.
12. Always ensure the building door is kept closed – this is a strata requirement for the safety of all residents.
13. Report all damages, malfunctions, repair or maintenance concerns immediately.
14. It is encouraged to remove shoes at the entry of the apartment to avoid unnecessary soiling of the floors.

Local Information

Woolworths, Aldi, Australia Post, Chemist Warehouse, TK Maxx and a number of other shops can be found by walking through the laneway between 20 and 22 Jauncey Place. Other shops (such as Kmart, Big W, Coles, cinema, banks, Services Australia etc, are also located at Westfield Eastgardens approx. 1 km away).

The bus stop can be found by walking to the end of the cul-de-sac, up the laneway to Bunnerong Road, and turning left (out the front of 266 Bunnerong Rd).

There are a number of restaurants, cafes and other shops located a short walk away in Matraville.