

Citygroves PART 3 – SPECIAL CONDITIONS

Office location:

Unit 4 Room 4, City Groves – 27-29 Herston Road, Kelvin Grove QLD 4059.

1. Inspection and rental premises access

A representative of City Groves will undertake quarterly (every 12 weeks) inspections of the Rental Premises (bedrooms) which does not get room service. Do not wait until inspections to advise City Groves of repairs and maintenance (Refer Item 2). Resident is required to advise of all repairs and maintenance items as soon as they become aware of them. To enable effective property management, City Groves may take photos of the Rental Premises at these inspections. All common areas of the Rental Premises may be accessed by the City Groves staff at any time without having the requirement to issue any notice in advance and are generally inspected on a weekly basis in order to make sure houses are maintained in a reasonable condition.

2. Repairs and Maintenance

All areas requiring non urgent maintenance are to be reported to Arun Madhoji via email on enquiries.citygroves@gmail.com with heading Maintenance Request. To ensure the maintenance request is promptly dealt with, residents are to provide as much information as possible eg; photos of items that need maintenance, photos of the make and model number of appliances and where applicable screenshot of Telstra internet speed test results. City Groves will not be held liable, or be required to provide compensation to residents, in cases where the maintenance required is a direct result of residents intentionally or accidentally causing damage to the property, its furnishings or appliances.

3. Emergency Repairs

In case of emergency (burst pipe, flooding etc) please email Arun on enquiries email or message him on 0412070403. If you cannot contact Arun, Residents must do the following:

Assess the situation – does the situation include:

1. A failure or breakdown of the gas (including a gas leak), water supply (including a burst water service) to the premises or electrical (including dangerous electrical fault). In case of loss of power, it is important:
 - 1.To make sure that one of the appliances has not caused a problem (check this by unplugging all appliances)
 - 2.To check there is not a blackout in the area by calling Energex on 13 62 62.
2. A failure or breakdown of an essential service / appliance for hot water, cooking or blocked or broken lavatory (toilet) system
3. A fault or damage that makes premises unsafe or insecure
4. A serious roof leak and / or flooding or serious floor damage. In this case the water mains need to be turned off ASAP. We will provide location of water mains for each unit in the new House rules.

3. Personal Insurance

The resident must acknowledge that it is their own responsibility to take out contents insurance on their own personal belongings.

4. Room Clean.

The room cleaning will occur between 8.30 a.m. to 5.30 p.m. Monday to Friday, once a month, as per the room clean schedule placed in the common areas of the property or emailed. The room clean includes:

- Vacuuming or mopping of floors – if personal belongings are not removed off floors, the floors cannot be cleaned;
- Dusting of hard surfaces – if personal belongings are not removed off surfaces, the surfaces cannot be cleaned;
- Wiping down surfaces of ensuite (if applicable). Surfaces include top of lavatory, basin, and glass. In depth cleaning must be undertaken by tenant on a regular basis;
- Replacement of the linen pack with a clean set of linen (bed sheets x 2 and pillow case); and
- Laundry services for linen.

In order for the room clean to occur the resident is required to ensure that the floors are free of any personal items. If there are significant stains on the sheet that City Groves staff do not believe can be removed with a regular wash we will not be removing the bedsheet and resident will be required to clean this sheet themselves and return to City Groves before the next room clean. Until it is returned Resident will not receive change of linens. If Resident cannot remove the stains they will need to replace it. We advise that Resident refrain from eating/drinking/completing artworks on the bed. Also be mindful that pens can leak.

Room cleaning is included in the rent, however, if the Resident does not wish to make use of the services they may opt out of the service by notifying City Groves Staff via enquiries email. However we will conduct an inspection of these rooms every three months.

Note: A BRAND NEW mattress protector has been supplied to each tenant upon moving in. The mattress protector is to be correctly fitted to the bed(s) in the room (s) AT ALL TIMES. If the mattress is damaged as a result of the mattress protector not being on the bed, the Resident will be charged to replace the whole mattress.

5. Absence.

Residents who will be away from their room are to ensure prior to leaving, that their rent is paid for the period of absence. Rent remains at the amount detailed on the lease agreement during periods of absence. Nobody is permitted to stay in the room whilst the resident is absent without prior written approval by City Groves.

6. Payment Instruction

Rent is required to be paid weekly/fortnightly/monthly in advance by way of direct deposit into the following account.

Account Name: The Madhoji Family Trust

Description or Reference Number : This will be the first 3 letters of your surname, followed by the unit and room number using U for unit and R for room.

eg; Sam Smith : unit 9 room 5 -----> Reference code :SMIU9R5

Bank: NAB

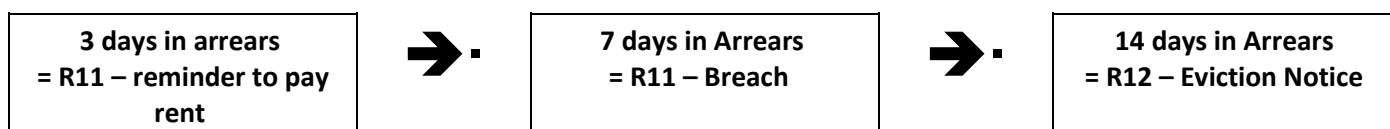
Name: The Madhoji Family Trust

BSB: 083-170

Account Number: 68-686-5702

Please ensure that you enter your unique reference code as shown above when you deposit your rent. Failure to do this correctly may result in your funds being put in the wrong account or an unknown account, resulting in you receiving a breach notice (refer below).

City Groves has a ZERO TOLERANCE POLICY on rental arrears.



Locks changed if key is not handed overcosts to be borne by the tenant

On the third day that your rent is late you will be issued with a Form R11 Notice to Remedy Breach for Rent Arrears. This allows you 4 (four) days to pay all outstanding rent. The morning after this 4 (four) day period ends (breach period) you will be issued with a Form R12 Notice to Leave giving you 4 (four) days to vacate the premises. If rent is not paid by p.m. on the day that the Form R12 Notice to Leave expires (Notice to leave period) City Groves will attend the property with a locksmith to change the room locks and ALL personal items belonging to you will be removed from your room in accordance with the legislation requirements. City Groves will not be held responsible for your personal belongings. City Groves may also lodge documents to be eligible for compensation with the Queensland Civil and Administrative Tribunal (QCAT). If there are outstanding costs including unpaid rent, you may be listed on TICA, an International Tenancy Default Database (you will be blacklisted as a tenant).

7. Maintenance of House & Cleanliness

Residents are responsible to maintain the Rental Premises in a clean, tidy and hygienic condition at all times. This includes all internal and external areas of the Rental Premises, including the garden and lawn. If your Rental Premises is inspected and you are not complying with your responsibilities in this regard, you may be issued with a Form R11 Notice to Remedy Breach. Un-remedied breaches can lead to the Resident being asked to vacate the premises.

8. Serious Breach.

City Groves may give a Resident the Form R12 Notice to leave requiring the Resident to leave the Rental Premises immediately if they believe the Resident has committed a serious breach of the Form R18 Rooming Accommodation Agreement or House Rules.

Some examples of a serious breach (but not limited to these examples) include:

- the Resident has used their room or common rooms of the Rental Premises for an illegal purpose
- the Resident or their guest has destroyed or damaged a part of the Rental Premises including common areas
- the Resident or their guest have endangered another person within the Rental Premises or their guest
- the Resident or their guest have significantly interfered with the reasonable peace, comfort or privacy of another Resident
- the Resident or their guest have tampered with the fire safety equipment
- the Resident has neglected to inform management of serious damage/ maintenance issues which have resulted in damage to the property- whether or not it was caused by the Resident themselves.

If the Resident is asked to leave due to a serious breach, under section 178 of the Residential Tenancies and Rooming Accommodation Act 2008, the Resident is liable to pay all or part of the rent remaining payable under the Form R18 Rooming Accommodation Agreement; or increased rent; or an amount as a penalty or liquidated damages.

9. Internet Usage

Internet password as provided. Further information in relation to internet is available on House rules.

10. Smoke / Fire Alarms

If the smoke detector is beeping would mean it needs a new battery. Please advise CityGroves staff and we will endeavour to have the battery replaced ASAP. DO NOT attempt to do this yourself or try to remove the battery or replace the battery as this can damage the smoke detector. Any tampering with a Smoke Alarm will be considered a serious breach of the Rooming Accommodation Agreement (see Item 10 of these Special Conditions) and the tenant will become responsible for the cost of repairs if required.

11.If Residents' contact details (mobile phone or email address) change, they are required to advise City Groves immediately upon becoming aware of this change. If City Groves attempt to contact Residents and are not able to communicate with them, they are to ensure they contact City Groves as soon as possible.

12. Breaking the Lease

The Form R18 Rooming Accommodation Agreement is a legally binding document locking resident into this agreement until the lease end date (R18 7.3). Should resident decide to vacate earlier than the lease end date (R18 7.3), the lease break procedure is as follows:

12.1 Complete and submit Form R13 Resident Leaving Form to the Providers Agent

12.2 Pay \$150 advertising fee (property will not be listed until paid).

12.3 Resident will be responsible for the payment of rent until the lease end date (R18 7.3) OR until a suitable replacement is found by either the Resident or City Groves and approved by City Groves.

12.4 Residents should make the Rental Premises and themselves available to show prospective residents at reasonable times and when City Groves cannot. Please note in between tenancies the level of enquires is very slow. This is especially the case around exam times.

12.5 The Resident will be responsible to pay an administration fee which is equivalent to 2 (TWO) weeks rent plus GST to cover the costs associated with re-letting the property – property will not be listed until paid). City Groves will commence advertising and inspections as soon as the full break lease and advertising is paid.

12.6 Residents are responsible to pay for the replacement of the mattress protector, approximate cost is \$20.

12.7 Exit procedure will be the same as in Section 7 of this document.

12.8 The Bond will be refunded once a suitable replacement Resident has signed a Form R18 Rooming Accommodation Agreement and all costs and expenses relating to the early termination have been received by City Groves. RTA legislation allows 14 days for the return of the bond once the tenants' lease has come to an end.

12.9 Bond will not be refunded until: ALL Rent is paid up to the required date as notified by City Groves, keys are returned to City Groves, Administration and Advertising Fees are paid and the rental premises is in the same condition as per the Form R1 Entry Condition Report. RTA legislation allows up to 14 days for the bond to be finalised.

13. Keys & Lockouts

13.1 Residents who lose their keys will be charged \$90 including GST per key replacement charge for any registered or restricted keys, to be paid in full before replacement keys will be ordered. Note average ordering time is 48 hours.

13.2 Should you need a staff member to open their door due to lockout this incurs a \$25 attendance fee between the hours of 9am-5pm. However only if we have staff rostered on that day.

13.3 If tenant/s lock themselves out of the property outside of office hours or a staff member is not rostered on that date Top Lock Locksmith should be contacted at the tenants cost.

13.4 Top Lock is available for 24-hour a day, 7 days a week access and can be called anytime. Top Lock will be able to advise of their lockout cost when you call. City Groves has an arrangement with Top Lock so that they will have access to a master key which will open the front door as well as your room door. The tenant is liable for all costs associated with the lock out including that of any/all third party contractors.

Contact details :Top Lock Pty Ltd: 1300 553 945.

14. End of Tenancy & Exiting the Property

14.1 City Groves will provide you (the Resident) not less than two calendar weeks prior to the lease end date (R18 7.3) of the Form R18 Rooming Accommodation Agreement to with a Preliminary Lease Renewal Offer and RTA Notice to Leave From.

14.2 The Resident) are required to advise City Groves in writing no later than 2 WEEKS after receiving the Preliminary Renewal Offer and Notice to Leave of whether or not you wish to renew your lease, after which time the Notice to Leave form will be enforced. The vacate date cannot be earlier than the lease end date (R18 7.3) detailed on the Form R19 Rooming Accommodation Agreement unless agreed upon in advanced by the Manager.

14.3 Exiting the Property:

14.3.1 Ensure rent is paid up in full until the last day of the lease (R18 7.3). If the lease ends in the middle of the week, amount payable may be calculated by dividing the weekly rent by 7 to get the daily rate, and multiply it by the number of days remaining.

14.3.2 Upon leaving the rental premises must be returned to City Groves in the same condition it was handed to the Resident on the lease start date (R18 7.2), as per your form R1 Room Condition Report.

14.3.3 City Groves have cleaned marks, repainted the common area walls and taken note of any dents that are still there. In order to ensure that damage to walls are minimised, City Groves staff can assist residents in removing their luggage from the premises. If assistance is required vacating tenants must notify City Groves staff at least 7 days in advanced when they are planning on taking their luggage down the stairs. If the tenant does not request staff for assistance, it will be assumed that they caused any new damage to the walls were caused during moving out and the will be charged the cost of the repairs

14.3.4 All items such as bin, power board, washing basket etc must be in placed the room without damage.

14.3.5 Bedsheets and pillowcases must be folded and left on the bed.

14.3.6 Resident must refer to the Entry Condition Report in relation to the original condition of the room.

14.3.7 The room will need to be BOND cleaned with steam cleaning of carpet and mattress, quilt and pillow for the new incoming tenant. The resident may organise the bond clean themselves (evidence will be required such as an invoice), however if City Groves staff find that the room has not been cleaned to the same level as it was when you entered as per the entry condition report we will conduct special cleaning and invoice you the cost.

14.3.8 Alternatively, City Groves can arrange bond clean of the room for the resident.

See pricing in the schedule attached at the end of the document. The reference is the regular code used for rental payment followed by CLEAN.

Account Name: The Madhoji Family Trust

Reference: _____ CLEAN

Bank: NAB

BSB: 083-170

Account Number: 68-686-5702

14.3.9 The shelf that has been allocated to Resident in the fridge and kitchen must be emptied and cleaned. Resident should take a photo and email it as proof in case other residents use this space unknowingly before staff can perform an inspection. If this is not done, the resident will be charged \$100 removal and cleaning charge.

14.2.10 Resident must make sure they leave the key inside the bedroom on the desk, and lock the door upon leaving – any missing items from the room will ultimately be their responsibility.

On the basis that the above exit procedure has been completed, and rent is paid up to date City Groves will be able to refund the residents' bond in full.

15 Understanding My Obligations

15.1 I understand and acknowledge:

15.1.1 The Form R18 Rooming Accommodation Agreement I have signed is a legally binding agreement

15.1.2 I have an obligation to uphold all requirements as signed today

15.1.3 I agree to all House Rules and Special Terms

15.2 If Resident default on any of the following:

15.2.1 Absconding or Arrears Default

15.2.2 Not leaving the key(s) or the Rental Premises clean when Resident leaves

15.2.3 Causing any damage to the Rental Premises clean when Resident leaves

15.2.4 Leaving before the agreed lease term is expired

15.2.5 Failure / refusal to pay any fees detailed in the lease documentation (House Rules or Special Terms)

15.3 City Groves may take the following action:

15.3.1 Police will be contacted and a full report made:

15.3.2 Tribunal and court documentation will be lodged for compensation;

15.3.3 All accommodation suppliers in the surrounding areas will be given the resident's contact information and advised of the default;

15.3.4 Centrelink will be contacted

15.3.5 All information provided by the Resident will be forwarded to a National Debt Collection Agency

15.3.6 All information provided by the Resident may be listed on a National Tenancy Default database (used by all accommodation suppliers including Boarding House, Real Estate Agents and Caravan Parks);

15.3.7 The Resident's listed emergency contact person will be contacted to advise of the default and asked to assist with payment of any outstanding monies;

15.3.8 The Bond will be claimed immediately

15.3.9 The Department of Immigration may be contacted and advised of the Resident's tenancy default. This may result in the immediate cancellation of the Resident's visa.

We encourage Residents to work with our staff in order for us to best assist a smooth transition from this agreement.

16 .It is important that tenants familiarise themselves with RTA Rooming accommodation legislation

Bond Cleaning Schedule

Property	Total Charge (inc GST)	Property	Total Charge (inc GST)
U1/R1/27-29 Herston Road	250	U7/R5/27-29 Herston Road	220
U1/R2/27-29 Herston Road	250	U7/R6/27-29 Herston Road	275
U1/R3/27-29 Herston Road	220	U8/R1/27-29 Herston Road	330
U1/R4/27-29 Herston Road	330	U8/R2/27-29 Herston Road	275
U1/R5/27-29 Herston Road	300	U8/R3/27-29 Herston Road	275
U2/R1/27-29 Herston Road	360	U8/R4/27-29 Herston Road	275
U2/R2/27-29 Herston Road	275	U8R5/27-29 Herston Road	220
U2/R3/27-29 Herston Road	275	U8R6/27-29 Herston Road	275
U2/R4/27-29 Herston Road	220	U9/R1/27-29 Herston Road	330
U2/R5/27-29 Herston Road	275	U9/R2/27-29 Herston Road	275
U3/R1/27-29 Herston Road	360	U9/R3/27-29 Herston Road	275
U3R2/27-29 Herston Road	330	U9/R4/27-29 Herston Road	275
U3/R3/27-29 Herston Road	275	U9/R5/27-29 Herston Road	220
U3/R4/27-29 Herston Road	275	U9/R6/27-29 Herston Road	275
U4/R2/27-29 Herston Road	360	U10/R1/27-29 Herston Road	330
U4R1/27-29 Herston Road	330	U10/R2/27-29 Herston Road	275

U4/R3/27-29 Herston Road	275	U10/R3/27-29 Herston Road	275
U4/R4/27-29 Herston Road	275	U10/R4/27-29 Herston Road	275
U5/R1/27-29 Herston Road	330	U10/R5/27-29 Herston Road	220
U5/R2/27-29 Herston Road	275	U10/R6/27-29 Herston Road	275
U5R3/27-29 Herston Road	275	U11/R1/27-29 Herston Road	330
U5/R4/27-29 Herston Road	275	U11/R2/27-29 Herston Road	275
U5/R5/27-29 Herston Road	275	U11/R3/27-29 Herston Road	275
U5/R6/27- 29 Herston Road,	220	U11/R4/27-29 Herston Road	275
U6/R1/27-29 Herston Road	330	U11/R5/27-29 Herston Road	200
U6/R2/27-29 Herston Road	275	U11/R6/27-29 Herston Road	200
U6/R3/27-29 Herston Road	275	U12R1/27-29 Herston Road	250
U6/R4/27-29 Herston Road	275	U12/R2/27-29 Herston Road	250
U6/R5/27-29 Herston Road	275	U12R3/27-29 Herston Road	360
U6/R6/27-29 Herston Road	220	U12/R4/27-29 Herston Road	220
U7/R1/27-29 Herston Road	330	U12/R5/27-29 Herston Road	220
U7/R2/27-29 Herston Road	275	U12/R6/27-29 Herston Road	275
U7/R3/27-29 Herston Road	275	U12/R7/27-29 Herston Road	220
U7/R4/27-29 Herston Road	275	U12/R8/27-29 Herston Road	220

Property: Unit Room / 27-29 Herston Road, Kelvin Grove

Tenant name 1: _____

Signature / Date: _____

Tenant name 2: _____

Signature/ Date: _____

