

# Attachment A - Special Terms and House Rules

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## Contents

1. Introduction .....	2
2. Health and Safety.....	2
3. Inspections and Access .....	2
4. Maintenance .....	2
5. Contents Insurance .....	3
6. Beds.....	3
7. Pest Management.....	3
8. Rent Payments .....	3
9. End of Tenancy.....	3
10. Lease Break Arrangements .....	3
11. Holiday Periods or other Absence .....	4
12. Provision of Utilities .....	4
13. Communication with the Landlord .....	4
14. Keys .....	4
15. Fire Requirements.....	4
16. Tenant’s Behaviour .....	4
17. Tenant’s Obligations for their Bedroom .....	4
18. Cleaning.....	5
19. Minimising Wear and Tear to the House .....	5
20. Guests .....	5
21. Parking .....	5
22. Bins and Rubbish Collection.....	6
23. Laundry .....	6
24. Old Building Considerations.....	6
25. Other Information.....	6
26. Summary of Fees & Emergency Numbers .....	6

## 1. Introduction

The landlord aims to provide every tenant with an environment which assists them to study in a quiet environment with high quality furnishing and services. To support this, the landlord requires all Tenants to accept these Terms and House rules and abide by them during their stay.

## 2. Health and Safety

In the event of an emergency, which requires either Fire, Ambulance or Police, call 000 and provide details to the operator.

## 3. Inspections and Access

- Bedrooms may be inspected by the landlord periodically. 48hrs notice will generally be given in writing.
- Access to bedrooms will be required to show prospective tenants through the room near the end of the lease period. The landlord will provide reasonable notice via email or sms noting that prospective tenant will generally make inquiries and inspect on the same day. Tenants will also be advised when the advertisements are loaded for their room to allow the tenant time to ensure their room is kept tidy ready for inspections during this period.
- The landlord may access the common areas at any time without notice for inspection, cleaning or maintenance.
- As part of any inspection the Landlord may take photographs of any aspects of the house for the purposes of maintenance, advertising or recording the condition of the house.

## 4. Maintenance

Any required maintenance work should be alerted to the Landlord via email. The landlord will undertake the following routine maintenance periodically:

- Trimming gardens and lawns
- Testing smoke detectors and maintaining batteries
- Cleaning air conditioning filters (where fitted)
- Pest management

Advise the landlord if any of the above items require additional attention.

For emergency repairs contact the Landlord first via the mobile phone number provided. Emergency repairs include:

- Loss of power or water to the property
- Failure of the toilets to flush (after attempting to clear via plunger)
- Water leak within the house
- Other serious safety or security issue.

Where the Landlord is unable to respond to an emergency maintenance request within 2 hours, contact the most appropriate trade from the trade list below. Where these trades are unavailable, determine alternate contacts from the telephone directory. Notify the Landlord via email of any actions taken and the Landlord will pay for any legitimate emergency repairs.

Note where a power outage occurs, the Tenant should first check the switchboard to determine if a circuit breaker has tripped. The circuit breaker should first be re-set prior to calling the Landlord. If the circuit breaker trips repeatedly the landlord must be notified.

The tenant is responsible for the following routine maintenance:

- Changing light bulbs
- Changing batteries in remote controls
- Cleaning
- Replacing any appliances or fitout items that are damaged by the Tenant.

### Emergency Trades

Plumbing:

1. Frank Hull Plumbing - 3356 6466
2. Salmon Plumbing – 3102 4160
3. Clear Flow Plumbing – 0430 190 469

Electrical:

1. Neil Hoffman – 0408 712 010
2. David Balfour – 0421 313 341

## 5. Contents Insurance

The Landlord maintains contents insurance for the furniture provided by the Landlord only. The tenant is responsible to insure their own property brought into the house such as computers, bikes, books etc.

## 6. Beds

All beds are provided with a new mattress protector by the Landlord. The mattress protector must remain fitted to the bed throughout the tenancy. Any damage to the mattress may be charged to the Tenant at the end of the lease. Note that replacement mattresses typically cost \$250.

## 7. Pest Management

While the landlord will arrange to have the house regularly treated for common pests, the Tenant is responsible for ensuring that the house is kept clean and tidy to discourage pests. In particular all food is to be kept in sealed containers and all kitchen areas cleaned after each meal. Note that even with regular pet treatment it is normal in Queensland to see the occasion pest. These can be dealt with via standard insecticide spray cans from the supermarket.

## 8. Rent Payments

Rent must be paid via direct debit funds transfer to the account details nominated in Item 11 of the Contract. Rent is due in the Landlord's account on the day nominated in Item 10 of the Contract. Note that automatic funds transfers between banks may take several days to clear. International funds transfer may take longer. In all cases the tenant is responsible to set up the funds transfer with sufficient time for the rent to be received by the Landlord on the rent due day.

The cycle of payments is summarised as follows:

- On move-in day, the Tenant pays 6 weeks rent comprising - 4 weeks for Bond + rent for week 1 and week 2.
- The next payment is due at the start of the 3<sup>rd</sup> week, and weekly thereafter.
- On the move-out date the Bond is released (providing rent is up-to-date and the room is undamaged).

The Landlord will follow the following processes outlined by the RTA for Late payments including:

- Rent more than 2 calendar days past due day: Issue Breach Notice with 4 days to remedy
- Breach notice not remedied: Issue Notice to Leave with 4 days to leave

In the event of eviction the Landlord will change the locks and remove the tenant's belongings from the room such that the room can be re-leased. The tenant's belongings will be stored. Any costs incurred by the Landlord associated with the tenant's default including changing locks, storage, unpaid rent etc will be recovered from the Tenant's bond. The Tenant may also be listed on the International Tenancy Default Database.

## 9. End of Tenancy

- This agreement terminates on the end date shown in the contract. To renew the lease after this date a new written agreement is required with the Landlord.
- The Landlord may offer the Tenant an option to extend the lease after the end date. This extension will only occur via a new contract signed by both parties.
- The Tenant is required to leave their room in clean and tidy condition. The tenant can elect to have their room cleaned professionally or where a Tenant does not comply with this requirement the Landlord will have the room professionally cleaned at a minimum charge of \$200.
- If a tenant chooses to leave prior to the lease end date the Lease Break conditions will apply as described below.

## 10. Lease Break Arrangements

If the Tenant wishes to leave prior to the end date the following process occurs:

- The Tenant must advise in writing of their intended move out date using RTA Resident leaving Form R13.
- The Tenant must also advise if they would like the room be re-leased or if the Tenant will pay out the remaining rent until the contract end date.
- If the Tenant wishes the room to be re-leased the Landlord will raise an internet advertisement.
- The Tenant must continue making normal rental payments until a new tenant is found or until the end of the current lease. It should be noted that the time to secure a new tenant is unpredictable, particularly outside of the normal peak periods of February and July when there is high demand for the property.
- The Tenant must reimburse the Landlord the reasonable costs to advertise the room.

- The Tenant must reimburse the Landlord an administration fee of 2 weeks rent associated with the work required to re-lease the property.
- The Tenant will be required to keep the house tidy and available for inspections by prospective tenants.
- The Tenant may be asked to show prospective Tenants the room where the Landlord is unavailable.
- The new tenant will be required to sign a new lease, at the same rent, for a minimum period of 3 months. The end date of the lease will also be nominated to align with the normal University semester calendar of around mid-February or mid-July. Short term tenancy agreements less than 3 months cannot be accepted due to the Landlord's insurance requirements.

## 11. Holiday Periods or other Absence

Rent, including utilities charges, must be paid every week including weeks when the Tenant is not staying at the house.

## 12. Provision of Utilities

Utilities are provided to the Tenant at a fixed rate on the basis of a "reasonable use" policy. This applies to all utilities provided by the Landlord including power, water, Internet and gas usage (where gas is supplied). The following guidelines are provided as the basis of the reasonable use policy:

- Internet usage is to be managed to reasonable levels consistent with study purposes and occasional entertainment. All usage of the internet must be in accordance with Australian Law.
- Lights and air conditioners (where fitted) should be switched off when the room is unoccupied
- Air conditioners (where fitted) must be set at a minimum of 23°C in summer and maximum of 22°C in winter. Failure to do so can incur excessive electricity bills for the landlord where additional charges may be passed on to the tenant. Similarly windows should be kept closed whilst the air conditioning is operating.
- The Internet may at times be unavailable due to outages or connection delays by the service provider which are outside the landlords control. Speeds may also vary depending on network traffic.
- Water usage may be subject to local council water restrictions. When these are in force the tenant must endeavour to limit water usage to comply with the council's prevailing limits.

## 13. Communication with the Landlord

All communication with the Landlord shall be via email at the address provided in the contract.

## 14. Keys

- One set of keys is provided to each tenant. Lost keys will incur a replacement fee of \$20.
- Entry doors to common areas are to remain locked at all times
- If the tenant locks themselves out of their room or the house they have the following options:
  1. If the Landlord is available they will attend for a \$100 call-out fee or
  2. The tenant is responsible to contact a professional locksmith.

## 15. Fire Requirements

- Smoke alarms are fitted in each room and must not be tampered with. If a smoke detector is malfunctioning contact the Landlord.
- Where the house is fitted with reverse cycle air conditioners no other heaters can be brought into the house.
- No candles, incense, matches or any other type of open flame shall be used in or around the house.
- In the event of a fire, dial 000 and immediately notify all residents in the house.

## 16. Tenant's Behaviour

- No noise is permitted between 10pm and 7am. Outside of these hours noise must be kept to reasonable levels to allow other tenants to study or sleep. Please be considerate of your neighbours and co-tenants.
- No alcohol, drugs or other similar substances are permitted at the house. No drunken behaviour is permitted.
- Tenants and their guests are not permitted to smoke within the house or fenced yard.
- No parties are permitted at the house.
- Firearms, knives and any other weapons are not permitted in the house.
- The Tenant is required to maintain a reasonable standard of dress in common areas.
- The Tenant is required to show respect and consideration for other house mates.

## 17. Tenant's Obligations for their Bedroom

- Hooks are provided in each room for pictures. No further hooks shall be added by the tenant without the Landlord's permission.
- Do not use blue tack, pins or any sticky tape on the walls.
- Bedrooms are to be kept in clean and tidy condition at all times (refer to section below for cleaning activities)
- No cooking equipment, irons or other hot appliances shall be taken into bedrooms.

- Meals should be consumed only in the dining area.
- No plants or pets are permitted in rooms or the house.
- A Tenant must not enter another Tenant's room without permission.

## 18. Cleaning

The Tenant is required to undertake the following cleaning:

### Bedroom

- Floors are to be cleaned weekly. Timber and tiled floors are to be vacuumed and mopped. Carpeted floors are to be vacuumed and any stains professionally steam cleaned.
- Wiping with a wet cloth all surfaces (desk, library shelves, skirting boards, window sills etc)

### Internal Common Areas (lounge, kitchen, bathrooms)

For shared accommodation, a cleaning roster shall be developed and agreed amongst the tenants. Where agreement can't be reached the Landlord will provide a roster.

Shared cleaning activities for common areas to occur *weekly* include:

- Vacuum and mop all common areas: kitchen, dining, lounge, bathroom/ toilet areas.
- Cleaning of bathroom/ toilet areas: clean shower/ bath, vanity, toilet, mirrors
- Lounge/ dining areas: dust coffee tables/ couches
- Wipe down kitchen cupboards
- The Tenant shall purchase (and share costs with other tenants) all cleaning products and consumables required for the kitchen, bathrooms and floors.
- The Landlord may provide periodic professional cleaning of the common areas. This does not remove the tenant's responsibility to undertake routine cleaning as above.

Shared cleaning activities for common areas to occur *daily* include:

- Running the dishwasher and unstacking
- Remove any rubbish from kitchen or other common areas
- Keep shoes and other personal belongings out of the common areas. Shoes to either be on/ in shoe racks or in your rooms

Individual daily cleaning responsibilities for common areas include:

- After preparing food, wipe the benches to remove all food scraps, clean sink, wipe stove, replace all food in fridge or pantry.
- Scrape, rinse and stack your own plates in the dish washer
- Place all rubbish in the bin and where full, take rubbish out to external bins.

### External Common Areas (gardens, pathways)

- Remove any rubbish or personal belongings
- The yards are to be maintained in a clean and tidy condition
- Directly outside the property, ensure any windblown rubbish or rubbish due to possums is removed

## 19. Minimising Wear and Tear to the House

- Any new furniture brought into the house requires felt pads to avoid scratching the floors.
- Shoes should not be worn in the house.
- Bathroom fans must be used (where provided) when showering to avoid on-ceiling mould.

## 20. Guests

- The house is restricted by fire regulations to have a maximum number of people residing there as shown on the contract. Any guests therefore must not sleep at the house and must vacate by 10pm.
- Tenants are responsible for the behaviour of their guests and the same rules apply to guests as noted in these conditions.

## 21. Parking

- On-street parking is available however note that a permit is required from the local council (contact 3403 8888). There is a small fee payable to the council for the permit. Note that the council may fine you for parking on the street without a permit.
- Limited off-street parking is available with the Landlord's written approval and is made available on a first-come, first-served basis.

## 22. Bins and Rubbish Collection

- Rubbish is to be taken out nightly to the large wheelie bins provided. The black lid bin is for general rubbish and yellow lid bins are for recyclable products.
- The wheelie bins are to be placed on the street kerb on Monday night and returned inside the yard Tuesday evening. Note that general rubbish collection (black lid bin) occurs weekly. Recyclable rubbish collection occurs fortnightly. Tenants are encouraged to recycle as general rubbish bin space is limited.
- The tenants are responsible for determining a roster for taking out and bringing in the bins.
- Note there is a council fine if the bins are left out between Wednesday and Sunday.
- No rubbish shall be left on the ground. The area has possums that will tear through bags and spread rubbish everywhere.
- For more information regarding recycling, refer to [www.brisbane.qld.gov.au/environment-waste](http://www.brisbane.qld.gov.au/environment-waste)

## 23. Laundry

A washing machine and dryer is provided for shared use by all tenants. Each tenant is required to:

- Remove clothes promptly from the washing machine or dryer after each load.
- Clean the lint filter in the dryer after each load.

## 24. Old Building Considerations

While the internal parts of the building are recently renovated the Tenant acknowledges the room is offered as-is and is aware that the building is older than 20 years. As such the building may have characteristics which are typical of buildings of this age such as creaking floors, windows that occasionally jam, and other similar aspects. Aspects such as these will not generally be addressed as maintenance works by the Landlord.

## 25. Other Information

The Tenant can find additional information regarding their rights and responsibilities by contacting the Residential Tenancies Authority at [www.rta.qld.gov.au](http://www.rta.qld.gov.au).

## 26. Summary of Fees

Description of charge	Fee	Page reference
End of tenancy clean for standard clean (if required or selected)	Min \$200	Page 3
Lease Break – advertisement fee – directly reimbursing costs	\$50-\$275	Page 3
Lease Break – Administration fee to re-lease the property	2 weeks rent	Page 3
Lost keys replacement fee	\$20	Page 4
Call-out fee for Landlord to unlock room	\$100	Page 4
Replacement of mattress	\$250-350	Page 3