

Standard Occupancy Agreement

For general boarding houses under the *Boarding Houses Act 2012*

Between

Proprietor	Linda Langov C/ JT Allen Real Estate 418 New South Head Road, Double Bay NSW 2028 Ph: 9362 8507
Resident	Chang-Lin Chou Mob: 0402 318 396 Email: charliechou7@gmail.com

For

Unit	Address
32	88 Botany Street, Kingsford NSW 2032
Car space	NIL

The resident's room is: FURNISHED

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

Common Kitchen area / Dryer room / Basement for bike storage / Carparking if additional fee is paid.

Term of Contract:

Date of first occupancy if a renewal	Start date	Lease end date	Term of agreement (if any)	Occupancy rent	Date to be paid
	09/07/2026	06/01/2027	26 weeks	\$650.00 Per Week	On Thursday of every week

Rent increase:

Current rent	Increased rent	Increase start date

Agreement Terms

1. Condition of the Premises (refer to occupancy principle 1 – see Annexure 1)

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. Quiet Enjoyment (refer to occupancy principle 4)

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

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

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	Notice to be given under this occupancy agreement	Notice to be given under this occupancy agreement (If different)
In an emergency, or to carry out emergency repairs or inspections	Immediate access*	
To clean the premises	48 hours	
To carry out repairs	48 hours	
To show the room to a prospective resident	48 hours	
To carry out inspections	48 hours	

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

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

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

6. Security Deposit (refer to occupancy principle 8)

A security deposit of \$\$\$ 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:

- 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;
- any occupancy fee or other charges owing and payable under this Agreement or the Boarding Houses Act;

- 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.

7. Dispute Resolution (refer to occupancy principle 11)

The proprietor 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 Principles (see Annexure 1).

8. Written Receipts

The proprietor agrees to provide the resident with a tenancy ledger upon request.

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

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 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.

Proprietor Signature		Resident Signature
Date		Date

Reason for Termination by proprietor	Notice to be given under this occupancy agreement	Notice to be given this occupancy agreement (if different)
Violence or threats of violence towards anyone living or working in or visiting the premises	Immediate*	
Willfully 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	
Continued minor breach of this Agreement or the house rules, following a written warning	1 week	
Non-payment of the occupancy fee	2 weeks	(Nonpayment of rent) after seven days – 1 weeks' notice to terminate
Any other reason, including vacant possession required and 'no grounds' termination	4 weeks	

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

Reason for Termination by Resident	Notice to be given under this occupancy agreement	Notice to be given this occupancy agreement (if different)	Fees associated with termination by the Resident
Serious breach of Agreement by proprietor	1 day	1 day	
Minor breach of agreement by proprietor	1 day	7 days	
No grounds/Any other reason in a fixed term agreement	3 days	14 days	One week rent break fee
No grounds/Any other reason in a periodic agreement		21 days	

1. 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.

NOTE: Any term of this Agreement is not enforceable if it is inconsistent with the Occupancy Principles set out in Schedule 1 of the *Boarding Houses Act 2012*. The Occupancy Principles are attached at Annexure 1.

ADDITIONAL INFORMATION

The resident may provide contact details to be used in an emergency.

Resident Name	Phone number/s	Emergency contact person	Relationship	Phone and / or Address

Annexure 1

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 Quiet enjoyment of premises

A resident is entitled to quiet enjoyment of the premises.

4 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.

5 Notice of increase of occupancy fee

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

6 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.

7 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 2 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
- any other matter or thing prescribed by the regulations.

8 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.

9 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.

10 Use of alternative dispute resolution

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

House Rules:

These house rules are in place to ensure the safety, comfort and enjoyment of all residents. Compliance with these rules forms part of your occupancy agreement.

Smoking

- Smoking is strictly prohibited inside units and on balconies.
- Smoking is only permitted in the designated outdoor area near the main communal room.
- Smoking inside a unit or on a balcony may activate the fire alarm and result in a fire brigade call-out. Any associated call-out fees may be charged to the resident.

Occupancy

- A maximum of one (1) person may occupy each unit, unless otherwise agreed in writing with the agent/landlord and an additional fee is paid.
- Any change in occupancy must be notified to JT Allen Real Estate immediately.

Alcohol

- Alcohol may be consumed responsibly within your unit.
- Alcohol is not permitted in common areas without prior written approval from the agent/landlord.
- Alcohol abuse or related disruptive behaviour may result in termination of the occupancy agreement.

Illegal Substances

- Illegal substances are strictly prohibited on the premises.
- Any resident found supplying or in possession of illegal substances will have their agreement terminated and the matter referred to the police.

Noise & Behaviour

- Residents must always consider the comfort and amenity of other residents and neighbouring properties.
- Excessive noise, antisocial or unruly behaviour will not be tolerated.
- No parties or amplified music are permitted at any time.
- Breaches may result in termination of the occupancy agreement.

Visitors & Security

- Visitors must be kept to small numbers.
- No visitors are permitted on the property after 10:00 pm.
- Large gatherings are not permitted.
- Door or gate codes must not be provided to visitors without written permission from the agent/landlord.
- Food deliveries (e.g. Uber Eats) must be collected at the gate. Delivery drivers are not to be given gate codes.
- For security reasons, front and rear gates must be kept closed at all times.

Pets

- No pets are permitted on the premises at any time, including temporarily caring for other people's pets.

Cleanliness & Hygiene

- Residents must keep their unit, common areas and shared facilities clean and hygienic at all times.
- Rooms must be maintained in a clean and tidy condition.
- Residents are responsible for removing rubbish from their unit and placing it in the bins located at the rear of the property.
- Rubbish collection occurs weekly.
- Units must be well ventilated daily by opening doors and windows to prevent mould and mildew.

Parking & Storage

- Car spaces and motorbike spaces are available for an additional weekly fee. Please contact the agent to arrange short- or long-term parking agreements.
- Rear lane car spaces must be kept clear overnight and may only be used for 15-minute loading/unloading periods.
- Vehicles must not leak oil. If leakage occurs, a tray must be placed under the vehicle until the issue is resolved.
- Lockable bike storage is available free of charge in the underground car park.
- Bikes must not be stored in walkways or inside units.
- E-bike storage is strictly prohibited in units or on common property

Theft & Security

- The agent/landlord is not responsible for the loss or theft of personal belongings.
- Residents should ensure their unit door is closed and locked at all times.
- Any thefts should be reported to the agent and to the police. Security cameras operate on site.

Fire Safety

- Smoking is not permitted in units or common areas.
- In the event of a fire, follow the fire safety and evacuation procedures displayed on site.
- Each unit is equipped with a fire blanket:
 - Located in the laundry area, or
 - In combined bathroom/laundry units, in the first cabinet near the entry door.
- Only the heater supplied with the unit may be used. Any damage or fire caused by unauthorised heaters will be the resident's responsibility.
- The rangehood must be used at all times when cooking on the electric stovetop to prevent triggering fire alarms.

Mail & Deliveries

- Each resident is provided with a mailbox and corresponding key.
- Mailbox keys are the resident's responsibility. Lost keys or lock replacements will be charged.
- Mail must be collected regularly and must not overflow into common areas.
- Junk mail should be taken to your unit and disposed of in the rubbish bins.
- Delivery drivers must not be given building or gate codes.

Common Areas & Facilities

- Common areas are shared spaces for all residents and must be left clean after use.
- Residents must wash, dry and put away their own dishes.
- Cooking must not be left unattended, particularly when using ovens or stovetops.
- The communal kitchen coffee machine and blender are available for use and must be cleaned after each use.
- Please avoid slamming doors.
- Lint filters in dryers must be cleaned after every use

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Units & Fixtures

- Mattress protectors provided must be used at all times.
- Internet usage must be for personal use only. Commercial or excessive use is not permitted.
- No large personal furniture items are to be brought into the property.
- No furniture supplied with the property is to be removed.
- No 3M hooks, adhesive fixtures, sticky tape or similar items are to be affixed to walls, doors, balcony rails or windows. Any damage caused will be the resident's responsibility to rectify.

Vacating the Unit

- Upon vacating, the fridge must be fully defrosted to prevent leakage.
- The unit must be left clean and in good condition.
- All personal belongings must be removed.
- If cleaning is required or items are left behind, cleaning and removal fees will apply.

Proprietor Signature		Resident Signature
Date		Date

Emergency numbers:

All emergencies:	000
Randwick Police:	9697 1099
Randwick Fire:	9398 7510
JT Allen Real Estate:	9362 8507
Building Manager:	0400 529 885

Some things to remember:

- We would like to remind you of the condition report. This must be returned to the agent via email within 7 days of the lease commencement.
- If you are going away for an extended period, please inform the agent in case of any unforeseen emergencies. When you go away you should always make sure



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you do not leave any food in the fridge or any rubbish. Please also ensure you remember to continue paying rent.

- Please purchase a modem router to connect the internet provided & follow the instruction sheet.
- If you have any maintenance to report, please ensure you always put this in writing in an email to the agent- reception@jtallen.com.au. Please include photos of the issue/repair so the agent can send this on to the builder.
- When emailing the agent don't forget to put the unit and street address in the subject line.

Smoke alarms & smoking:

NO SMOKING in the units.

To all residents at 88 Botany Street, Kingsford

Please be advised and refer to your contract NO SMOKING IS PERMITTED in your unit. If a fire sensor automatically goes off due to smoke from cigarettes, 'e' cigarettes or cooking smoke and the fire department attends, they charge a fee of \$1,776.00.

The fire department send us a report with the unit number and advises us of the issue that caused the alarm to go off.

Please be aware that if your room is identified as the cause, you will be charged the fee of \$1,776.00.

Please take this as a very important message for the best of all residents.

Maintaining your Rental Property whilst renting through JT ALLEN

The following information has been prepared to assist you with maintaining your rental property whilst you are renting through JT ALLEN.

We ask that you:

- Ensure that our office has your current phone numbers and email address.
- Your rent is paid on time or in advance (as per your tenancy agreement)
- Any damage to the property caused by you as the resident is reported, repaired, or rectified with approval from the agent prior.
- A list of any outstanding maintenance or issues you would like us to inspect and report to the landlord is sent to this office via email to reception@jtallen.com.au



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Subject to the condition of the property at the commencement of your tenancy (refer to your ingoing premises condition report, issued when you signed your residential tenancy agreement) you should ensure that:

- The property is very clean and tidy throughout with any stains removed from walls and furniture.
- All cupboards, shelves, drawers, and benches are cleaned.
- Walls and doors are cleaned of all marks.
- Exhaust fans are cleaned.
- Fan blades must be wiped down as they collect dust.
- Windows and sills are cleaned inside, and outside where possible.
- All garbage, bottles and rubbish are removed from the premises.
- Bathrooms are thoroughly cleaned, with all mould and soap scum removed from tiles and grouting. Ceiling mould must also be removed. Toilets to be cleaned inside and out, and the bathroom floors to be vacuumed & mopped.
- Bar fridge must be defrosted and cleaned thoroughly.
- Thank you for your cooperation.
- Not items furnished in the unit should be removed or taken from the property. Should items be damaged, lost or removed from the unit there will be a fee charged for the cleaning or replacement of the item.