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STANDARD OCCUPANCY AGREEMENT

For general boarding houses under the Boarding Houses Act 2012

IMPORTANT INFORMATION

Please read this before completing the Standard Occupancy Agreement (the ***Agreement***).

1. This form is your written record of your occupancy agreement. This is a binding contract under the *Boarding Houses Act 2012*, so please read all terms **and** conditions carefully.
2. If you need advice or information on your rights and responsibilities, please call NSW Fair Trading on 13 32 30 or visit www.fairtrading.nsw.gov.au before signing the Agreement.
3. If you require extra space to list additional items and terms, attach a separate sheet. All attachments should be signed and dated by both the landlord or the landlord's agent and the tenant to show that both parties have read and agree to the attachments.
4. The landlord or the landlord's agent must give the tenant a copy of the signed Agreement and any attachments, two copies or one electronic copy of the completed condition report and a copy of NSW Fair Trading's Tenant Information Statement publication.

This agreement is made on 22/05/2026 **at** 214 Gardeners Rd Kingsford NSW 2032 **Between:**

Proprietor's details
AY & L Issa

Contact: Laura Issa

Address: 214 Gardeners Rd Kingsford 2032 NSW

Phone: (02) 9663 2701 Mobile: 0423 877 941 Email: evergreen2229@gmail.com

Tenant
Name/s: XXXX

Mobile: XXX | Email: XXX

Residential Residence
The residential premises are:
#/103 Tunstall Avenue, Kingsford, NSW, 2032

Term of Agreement
The term of this agreement is a **# months** fixed term.
Starting on**: XXX**

The resident's room is: Furnished
Other areas of the premises which are available for use by the resident: Kitchen/s, Bathroom/s, Common Area/s, Laundry.

Rent
The rent is **$340.00** per **week** payable in advance on **DD/MM/2026.**

The method by which the rent must be paid into the following account:

BSB 082-124 | ACC: 39-603-8936
Payment Reference: **#-103 Tunstall**

Rental bond
A rental bond of **$680.00** must be paid by the tenant on signing this agreement. The amount of the rental bond must not be more than 2 weeks rent.

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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. Termination of Fixed Term

The resident will be required to pay an additional fee if they wish to terminate their contract early without cause.
The BREAK LEASE FEE charges will be as follows:

- 4 weeks rent if less than 25% of the fixed term is has expired,
- 3 weeks rent if 25% or more but less than 50% of the fixed term has expired,
- 2 weeks rent if 50% or more but less than 75% of the fixed term has expired,
- 1 weeks rent if 75% or more of the fixed term has expired,

4. 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.

5. 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	**Suggested Notice Period** **Examples of reasonable notice periods – this notice period applies if the next column is left blank**	**Notice to be given under this occupancy agreement** **(if different)**
In an emergency, or to carry out emergency repairs or inspections	Immediate access	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	24 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 increase in 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 sign 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.

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8. Security Deposit (refer to occupancy principle 8)

A security deposit of **$640.00** 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, because 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 or the Boarding Houses Act, including break lease fee.

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 (refer to occupancy principle 11)

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 (see Annexure 1).

10. Written Receipts (refer to occupancy principle 12)

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 with Cause (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.

Reason for Termination by Proprietor	**Suggested Notice Period** examples of reasonable notice periods - this notice period applies if the next column is left blank	**Notice to be given under the occupancy agreement** (if different)
Violence or threats of violence towards anyone living or working in or visiting the premises	Immediate	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	
Continued minor breach of this Agreement or the house rules, following a written warning	1 Week	
Non-payment of the occupancy fee	2 Weeks	
Any other reason, including vacant possession required "no grounds" termination. 4 weeks notice must be given 4 weeks prior to the contract end date or at any period outside of the fixed term.		

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

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Reason for Termination by Resident	Suggested Notice Period examples of reasonable notice periods - this notice period applies if the next column is left blank	Notice to be given under the occupancy agreement (if different)
Serious breach of agreement by proprietor		2 weeks
Minor breach of agreement by proprietor		2 weeks
Wanting to move out at the end of the fixed term		2 weeks
No longer in a fixed term		3 weeks

12. Use of the Premises

The resident agrees not to cause damage wilfully or negligently 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

Note: The property manager will contact you five weeks prior to the end of this Occupancy Agreement to discuss your interest to renewal the tenancy. The room rate will be reviewed at this time and may change to reflect the market prices. Should you choose to accept the new contract and its terms you will be furnished with a new Occupancy Agreement, which needs to be signed no later than **Two (2) weeks prior to the end of your fixed term period.**

If you no longer wish to sign and continue residing at the premises a four week termination will be delivered. During your notice period, the agent may advertise the vacancy of your room and may require room access, with adequate notice.

Special Conditions

- Resident must allow access to show prospective occupants on a reasonable number of occasions if the resident is given reasonable notice on each occasion (this is allowed at any time during a termination notice, whether it be by the Resident or Proprietor)

Signed: _____ **Dated: _____**

(Proprietor)

Signed: _____ **Dated: _____**

(Resident)

© State of New South Wales through NSW Fair Trading

Optional Information

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

EMERGANCY CONTACT DETAILS

NAME: _____ RELATIONSHIP: _____

PHONE and/or ADDRESS: _____

_____

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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 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 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
(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.