

Raine & Horne Kingsford Occupancy Agreement – Boarding Houses
For general boarding houses under the Boarding Houses Act 2012

Proprietor	Apex Investment Holding Pty Ltd
Resident	«Tenancy_Primary_FullName»

Room	Address
«Property_PropertyAddressLine1»	«Property_PropertyAddressLine2» «Property_PropertyAddressLine3»

The residents Room is: Unfurnished ☐ Furnished ☒ As per condition report (Furniture List)

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

Kitchen/s ☒ Bathroom/s ☒ Common room ☐ Laundry ☒

Other: N/A

Term of Contract

Commencement Date	Term of Agreement	Occupancy Fee	Security Deposit
«Tenancy_LeaseStartDate»	«Tenancy_LeaseEndDate»	«Tenancy_RentAmount» pw / pm	«Tenancy_BondAmount»

AGREEMENT TERMS

1. Condition of the Premises (refer to occupancy principle

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 (refer to occupancy principle 2)

The resident agrees to comply with the House Rules of the boarding house, which are listed on the attached "Statement of House Rules." House rules may not be inconsistent with the Occupancy Principles stated in Annexure 1, and are not enforceable if they are inconsistent.

3. No Penalties (refer to occupancy principle 3)

The resident is not required to pay a penalty for a breach of the occupation agreement or a breach of the rules.

4. Quiet Enjoyment (refer to occupancy principle 4)

The proprietor agrees not to cause or permit any interference with the resident's quiet enjoyment of the premises.

5. Inspections and Access (refer to occupancy principle 5)

The proprietor may 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.

Reason For Access	Notice Period
In the case of an Emergency, including emergency repairs	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

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

6. Notice of Fee Increase (refer to occupancy principle 6)

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

7. Utility Charges (refer to occupancy principle 7)

The proprietor may charge an additional amount for utilities if the resident is made aware of this on signing this agreement. Details of the charge, including how the charge will be calculated, are included in Annexure 2, and Annexure 2 must signed and dated by the resident and the proprietor.

Charges for utilities must be based on the cost to the proprietor of providing the utility and a reasonable measure or estimate of the resident's use of that utility.

8. Security Deposit (refer to occupancy principle 8)

The proprietor is entitled to receive a security deposit of «Tenancy_BondAmount» this amount being no more than the sum of four (4) weeks occupation fee. The security deposit is payable on the day the agreement is signed. The security bond will be returned to the resident when s/he moves out of the boarding house within 14 days of the agreement ending unless it is claimed by the proprietor for a particular reason allowed for in the *Boarding Houses Act 2012(NSW)*

9. Termination (refer to occupancy principles 9 and 10)

The proprietor or resident may terminate the agreement by giving written notice to the other. The notice will include the reason for the termination and, where the proprietor is evicting a resident, a reasonable notice period. Agreed reasons for termination and notice periods are set out below.

Reason for Termination by Proprietor	Notice Period
Violence or threats of violence towards anyone living, working 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 the house rules, following a written warning	3 Days
Continued minor breach of this Agreement or the house rules, following a written warning	1 Week
Non-payment of the occupation fee	2 Weeks
Any other reason, including vacant possession required and "no grounds" termination	4 Weeks

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

Reason for Termination by Resident	Notice Period
Breach of Agreement by proprietor	1 Day
Minor breach of agreement by proprietor	1 Week
No grounds/Any other reason	1 Week

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.

NOTE: No agreement term is enforceable which is not consistent with the occupancy principles in the *Boarding Houses Act 2012*. The occupancy principles are attached.

Print: Andrew Yong

Print: «**Tenancy_Primary_FullName**»

Signed: _____

Signed: _____

(On behalf of Proprietor)

(Resident)

Date: _____

Date: _____

Occupancy principles

NB: These principles are contained in Schedule 1 of the Boarding Houses Act 2012 and apply to residents of NSW boarding houses which are covered by this Act.

1 State of premises

A resident is entitled to live in premises that are:

- (a) reasonably clean, and
- (b) in a reasonable state of repair, and
- (c) reasonably secure.

2 Rules of registrable boarding house

A resident is entitled to know the rules of the registrable boarding house before moving into the boarding house.

3 Penalties for breaches of agreement or house rules prohibited

A resident may not be required to pay a penalty for a breach of the occupancy agreement or the rules of the registrable boarding house.

4 Quiet enjoyment of premises

A resident is entitled to quiet enjoyment of the premises.

5 Inspections and repairs

A proprietor is entitled to enter the premises at a reasonable time on reasonable grounds to carry out inspections or repairs and for other reasonable purposes.

6 Notice of increase of occupancy fee

A resident is entitled to 4 weeks written notice before the proprietor increases the occupancy fee.

7 Utility charges

(1) The proprietor is entitled to charge a resident an additional amount for the use of a utility if:

- (a) the resident has been notified before or at the time of entering the occupancy agreement of the use of utilities in respect of which the resident will be charged, and
- (b) the amount charged is based on the cost to the proprietor of providing the utility and a reasonable measure or estimate of the resident's use of that utility.

(2) A utility for the purposes of this clause is each of the following:

- (a) the supply of electricity,
- (b) the supply of gas,
- (c) the supply of oil,
- (d) the supply of water,
- (e) the supply of any other service prescribed by the regulations.

8 Payment of security deposits

(1) The proprietor may require and receive a security deposit from the resident or the resident's authorised representative only if:

(a) the amount of the deposit does not exceed 6 weeks of occupancy fee under the occupancy agreement, and

(b) the amount is payable on or after the day on which the resident (or the resident's authorised representative) enters the agreement.

(2) Within 14 days after the end of the occupancy agreement, the proprietor must repay to the resident (or the resident's authorised representative) the amount of the security deposit less the amount necessary to cover the following:

- (a) the reasonable cost of repairs to, or the restoration of, the registrable boarding house or goods within the premises of the boarding house, as a result of damage (other than fair wear and tear) caused by the resident or an invitee of the resident,
- (b) any occupation fees or other charges owing and payable under the occupancy agreement or this Act,
- (c) the reasonable cost of cleaning any part of the premises occupied by the resident not left reasonably clean by the resident, having regard to the condition of that part of the premises at the commencement of the occupancy,
- (d) the reasonable cost of replacing locks or other security devices altered, removed or added by the resident without the consent of the proprietor,
- (e) any other amounts prescribed by the regulations.

(3) The proprietor may retain the whole of the security deposit after the end of the occupancy agreement if the costs, fees or charges referred to in subclause (2) (a)–(e) are equal to, or exceed, the amount of the security deposit.

(4) In this clause: security deposit means an amount of money (however described) paid or payable by the resident of a registrable boarding house or another person as security against:

- (a) any failure by the resident to comply with the terms of an occupancy agreement, or
- (b) any damage to the boarding house caused by the resident or an invitee of the resident, or
- (c) any other matter or thing prescribed by the regulations.

9 Information about occupancy termination

A resident is entitled to know why and how the occupancy may be terminated, including how much notice will be given before eviction.

10 Notice of eviction

- (1) A resident must not be evicted without reasonable written notice.
- (2) In determining what is reasonable notice, the proprietor may take into account the safety of other residents, the proprietor and the manager of the registrable boarding house.
- (3) Subclause (2) does not limit the circumstances that are relevant to the determination of what is reasonable notice.

11 Use of alternative dispute resolution

A proprietor and resident should try to resolve disputes using reasonable dispute resolution processes.

12 Provision of written receipts

A resident must be given a written receipt for any money paid to the proprietor or a person on behalf of the proprietor

HOUSE RULES

1. The house rules of this lodging house apply to all the lodgers and their visitors.
2. I acknowledge that I have been granted the right to occupy and reside in this property for the purpose of use as a residence, with-out having been given the right to exclusive possession of such premises, but the owner remains in possession and occupation (either personally or by his servant) and retains the character of master of the house and with the owner exercising control and dominion over the whole of the property.
3. Occupancy Fee must be paid in advance at all times. Arrears of fees will not be tolerated, lodger(s) that are in arrears what so ever shall be evicted immediately by the owner/his agent/servant with notice.
4. Doors must not be slammed at any time.
5. No rubbish is to be thrown from the windows of the premises nor left in the hallways or anywhere in the common area
6. Any person caught stealing from the premises will be charged. The owner/agent/servant reserves the right to have undesirable persons removed from the premises immediately
7. No drugs or alcohol, except those prescribed for medical reasons.
8. For the security of the lodgers, the main doors to the property will be kept closed at all times. Please remember to carry your keys.
9. Any disruption or noise must be kept to a minimum **after 8:00pm & before 8.00am** and consideration shown to other lodgers at all times any breach of this condition shall result in immediate eviction.
10. Lodgers will be held responsible for any damage to the premises and will be held liable for the cost of repairs, and cleaning and rubbish removal.
11. A minimum of three **(3) week's notice** shall be given to the owner/agent/servant prior to vacating.
12. Owner's servant shall clean and maintain all common areas.
 - I acknowledge the owner/agent reserves the right to change/alter the house rules at any time without notice.
 - Any items left on the property after vacation or eviction shall be deemed the property of the proprietor of the house and may be disposed of without liability.
 - All tariffs are paid up to date of vacating.
 - And all keys to the property have been handed back to the owner/agent.
13. No pets are allowed at any time.
14. No smoking is allowed in rooms and within the property at any time.
15. The resident is to ensure the room are well ventilated at all times.
16. Loss of keys – the cost of replacement keys will be on the tenant at cost.
17. The holding of parties without the permission of management is prohibited;
18. All appliances such as ovens, cook tops, etc need to be maintained in a clean and working order.
19. If the agent is available when a tenant is locked out a fee of \$165.00 is applicable to pay the agent for access to the residence. Where the agent is unavailable the tenant is required to arrange their own access via a locksmith at their cost.
20. Triggering of smoke alarms & fire brigade attend the cost will be passed to tenants.

21. In the event of vacating the property, the property MUST be professionally clean, carpet steam clean and fumigate (pest control) by "Proprietor" or it's agent cleaner & pest controller. "Resident" MUST

contact our office to organise payment no later than 1 week prior to the vacate date. The cost for the above cleaning & fumigation is as follows:

- a) \$275.00 – General Standard Cleaning (extra \$110.00 per hour if property needs more than Standard Clean)
- b) \$100.00 – Steam clean carpet
- c) \$165.00 – Pest control

NOTE: All rubbish & personal items including furniture must be remove prior cleaning otherwise the proprietor/owner/agent will remove them at your cost and hold no liability to these items after being removed. NO outside cleaner nor pest controller is allowed to undertake the work stated above.

22. In the event if the "Resident" decided to vacate the "Room" prior to the date of the "Term of Agreement", the "Proprietor" have the right to charge the "Resident the following Cost:

- a) 1 week "Occupancy Fee"
- b) Advertising fee of \$250.00
- c) Lease fee of \$33.00
- d) TRA fee of \$33.00
- e) Cleaning fee as per item (21)
- f) Occupancy Fee until new resident is found OR the end of your "Term" whichever occurs first.

23. Upon expiring of the Occupancy Agreement lease term, there will be a charge of \$44.00 to sign up a new lease term.

24. Disposal of furniture or any large items which cannot be disposed of by normal rubbish pick will be disposed of by a private contractor at the resident expense organised by Management. Under no circumstances is any rubbish or large items is to be left on the street or within the premises without the permission of the manager.

25. When using a communal area, it is the resident responsibility to clean the area after it is used. When using the outdoor areas noise is to be kept to a minimum

26. Visitors/guests to the boarding house will not be allowed to stay past 8.00pm.

27 Any items damaged by the resident will be replaced or made good at the resident's expense.

28. Any non-compliance of the house rules may result in the resident given notice to vacate.

29. The laundry shall not be used from 9pm - 8am.

30. As the leaseholder of the property, you have the obligation to supply the photo identification (Driving Licence & Passport) of each occupant in the property including their contact details (phone & email). If there are any changes of the occupant, the managing agents must be notified and provided details of the new occupant. Failure to comply with this may result termination of this Tenancy Agreement.

31. If the property is not kept clean during the tenancy, the Managing Agent have the right to engage a cleaner to rectify this and the tenant MUST reimburse for the cost of the cleaning.

32. On the vacate day, the property needs to be in the same state as when the tenant moved in. If the property is not clean as it was provided on the day the tenant moved in, rent will be charged until the property is cleaned as this will affect the presentation of the property which will hinder the interest of prospective tenant

33. The outdoor communal area shall not be used or occupied during the following hours:
Sunday – Thursday / 10pm – 7am Friday – Saturday / Midnight – 8am

Document / Key Receipt

Resident	«Tenancy_Primary_FullName»
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Room	Address
«Property_PropertyAddressLine1»	«Property_PropertyAddressLine2» «Property_PropertyAddressLine3»

Signature: _____

Date: _____

Raine&Horne®

«Name»Telephone:

Property Address: «Property_PropertyAddressLine1» «Property_PropertyAddressLine2» «Property_PropertyAddressLine3»

Hardin & Mckenzie Pty Ltd Trading as Raine & Horne Kingsford

Direct Debit Request

Please complete, sign and return to us. This form is to authorise us to debit your account with another financial institution

Account Details

Name of financial institution

Address of financial institution

Account name

Branch number (BSB)

Account number

Service Agreement

I/we request you, Hardin & Mckenzie Pty Ltd User ID 497337 until further notice in writing, to debit my account described above.

I understand and acknowledge that:

1.

The financial institution may, in its absolute discretion, at any time by notice in writing to me, terminate this request as to future debits.
2.

HARDIN & MCKENZIE PTY LTD may, by prior notice in writing to me within 14 days, vary the timing of future debits.
3.

Where the due date does not fall on a business day and I am uncertain whether sufficient cleared funds will be available to meet the direct debit, I will contact the financial institution directly and ensure that sufficient cleared funds are available.
4.

I can modify or defer this regular Direct Debit Request at any time by giving HARDIN & MCKENZIE PTY LTD 14 days notice, in writing. for the change I'm requesting to take effect in that month.
5.

I can stop or cancel the regular Direct Debit Request at any time by giving HARDIN & MCKENZIE PTY LTD or my financial institution 14 days notice in writing. If at any time I feel that a direct debit against my nominated account is inappropriate or wrong it is my responsibility to notify HARDIN & MCKENZIE PTY LTD or my financial institution as soon as possible.
6.

If you believe there has been an error in debiting your account, you should notify HARDIN & MCKENZIE PTY LTD directly and confirm that notice in writing with HARDIN & MCKENZIE PTY LTD as soon as possible so that we can resolve your query more quickly. If we conclude as a result of our investigations that your account has been incorrectly debited we will respond to your query by adjusting your account accordingly. We will also notify you in writing of the amount by which your account has been adjusted. If we conclude as a result of our investigation that your account has not been incorrectly debited we will respond to your query by providing you with reasons and why evidence of this finding.
7.

Direct debiting through BECS is not available on all accounts. I can check my account details against a regular statement or check with the financial institution as to whether I can request a direct debit from my account.
8.

It is my responsibility to ensure that there are sufficient cleared funds in my nominated account to honour the DDR. I understand that the DDR will be automatically cancelled if three direct debit payments are dishonoured because of insufficient funds within a 12 month period. HARDIN & MCKENZIE PTY LTD will give me 14 days notice in writing if they intend to cancel my DDR. HARDIN & MCKENZIE PTY LTD will also charge the cost of dishonoured direct debits plus their administration fee (\$45.00) against my account.
9.

HARDIN & MCKENZIE PTY LTD may need to pass on details of my direct debit request to their sponsor bank in BECS to assist with the checking of any incorrect or wrongful debits to my nominated account

Names

Signatures

Date



Name: **«Tenancy_Primary_FullName»**

Telephone:

Property Address: **«Property_PropertyAddressLine1» «Property_PropertyAddressLine2»
«Property_PropertyAddressLine3»**

I/We the leaseholder of the above-mentioned property hereby agreed to pay any charges (currently \$45) for any remittance to the following account without the correct reference number and/or payment bounced

Account Details

Name of financial institution

MACQUARIE BANK LIMITED

Account name

RAINE & HORNE KINGSFORD

Branch number (BSB)

Account number

182-222

3038 01880

Reference Number for remittance of rent payment

By signing below and/or depositing rental payment into the above-mentioned account, I/We agreed and accepted the above condition of the Direct Debit

Names

Signatures

Date