



# ROOMING HOUSE AGREEMENT

For advice contact Consumer and Business Services on 131 882

## PROPRIETOR:

Insert full name/s:	
Address:	
	Postcode:
Contact telephone number:	

## RESIDENT/S:

Insert full name of resident 1:	
Contact telephone number:	Email address:
Insert full name of resident 2:	
Contact telephone number:	Email address:

## ADDRESS OF PREMISES:

Room:	Address:
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## TERM OF AGREEMENT:

Starting on: / /	Ending on (only for fixed agreements): / /	Fixed term of (eg. 6 or 12 months):
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## RENT: Payment of rent will be made on:

Weekly amount: \$	Insert day of week rent is due	of each week/fortnight/month
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## BOND AMOUNT:

\$
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## METHOD OF PAYMENT:

Insert how/where the rent is to be paid:
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## OTHER CHARGES:

The resident will be required to pay for: (tick those which are applicable and insert or attach relevant information)

<input type="checkbox"/>	rates and charges for water supply	at the rate of \$ .....per .....
<input type="checkbox"/>	electricity	at the rate of \$ .....per .....
<input type="checkbox"/>	gas	at the rate of \$ .....per .....
<input type="checkbox"/>	telephone	at the rate of \$ .....per .....
<input type="checkbox"/>	meals	at the rate of \$ .....per .....
<input type="checkbox"/>	other: .....	

# TERMS OF THE AGREEMENT

## 1. **Application of the Act and Regulations**

The proprietor and the resident are legally bound to comply with the provisions of the *Residential Tenancies Act 1995* and associated Regulations. An agreement or arrangement that is inconsistent with this Act or purports to exclude, modify or restrict the operation of this Act, is (unless the inconsistency, exclusion, modification or restriction is expressly permitted under the Act) to that extent void.

## 2. **House rules**

The proprietor may make written rules about conduct or behaviour of the residents, known as *house rules*. Any house rules in operation will be taken to be terms of this agreement. A copy of the house rules will be on display in a prominent place at all times. On request, the proprietor will provide a copy of the house rules to the resident. The proprietor will only make house rules that are reasonable and that help maintain the health and safety of persons or the safety of property. The proprietor will give the resident seven days notice of any change to the house rules.

## 3. **Proprietor's obligation to repair and keep premises clean**

The proprietor will hand over the room in a reasonable state of cleanliness, maintain the room and ancillary property in a reasonable state of repair and abide by all legal requirements affecting the rooming house. The proprietor will ensure that all shared facilities are kept in a reasonable state of cleanliness. The proprietor will give the resident not less than 14 days notice of renovations to the rooming house and will minimise inconvenience to the resident if carrying out renovations to shared bathroom, toilet or laundry facilities.

## 4. **Maintenance of room - resident**

The resident will keep the room in a reasonable state of cleanliness and will notify the proprietor of any damage to the rooming house or any state of disrepair that arises during the agreement. The resident will not intentionally or negligently cause or permit damage to the rooming house or ancillary property. The resident will keep the room in a condition that does not give rise to a fire or health hazard.

## 6. **Use of the rooming house**

The resident will not use, allow or cause the rooming house to be used for any illegal purpose. The resident will not cause or permit an interference with the reasonable peace, comfort or privacy of other residents of the rooming house. The resident will not keep an animal on the premises without the proprietor's consent.

## 7. **Resident's right to peace comfort and privacy**

The proprietor will not unreasonably restrict or interfere with the quiet enjoyment of the resident's room or facilities at the rooming house by the resident or the reasonable peace, comfort or privacy of the resident in their use of the room or facilities at the rooming house. The proprietor will ensure that the resident has reasonable access at all times to the resident's room and to the toilet and bathroom facilities.

## 8. **Proprietor's right of entry**

The resident is required to give the proprietor reasonable access to the room. The proprietor will exercise his or her right of access to the resident's room in a reasonable manner and will not stay in the room longer than is necessary to achieve the purpose of entry without the resident's consent.

## 9. **Security of personal property**

The proprietor will provide and maintain the locks and other devices that are necessary to ensure the resident may make his or her room reasonably secure. Neither the proprietor nor the resident will alter, remove or add a lock or security device without the consent of the other. Neither the proprietor nor the resident will unreasonably withhold his or her consent to the alteration or removal of a lock or security device by the other. The proprietor will take reasonable steps to ensure the security of personal property of each resident of

the rooming house and will provide the resident with a lockable cupboard or other facility to keep personal property secure.

**10. Statutory charges**

The proprietor must bear all statutory charges imposed in respect of the accommodation. However, the proprietor may require the resident to make a payment for rates and charges for water supply; or for the provision of electricity, gas or telephone services at the premises; or for meals or other facilities or services (such as meals, cleaning and laundry of linen) provided by the proprietor. The proprietor will, before the facilities or services are made available or provided to the resident, inform the resident in writing of the basis on which charges for those facilities or services will be made.

**11. Sale of the rooming house**

The proprietor will give the resident written notice of the proprietor's intention to sell the rooming house not later than 14 days after entering into a sales agency agreement for the sale of the premises. The rooming house will not be advertised for sale or made available for inspection by prospective purchasers until 14 days after the resident is notified of the proprietor's intention to sell the rooming house. If the rooming house is sold, the proprietor will give the resident written notice of the name of the purchaser and the date from which rent is to be paid to him or her.

**ADDITIONAL TERMS OF AGREEMENT**

*Insert any other terms of the agreement:*

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**SIGNATURE OF PROPRIETOR:**

	<i>Date:</i> / /
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**SIGNATURE OF RESIDENT/S:** *Ensure you have read all terms of this agreement before signing.*

	<i>Date:</i> / /
	<i>Date:</i> / /

**A COPY OF THIS AGREEMENT MUST BE GIVEN TO THE RESIDENT**