

Flatmate Agreement

Head-tenant or property owner's details

Maxine and Matthew Colligan

6 Stowe Avenue,

Campbelltown

NSW 2560

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New Flatmate's Details

Full name: _____

Current/Alternative Address: _____

State: _____

Postcode: _____

Mobile Number: _____

Occupation/Employer/Reference: _____

Room Being Rented

Address: 6 Stowe Avenue, MacArthur Gardens, 2560

State: NSW

Shared Facilities

Room is Furnished

Room is unfurnished

Other details: _____

Rent and Termination

Rent amount:

-
- Weekly
 - Fortnightly
 - Monthly
 - Other

Method of rent payment:

- Bank Transfer Name

of Account:

BSB: _____ Account Number: _____

-
- Cash (receipt must be given)
 - Other

Start Date: _____

End Date: _____

Notice to end lease (either party):

- Must Stay Full Term
- 1 Week
- 2 Weeks
- 4 Weeks

Holding Deposit

Amount:

- 1 weeks rent
- 2 weeks rent
- 4 weeks rent

Room will be held for:

- 1 week
- 2 weeks
- 4 weeks

Other: _____

Paid by:

- Cash (receipt must be obtained)
- Bank Transfer

Kept by the landlord if the tenant withdraws from the agreement. If the landlord withdraws from the agreement, then the deposit is returned to the tenant.

Date Paid: _____

Bills

Electricity:

Included in rent

Split between tenants

Other: _____

Water:

Included in rent

Split between tenants

Other: _____

Gas:

Included in rent

Split between tenants

Other: _____

Internet:

Included in rent

Split between tenants

Other: _____

Etc:

Statement of House Rules

For safety reasons, the hallways, stairways and fire escapes of the building may not be obstructed or used for any other purpose than entry and exit from rooms.

DO NOT leave bicycles, garbage bags or any debris in the hallways at any time.

HOUSE RULES - Bedroom:

1. Tenants shall maintain their room in a condition that does not create a fire and/or health hazard.
2. Your bedroom is to be cleaned on a weekly basis (managers may inspect with another tenant as a witness).
3. No food is permitted in the bedrooms. You are to eat and drink in the kitchen/living room areas only.
4. No overnight visitors are permitted.

HOUSE RULES - General:

1. Tenants are responsible for the behaviour of their guests.
2. The yard is to be kept clear of garbage and debris at all times.
3. No smoking within 5 metres of the property.
4. No alcohol, bad language or drugs on premises.
5. Quiet hours shall be between the hours of 9:30pm and 8:00am, and 11:00pm and 11:00 am on weekends.
6. During these hours, tenants must not engage in the operation of heavy machinery, play loud music/television or make any noise that may disturb other tenants or neighbours.
7. Tenants are required to provide access to their apartments/rooms in order for repairs to be done. Tenants will be given as much warning as possible when repairs are being scheduled.
8. Fan heaters are not allowed to be used in the house.

HOUSE RULES - Shared Areas:

1. The shared common area is to be kept free of rubbish, dirty dishes, bags, debris, etc.
2. Please turn off lights and check kitchen appliances are turned off when leaving the room.
3. For safety, please check that windows and doors are locked when you are leaving the property and don't leave fire/safety doors ajar.
4. If anything is broken or malfunctions, please notify the property manager, head-tenant or property owner as soon as practicable.
5. The washing machine is to cease operation by 9:30pm. Please turn off the iron after use.

House Rules and Additional Terms

1. Condition of the Premises

The Head-tenant or Property Owner 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 sub tenant agrees to comply with the House Rules of the shared house, which are listed on the attached "Statement of House Rules."

4. Quiet Enjoyment

The Head-tenant or Property Owner agrees to take all reasonable steps to enable the tenant's quiet enjoyment of the premises.

5. Inspections and Access

The Head-tenant or Property Owner may inspect house common areas at any reasonable time. Repairs, cleaning and maintenance of common areas can be carried out at reasonable times. The Head-tenant or Property Owner may only enter the tenant's room, at a reasonable time, with reasonable notice and on reasonable grounds. Agreed access and notice periods are set out below.

Notice to be given under this occupancy agreement :

- In an emergency, or to carry out emergency repairs or inspections - **Immediate**
- To clean premises - **24 hours**
- To carry out repairs - **24 hours**
- To show the room to a prospective tenant - **24 hours**
- To carry out inspections - **48 hours**

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

6. Notice of Occupancy Fee Increase

The tenant is entitled to 4 weeks written notice of any increase in the occupancy fee. Rent can not be increased during a fixed term.

7. Utility Charges And Bills

The Head-tenant or Property Owner may charge an additional amount for utilities if the tenant is made aware of this on signing this agreement. Details of the charge, including how the charge will be calculated, are included in Share Accommodation Agreement, and Share Accommodation Agreement must signed and dated by the tenant and the Head-tenant or Property Owner.

Charges for utilities must be based on the cost to the Head-tenant or Property Owner of providing the utility and a reasonable measure or estimate of the tenant's use of that utility.

If there is no agreement to pay Utility Charges and Bills, then all bills and internet usage are included in the rent.

8. Security Bond

9. Dispute Resolution

The Head-tenant or Property Owner and the tenant 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.

10. Written Receipts

The Head-tenant or Property Owner agrees to provide the tenant with a written receipt for all money paid to the Head-tenant or Property Owner, including money paid for occupancy fees, a security bond and for any utility charges. The receipt should be provided within a reasonable time period after the payment is received.

11. Termination

The tenant is entitled to know why and how this Occupancy Agreement may be terminated, and how much notice will be given before termination. The tenant may not be evicted without reasonable written notice from the Head-tenant or Property Owner. This Agreement can also be terminated by the tenant by written notice given to the Head-tenant or Property Owner. Agreed reasons for termination and notice periods are set out below.

Notice to be given under this occupancy 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**
- Continued minor breach of this Agreement or the house rules, following a written warning - **1 week**
- Non-payment of the occupancy fee or bond - **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 tenants, owners and employees.

On termination the tenant is still required to pay up to the end date on the notice. If the tenant catches up with the rent or pays up to the end date after being served a Termination Notice, it does not automatically guarantee the tenancy continuing without first obtaining the explicit written approval from the Head-tenant or Property Owner that they may stay on further after the end date.

Reason for termination by tenant:

- Serious breach of agreement by head-tenant or property owner - **1 week**
- Minor breach of agreement by head-tenant or property owner after the fixed rental period - **2 weeks**
- No grounds or any other reason after the fixed term rental period - **4 weeks**
- During the fixed term at any time, a notice can be issued but will not take effect until after the fixed term has finished* - **4 weeks**

** if termination during the fixed term, the tenant is to continue to pay the rent owing till the end of the fixed term occupancy agreement period, or until a new replacement tenant can be found. The Head-tenant or Property Owner will make all reasonable effort to find a replacement sub tenant after written notice is given. This will involve advertising online on sites eg. realestate.com.au, Flatmate.com.au, and plus a reletting fee of one week rent will apply. A total brake accommodation agreement fee will be deducted from your bond.*

12. Use of the Premises

The tenant agrees not to wilfully or negligently cause damage to the premises or to use the premises for an illegal purpose and to respect other tenants' rights to quiet enjoyment of the premises.

13. Ingoing Condition Report by Video

An **in going** video recording condition report of the room will be taken one day prior, or on the day of the start of this agreement, and a copy will be emailed to the tenant as a record of the ingoing condition report.

14. Fixed Term agreement

After the fixed term this agreement will continue as a periodic agreement.

15. Head Lease Sub Lease

This Share Accommodation Agreement is subject to the conditions of an existing Residential Tenancy Agreement (Head Lease) with the owner of the property. Regardless of this Share Accommodation Agreement being in a Fixed Term or Periodic, if the Head Lease (RTA) is terminated by the owner or by the Head Tenant for any reason, the Head Tenant will give the flatmate 30 days notice to vacate the property.

I agree and understand the house rules and I agree to abide by them.

Name (printed): _____

Signature: _____

Date: _____

Signature

Signed head tenant/property owner:

Name (printed): _____

—

Signature: _____

Date: _____

Signed new flatmate:

Name (printed): _____

—

Signature: _____

Date: _____