

# Flatmate Agreement

## Property Owners Details:

Maxine Colligan  
Mob: 0428224910  
[roomrentalsmacarthur@gmail.com](mailto:roomrentalsmacarthur@gmail.com)

Matthew Colligan  
Mob: 0433224910  
6 Stowe Avenue, Campbelltown 2560

***\*This document is a FLATMATE AGREEMENT, not a residential tenancy agreement\****

## Flatmates Details:

Name of applicant 1:	(If applicable) Name of applicant 2:
_____	_____
Mobile number of applicant 1:	Mobile number of applicant 2:
_____	_____
Valid email of applicant 1:	Valid email of applicant 2:
_____	_____
Current Alternative address:	Current alternative address:
_____	_____
Occupation/employer reference or previous tenancy reference:	Occupation/employer reference or previous tenancy reference:
_____	_____
_____	_____
<u>Emergency contact name and number:</u>	<u>Emergency contact name and number:</u>
_____	_____
_____	_____

This agreement is on the basis of renting one (1) bedroom ONLY, with the other areas of the house being shared and common areas to all housemates.

Please tick which room you are interested in renting:

- Room 1                       Room 3                       Undecided.  
 Room 2                       Room 4

All options below are INCLUDED in the rent amount and will NOT be paid for separately. Please tick all that you agree to: (all boxes should be ticked)

- |   |  |
|---|--|
| <input type="checkbox"/> Water  | <input type="checkbox"/> Internet                  |
| <input type="checkbox"/> Electricity  | <input type="checkbox"/> Room is furnished         |
| <input type="checkbox"/> Gas  | <input type="checkbox"/> This is a shared facility |
| <input type="checkbox"/> The bill for neglect of the property will be passed on to the responsible tenant. In the event someone is not found guilty of neglect, the bill will be split evenly between all rooms. This includes pest control bills due to neglect, and council bills due to garbage not being in the correct bins. |  |

### Rent, Deposit and Termination:

General rent and termination rules. Please tick box to agree.

- Start lease is required for a minimum of 4 months.
- Holding deposit amount is 4 weeks rent.
- The room will be held for 2 weeks once a deposit has been made.
- The tenant is entitled to 4 weeks written notice of any increase in the occupancy fee. Rent cannot be increased during a fixed term.
- 2 weeks bond amount will be forfeited to the landlord if a lease agreement is signed and terminated prior to the move in date specified on this agreement. If the tenant wishes to leave after the lease start date, the 'notice to end lease' terms apply.

Rent amount to be paid:

- Weekly
- Fortnightly
- Monthly
- Other: \_\_\_\_\_

Security bond payment:

- Security bond will be paid as EFT (electronic funds transfer) or,
- Through rental bonds online form.

Rent payments:

- Rent is collected by Cubbi<sup>1</sup> with the agreed amount and with the agreed period set above. Cubbi does not hold any agreements between the tenant and property owner, cubbi is a platform used by the property owner for the sole purpose of collecting rent and setting reminders on rent that is late or owing. This contract is not affiliated with cubbi.

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<sup>1</sup> <https://www.cubbi.com.au/renter#already>

*“The lease agreement is between the Owner and Tenant and therefore Cubbi is not part of any lease agreement generated in Cubbi, rather Cubbi facilitates the process to make it simple.” -  
Quote from Cubbi’s FAQ (27/03/2022)*

- Please speak to Matthew 0433224910 about setting up an account with cubbi for payment of rent.

Security Bond Information. Please tick each box to agree:

- A security bond is payable to the landlord or NSW Rental Bond Online<sup>2</sup> with this amount being no more than 4 weeks occupancy fee. The security bond is payable on the day the agreement is signed or on the following day. The security bond will be returned to the tenant within 14 days after the end of this agreement provided there are no extenuating circumstances to cover, such as:
  - The reasonable cost of repairs to the residence, or goods within the residence, as a result of damage (other than fair wear or tear) caused by the tenant or their guest.
  - Any occupancy fee or other charges owing and payable under this agreement.
  - The reasonable cost of cleaning any part of the premises occupied by the tenant and not left reasonably clean.
  - The reasonable cost of replacing locks, cameras, or other security devices altered, removed or added by the tenant without the consent of the property owner.
  - You are reminded that on leaving, the room is to be returned the way it was given to you. That includes cleaning the room, replacing the bed linen, and returning the bed, made. If the room is not cleaned or there is any damage, the cost to rectify will be taken from your bond. Any disagreements, amounts owing, or unpaid rent will be taken to the NSW Civil and Administrative Tribunal (NCAT) for enforcement.

Notice to end lease for either party, please select all to agree:

- This lease may be terminated (even within the initial 4 months of tenancy) under the following circumstances:
  - IMMEDIATE - violence or threats towards anyone living or working in, or visiting the premises. Immediate termination is likely to be necessary in this situation in order to protect other tenants, owners or employees.
  - 1 DAY - willfully causing damage to the premises or using the premises for an illegal purpose.
  - 3 DAYS - tampering with security cameras with only 1 previous warning.
  - 3 DAYS - continued and major breach of this agreement or the house rules following a written warning.
  - 1 WEEK - continued minor breach of this agreement or the house rules following 2 written warnings.
  - 2 WEEKS - no payment of the occupancy fee or bond.
  - 4 WEEKS - major dispute with no resolution made with best efforts made by landlord and tenant.

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<sup>2</sup> <https://www.fairtrading.nsw.gov.au/housing-and-property/renting/rental-bonds-online>

- 4 WEEKS - any other reasoning including vacant possession required or 'no grounds' termination.

Written warnings may be given for the following reasons (please tick all to agree):

- Not following any of the house rules, general rules, or bedroom rules (stated above).
- Warnings may be given for a breach of ANY clause of this contract as a minor warning. On the day of the 3rd written and formal warning for a minor breach, you may also be given a notice to vacate the premises.
- For major breaches of this contract, 1 formal written warning will be given. At the time of a second formal written warning of a breach of this contract, you may also be given a formal notice to vacate the premises.
  - Major breaches include the following: tampering with, or moving security cameras.
- An instant notice to vacate the premises may be given under the following circumstance with NO written warning: violence, threats, willfully causing damage to the property,

## House Rules:

Fire safety:

- There must be a clear 1m parameter surrounding all fire extinguishers and fire blankets.
- Once fire extinguishers and fire blankets have been used, you must notify the landlord immediately so they can be replaced.
- For safety reasons, the hallways, stairways and fire escapes 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 or common areas at any time.

Maintenance - Please tick all to agree:

- Tenants shall maintain their room in a condition that does not create a fire and/or health hazard.
- Your bedroom is to be cleaned on a weekly basis. Property owners may inspect with another tenant as a witness.
- No pets are allowed on the premises or in bedrooms as this is a shared environment and other housemates may have allergies or intolerances.
- No food is permitted in the bedrooms. You are to eat and drink in the kitchen/dining room areas only.
- No overnight visitors are permitted.
- All tenants must clean up after themselves in bedrooms, kitchen and common areas.
- Please ensure all food and drinks in the pantry and fridge have a container and lid, cling wrap, snap-lock bag, etc to seal the food off. Failure to do so will bring in pests (ants, spiders, cockroaches, mice) and the bill for the pest control will be passed onto tenants.
- Please dispose of your rubbish in the correct bin. Failure to do so will mean the council will refuse to empty the bins and the house will be fined. This fine will be passed onto

the tenants. If you have any questions, please talk to Maxine or Matthew and refer to the diagram on the fridge and on the inside of the bin lids.

Bedroom - Please tick all to agree:

- No alcohol, bad language or drugs.
- Tenants are required to provide access to their bedrooms in order for repairs to be done. Tenants will be given as much warning as possible when repairs are being scheduled.
- Fan heaters are NOT allowed to be used in the house.
- Monthly room inspections may be required. You will be given notice according to this agreement.

General - Please tick all to agree:

- Tenants are responsible for the behaviour of their guests.
- The yard is to be kept clear of garbage and debris at all times.
- No smoking within 5 metres of the property.
- No alcohol, bad language or drugs from tenants or their guests.
- Fan heaters are NOT allowed to be used in the house.
- The ducted air conditioning system is to be set no lower than 23°C on cold. Please ensure all windows and doors are CLOSED when the AC is in use.
- Please check that all the lights and appliances are turned off after use and before you leave the room/house. This includes the gas stove!
- If anything is broken, please notify the property manager as soon as practical (some items are shared for all tenants, ie kettle, toaster, microwave, some fridges, etc).
- Do not create loud noise at unreasonable hours of the night. Please be considerate of your housemates. Quiet hours shall be between the hours of 9:30pm and 8:00am, and 11:00pm and 11:00 am on weekends.

Written Receipts:

- The property owner agrees to provide the tenant with a written receipt for all money paid to the property owner, including money paid for occupancy fees, a security bond and any utility charges. Cubbi will provide digital receipts for rent paid.

Dispute Resolution:

- The property owner and 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.

Inspection Access - Please tick all to agree:

- The property owner may enter and inspect common areas at any reasonable time without notice and without reason. Repairs, cleaning and maintenance of common areas can be carried out at reasonable times. The property owner may only enter the tenants

room at a reasonable time, with reasonable notice and on reasonable grounds. Agreed access and notice times are set below.

- IMMEDIATE - In an emergency, or to carry out emergency repairs or inspections.
- 24 HOURS - to clean premises.
- 24 HOURS - to carry out repairs.
- 24 HOURS - to show the room to a prospective tenant.
- 48 HOURS - to carry out inspections.

### Use of Security Cameras in Common Areas:

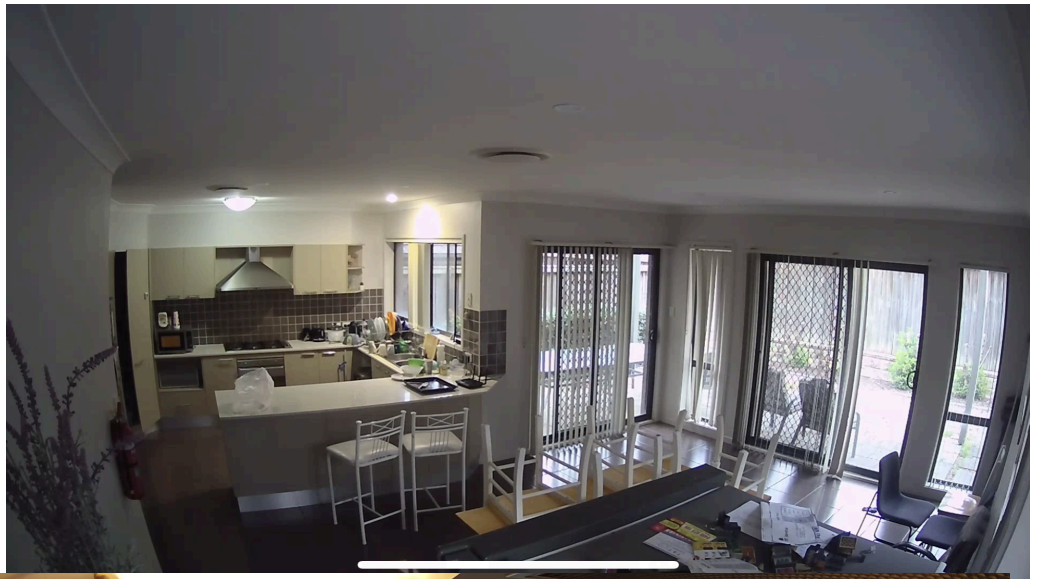
- The security cameras are in place for safety and security purposes only, and will only be reviewed when someone has made a complaint, expressed a concern, or damage to the premises has been reported.
- Legally, cameras are allowed to be used in common areas and cannot be facing bedroom, bathroom or toilet doors for privacy concerns. (please see attached images)
- Security footage is recorded for 1 month exactly and then written over (deleted). These are stored on an app on Maxine's phone. Maxine is the only person who has access to this footage. If you have any requests, threats, robberies, or notice any significant damage, please contact Maxine ASAP on 0428224910.
- Tampering with, or moving the security cameras will result in a written warning. At the time of a second written warning, you will also be handed an eviction notice. This is a serious offence and will be taken very seriously as there are specific guidelines as to where the cameras cannot be facing. (bedrooms, bathrooms, toilets, personal areas).
- There are 5 security cameras, 4 with audio recording, in and around the premises. 2 cameras outside and 3 cameras inside.

Camera 1 - inside the doorbell.



Camera 2 - out the front of the premises.

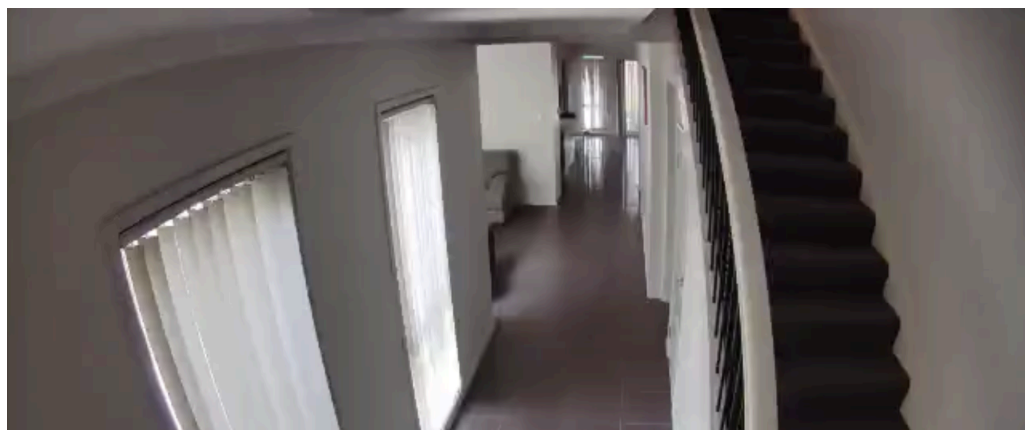
Camera 3 - in the kitchen, overseeing the windows and back doors.



Camera 4 - Upstairs above the airconditioning unit. This camera does not record audio or face towards any bedrooms/bathrooms (for privacy concerns).



Camera 5 - Downstairs, viewing the staircase,



hallway and windows/doors along the hallway.

Please add any questions about this agreement below (or feel free to contact Maxine or Matthew at any time):

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Please attach a clear photo of your ID to this document (drivers licence, photo ID, passport etc) or send a copy to [roomrentalsmacarthur@gmail.com](mailto:roomrentalsmacarthur@gmail.com)

- Under the sharehouse insurance, the tenants belongings that are left in common areas are NOT insured. If you agree and are willing to take that risk, you may keep certain items in the common areas (ie, fridge, laundry basket, pantry cupboard, etc). Please list these items below:

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- By selecting 'I agree', you confirm that you have read, agreed to, and understood all of the rules stated above. This form may be sent to [roomrentalsmacarthur@gmail.com](mailto:roomrentalsmacarthur@gmail.com) electronically by the prospective tenant, or, if a physical copy is given to the property owners, a digital copy of this agreement will be sent to you for your own records.
- At the end of the agreed period, the property owners will discuss with you in person as to whether an extension will be signed by both parties to continue this agreement, or if this agreement will discontinue and eviction notice will be given by either party.

Lease start date (if known): \_\_\_\_\_

Lease end date (if known): \_\_\_\_\_

Name and signature of person 1:

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Name and signature of person 2:

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Maxine Colligan

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Matthew Colligan

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