

Occupancy Agreement

Between

UKO	
First Occupant	
Second Occupant	

For

Room/Studio No.	
Address	UKO Rosebery, 2-4 Magari Street, Rosebery, NSW 2018

*Only the above named parties have the right to reside in the above mentioned property.

	Unfurnished	Furnished
The residents room is		

Term of Agreement:

The term of this agreement is –

Commencement Date	
Term of agreement	
Weekly Occupancy Fee/Rent \$	
To be paid	On Mondays fortnightly in advance following UKO rental cycle
Additional Weekly Charges	

Agreement Terms

1. CONDITION OF THE PREMISES

UKO 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 property.

3. INSPECTIONS AND ACCESS

UKO may inspect common areas at any reasonable time. Repairs, cleaning and maintenance of common areas can be carried out at reasonable times. UKO will 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 to be given under this Agreement
In an emergency, or to carry out emergency repairs or inspections	Immediate Access
To clean the premises	24 hours
To carry out repairs	24 hours
To show the room to a prospective resident	24 hours
To carry out inspections	48 hours

4. NOTICE OF FEE INCREASE

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

5. SECURITY DEPOSIT

A security deposit is payable to UKO, 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 if agreed to by UKO. The security deposit will be repaid to the resident (or the resident's authorized representative) within 14 days after

the end of this agreement, less any amount necessary to cover: a) the reasonable cost of repairs to the apartment or goods within the property, as a result of damage (other than fair wear or tear) caused by the resident or their resident; 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 UKO.

6. PAYMENTS BY THE RESIDENT

The resident must pay a \$100.00 card replacement fee for any lost keycard (which provides the resident with access to the property). Rent must be paid fortnightly and in one transaction to UKO.

7. ROOM CONDITION

All residents must keep their studio in good condition, repair and cleanliness. Each resident must fill in a condition and inventory report when they move in, this will be supplied by UKO at the point of signing this Agreement. This must be returned electronically or in person within 3 days of the commencement of this Agreement. This document will be used when a UKO representative does the outgoing inspection. Any damages or lost goods or room restoration costs including cleaning will be withheld or debited from the security deposit.

8. BEHAVIOUR, CLEANLINESS AND GOODWILL

The resident understands and agrees that there may be a Community Host appointed to manage the 'day to day' running of the property. For properties with a Community Host, the resident will comply with all reasonable requests from the Community Host in relation to cleanliness and behaviour which are outlined in this Agreement. If the resident or the resident's invitees behave in such a way to result in complaints from other occupiers of the property, any neighbours, the Council or the Police, they may be requested by UKO to vacate the premises immediately and security deposit may be withheld. The resident agrees there are no pets of any kind permitted in the property. All residents and visitors are expected to drink responsibly. Residents are solely responsible for the conduct of their friends or visitors.

At the end of the lease, all residents must leave the unit in the same cleaning conditions found at the commencement of the agreement. To guarantee cleaning standards, UKO outsources professional cleaning services. It is recommended to use the same services to avoid paying unnecessary cleaning fees. If the room isn't found in the same conditions, the below cleaning fees will be taken from the security deposit.

Service	Cost
1 Hour cleaning (Min. charges)	\$250
2 Hours Cleaning	\$400
Hourly rate afterward	\$100 per hour

9. SUSTAINABILITY

At UKO, we are committed to fostering sustainable communities. As part of your lease, standard utility usage is included, and we encourage you to follow these sustainability tips to reduce your environmental footprint:

- Turn off the lights: Always switch off lights when leaving your unit or communal spaces to save energy.
- Reduce water usage: Consider timing your showers or using a shower timer to conserve water.
- Unplug devices: Avoid energy waste by unplugging devices and turning off appliances and electronics when not in use.
- Optimize air-conditioning and heating: When you're not in your unit, make sure to switch off air-conditioning and heating. For energy efficiency, set your AC to 22-24°C in summer and 18-20°C in winter. Utilise natural ventilation whenever possible.
- Prevent mould: Keep windows open or use ventilation fans when cooking, showering, or drying clothes indoors to reduce moisture buildup and avoid mould growth.
- Maximise natural light: Open your blinds and enjoy natural sunlight before turning on the lights.
- Recycle correctly: Sort your waste properly into the designated bins to support recycling efforts.

10. DISPUTE RESOLUTION

UKO and the resident agree to use their best endeavors 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 Agreement.

11. TERMINATION

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 UKO.

This Agreement can also be terminated by the resident by written notice given to UKO. Agreed reasons for termination and notice periods are set out below. If the resident fails to terminate Agreement within the notice period, the resident is required to pay the Occupancy Fee in lieu of Agreement notice period.

Reason for Termination by UKO	Notice to be given under this Agreement
Violence or threats of violence towards anyone living or working in or visiting the premises.	Immediate
Wilfully causing damage to the premises or using the premises for an illegal purpose.	1 Day
Continued and serious breach of this Agreement or the house rules, following a written warning.	3 Days
Non-payment of the occupancy fee.	1 Week
Any other reason including vacant possession required and "no grounds" termination.	4 weeks

Reason for Termination by Resident	Notice to be given under this Agreement
Breach of Agreement by UKO	1 week
No grounds / any other reason	4 weeks

12. INSURANCE

Please note that whilst the building has insurance this does not cover your personal items.

13. USE OF THE PREMISES

The resident agrees not to willfully 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. The resident is aware that the approved trades people should only be contacted if the issue cannot wait until 8am of the next working day and all efforts have been made to contact the UKO Community Manager beforehand.

14. INSECT

The resident is aware that they must carry out a check for cockroaches, mosquitos, spiders, or bed bugs on commencement of this Agreement. It is the resident's obligation to inspect and report back any sightings. In the unlikely case UKO will immediately rectify but will not compensate the Resident if occurrences are detected after 14 days of moving into a studio. The Resident understands that they will be charged from the security deposit the cost of repairs or replacement of furniture or appliances or fixtures that were lost, damaged or broken during their agreement term. All kitchen items are chargeable. UKO reserves the right to charge for any broken or lost item.

15. INDEMNITY AND RELEASE

The resident hereby release, indemnify and hold harmless the owner and UKO from and against all actions and claims which may be made by the resident or on the resident’s behalf by other parties for or in respect of or arising out of any injury, loss, damage or death caused to the resident’s property or to the resident, whether by negligence, breach of contract, or in any other way whatsoever during the period of occupation of the premises as a resident.

16. MAINTENANCE, REPAIRS AND DAMAGES

All maintenance, repair and damage requests (except in case of emergency) must be submitted in writing to the maintenance website. In the event of an urgent repair out of office hours the resident is aware that they should contact the Landlord’s approved trades people for assistance. The resident must provide access to representatives of the Landlord for the purpose of effecting repairs.

This Agreement (details of which are noted on this page and the following pages) is made between the above Residents and UKO whereby it is agreed that in signing this document both parties are bound by its entire terms. I agree that this Agreement will expire on the date stated above unless I depart earlier with notice as required under this Agreement. I also understand that my room may be re-let from the agreement end date. I am aware that I may request an extension to my Resident Agreement however this is dependent on the availability of my assigned studio and end date.

17. FIRE SAFETY

The resident agrees there is NO smoking in any area of the property. If a resident is caught smoking a \$250 cleaning fee will be charged. If the smoke alarms and/or sprinklers are activated by a resident, the resident agrees to pay the full cost of a call out fee charged by the NSW Fire Brigade.

Large batteries like the ones used in e-scooters, e-bikes, and power-tools, should only be charged in the garage, shed or carport, away from living spaces and exits. NOT IN THE RESIDENT’S ROOM. If a resident is caught charging lithium-ion battery inside the unit, a \$250 fire safety fine will be charged.

Signed by UKO

UKO Representative	
Signature:	
Date:	

Signed by the RESIDENT

First Occupant	
Signature:	
Date:	

Second Occupant	
Signature:	
Date:	

House Rules

GENERAL RULES OF CONDUCT

- **Disrespectful behaviour toward other residents or staff will not be tolerated** and may result in termination of your tenancy agreement.
- **All tenants are entitled to the quiet enjoyment of their home.** This includes being free from disturbances that interfere with peaceful living.
- **Physical altercations or verbal abuse** will result in immediate eviction.
- **Harassment in any form**, whether verbal, physical, or written, will not be tolerated and may lead to immediate eviction without notice.
- **All tenants must show respect for others' property** and avoid any actions that could cause damage or theft.
- **Noise must be kept to a minimum after 10:00 pm** to ensure a peaceful environment for all residents.
- **Common areas are monitored 24 hours a day by CCTV for security purposes.** However, private areas such as bedrooms and bathrooms are not under surveillance, respecting tenants' privacy.
- **Building a Positive Community:** Residents are encouraged to foster a respectful and supportive living environment that promotes cooperation and goodwill among all. Embracing diversity and treating one another with courtesy will help create a harmonious community for everyone.

ABOUT YOUR AGREEMENT

- **Condition Report and Inventory:** All residents must complete a condition report and inventory checklist upon arrival, detailing room items and noting any existing damage. This condition report must be submitted within five working days. If not submitted, the room will be assumed to be in perfect condition.
- **Each resident is required to occupy the studio assigned to them under their tenancy agreement.** Changing studios is not permitted without prior authorization from UKO management.

- **Overnight Guests: Tenants must notify management in advance of any overnight guests and are responsible** for their compliance with all house rules. Guests may not stay for more than 5 consecutive nights without prior approval from management.

COMMUNAL AREAS AND BATHROOMS

- **Smoking:** Smoking products, including cigarettes, cigars, e-cigarettes, and other smoke-producing devices, are strictly prohibited in studios, common areas, hallways and the entry and exit points of the building. Violators will face a \$250 fine.
- **Kitchen and Communal Area Maintenance:** All residents must keep kitchen and communal areas clean and tidy. A fee of \$50 will be charged for failure to maintain cleanliness, and residents found responsible may be identified through surveillance cameras. Dishes left unwashed will be removed, and proper disposal of rubbish is required.
- **Food Storage Guidelines:** UKO is not responsible for food stored in common fridges. It is recommended to use lockable refrigerator bags, and food may only be stored in the fridge for up to one week and in the freezer for up to two weeks. Residents must monitor their cooking and ensure all appliances are turned off when not in use.
- **We do not allow pets to stay at the property.**
- **No personal belongings should be left in common areas** as you are sharing your living space with other residents. Community Managers and House Managers have been given authority to discard any items found lying around in the common areas.
- **Rubbish Disposal:** Tenants are responsible for properly disposing of their rubbish and must not leave it at their door or outside the bins provided. Residents should also refer to the bin collection dates before taking rubbish out and ensure that no rubbish is left in outside bin areas.
- **Recycling is mandatory.** Tenants must separate recyclables (paper, plastics, and glass) from regular waste and place them in the appropriate bins provided. Failure to comply will result in a \$30 fine for improper disposal.

- **If you lock yourself out or lose your key, please contact the number in your welcome booklet sent to you on your arrival.** Please be advised that this service incurs a fee.
- **Health Guidelines:** Residents are required to adhere to local health guidelines, to ensure the well-being of all tenants. It is essential to maintain proper hygiene practices, particularly in shared spaces, to promote a safe and healthy living environment for everyone.

BEDROOMS AND STUDIOS

- **Residents are responsible for maintaining the cleanliness and tidiness of their rooms and studios** throughout the duration of the tenancy agreement.
- **Room Modifications:** Tenants may not make any alterations or personalization to their rooms, such as painting or installing fixtures, without prior written approval from management. Damage to walls or furniture will incur repair costs deducted from the security deposit, and unauthorized modifications may result in charges for restoration upon move-out.

MAINTENANCE

- **Non-Urgent Repairs:** All maintenance issues must be reported promptly through the UKO Resident Portal or App, or directly to the Community Manager, to ensure timely attention and resolution.
- **Urgent Repairs:** For immediate emergency maintenance outside of regular hours, please contact the approved tradespeople listed in your property Welcome Booklet provided at check-in. Urgent repairs include a burst water service, a serious roof leak, a gas leak, a dangerous electrical fault, serious flood damage, a breakdown of the hot water service, and a fault or damage that makes the property unsafe or insecure. Urgent repairs outside normal business hours will be at your own expense unless it is deemed to be under valid urgent circumstances.

FIRE SAFETY –

- **If the smoke alarms and/or sprinklers are activated, and it is found to be a false alarm** the resident responsible will be instructed to pay the full cost of a call-out fee charged by the NSW Fire Brigade. The fee is \$1936.
- **Battery Charging Guidelines:** Charge batteries only on hard, non-flammable surfaces in designated areas (garage, shed, carport) for large batteries. Charging lithium-ion batteries in resident rooms is prohibited, and violations will incur a \$250 fire safety fine. Do not charge or use devices that are cracked, dented, punctured, or crushed. Always disconnect devices once fully charged, and do not charge batteries while sleeping, when not at home, or while in bed.
- **Safety Precautions:** Do not charge batteries while sleeping or when you are not at home. Once a device is fully charged, disconnect it from the charger. Never use and charge devices simultaneously while in bed.
- **Emergency Exits:** Residents are required to familiarize themselves with the locations of emergency exits and fire equipment. Regular fire drills will be conducted to ensure all residents are prepared for emergencies. Participation in these drills is mandatory.
- **Fire doors** are critical safety features designed to prevent the spread of fire and smoke, facilitating safe evacuation during emergencies. Interfering with fire doors, such as propping them open, disabling self-closing mechanisms, or obstructing their operation, is a breach of fire safety regulations and may result in termination of your tenancy agreement.

Signed by UKO

UKO Representative	
Signature:	
Date:	

Signed by the RESIDENT

First Occupant	
Signature:	
Date:	
Second Occupant	
Signature:	
Date:	

Rent Arrears Management Procedure

At UKO, we understand that unforeseen circumstances can sometimes lead to delayed rental payments. While this may not apply to you—since most residents make their payments on time—it’s important for us to inform you of the process should such a situation arise. We will do our best to accommodate any exceptional circumstances that may cause late payments. However, we must follow a strict arrears management procedure to ensure timely resolution of overdue payments and safeguard the Landlord's investment. If you find yourself falling behind on rent or foresee any difficulties in making a payment, please contact your community manager as soon as possible to discuss your situation. Open communication helps us work together to find a solution.

These steps outline our arrears management procedure and will be initiated at the designated times:

3 Days in Arrears: A reminder will be sent via email, phone call, or message.

7 Days in Arrears: A Non-Payment of Rent Termination Notice will be issued, providing 7 days' notice to vacate the premises.

Non-Payment Termination Notice

This notice serves to inform you that you are not required to vacate the residential premises if you:

1. Pay all outstanding rent owed by the due date, or
2. Enter into and fully comply with a Rent Repayment Plan agreed upon with the Landlord.

Vacating the Property:

If your rent arrears are not remedied by the expiry date specified in this notice, you will be expected to vacate the property by that same date. Please note that upon receiving a third termination notice, you will be required to vacate the premises and pay all arrears, with no opportunity to extend the rental agreement.

Post-Vacation Arrears:

Should any outstanding rent or fees exceed the bond amount after you vacate the premises, your details may be listed on a Tenancy Database, such as:

- TRA – Trading Reference Australia
- TICA – Tenancy Information Centre of Australia
- NTD – National Tenancy Database

This listing will only occur with an order from the CTTT (Consumer, Trader and Tenancy Tribunal). You will be given the opportunity to settle all outstanding debts before your information is recorded in any tenancy database.

Resident Confirmation:

By signing below, you confirm receipt of this document and acknowledge your understanding of the procedures outlined above.

Signed by the RESIDENT

First Occupant	
Signature:	
Date:	
Second Occupant	
Signature:	
Date:	