PART 3 – SPECIAL CONDITIONS

Resident/s: \*\*\*\*\*\*\*\*\*\*

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

1. Inspection and rental premises access

A representative of City Groves will undertake quarterly (every 12 weeks) inspections of the Rental Premises. Do not wait until inspections to advise City Groves of repairs and maintenance (Refer Item 2). You are required to advise of all repairs and maintenance items as soon as you become aware of them. To enable effective property management, City Groves may take photos of your Rental Premises at these inspections. All common areas of the Rental Premises may be accessed by the City Groves at any time without having the requirement to issue any notice in advance and are generally inspected on a fortnightly basis.

2. Repairs and Maintenance – non-urgent

All areas requiring maintenance are to be reported via email. Other than in the case of emergencies (burst pipe, flooding etc…) **verbal maintenance requests to staff will not be accepted.** To ensure the maintenance request is promptly dealt with, residents are to provide as much information as possible. 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

If you have an emergency situation out of the office hours, your process is:

1. 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 your appliances has not caused a problem (check this by unplugging all appliances)
		2. To check there is not a blackout in the area – you can do this 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
2. Contact Arun Madhoji on 0412 070 403 If unable to reach, then contact Shoma Madhoji on 0413 306 697 or City Groves staff on 0411097603.

3. Personal Insurance

You, as the resident, acknowledge that it is your own responsibility to take out contents insurance on your own personal belongings

4. Room Clean.

Your room clean will occur between 8.30 a.m. to 5.30 p.m. Monday to Sunday, once a month, as per the room clean schedule placed in the common areas of the property or emailed to you.

Your 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 of ensuite (if applicable)
* Replacement of the linen pack with a clean set of linen (bed sheets x 2 and pillow case); and
* Laundry services for linen

Your room clean is included in your rent, however, if you do not wish to make use of the services you can opt out of the service by notifying your dedicated property manager in writing by email.

In order for your room clean to occur you are required to do the following:

Ensure that the floors are free of any personal items. Your room will not be cleaned if the room is not tidy.

The replacement linen will be placed on your bed. If you lose or damage the linen a replacement will be provided at the following cost

Bed sheet - $20

Pillow case - $10

A BRAND NEW mattress protector has been supplied to you. The mattress protector is to be correctly fitted to the bed(s) in your room (s) AT ALL TIMES. If the mattress is damaged as a result of the mattress protector not being on the bed, the Resident may 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
Reference: \_\_\_\_\_\_\_\_\_\_
Bank: NAB
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 receiving a breach notice (refer below).

City Groves has a ZERO TOLERANCE POLICY on rental arrears.

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **3 days in arrears= R11 – Breach Notice** | **🡺** | **9 days in Arrears= R12 – Eviction Notice** | **🡺** | **15 days in Arrears= Locks Changed** |

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 you 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. End of Tenancy

Even though your Form R18 Rooming Accommodation Agreement has a lease end date (R18 7.3), please note the following:

1. City Groves will provide you (the Resident) not less than two calendar months 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.
2. You (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.
3. At the end of the Form R18 Rooming Accommodation Agreement (R18 7.3), the Resident must complete all tasks detailed in the Exit Inspection Checklist prior to the Exit Inspection; and report any breakages and required repairs to City Groves.
4. City Groves will arrange for the room to be professionally cleaned and have the mattress and carpet steam cleaned on your behalf. The fees for exit cleaning are as follows:
	1. Standard room (no ensuite) clean, mattress and carpet steam clean - $90
	2. Ensuite room clean, mattress and carpet steam clean - $130

Payments for exit cleaning must be made two weeks prior to the lease end date. Payment is to be made via direct deposit into the following account:

Account Name: The Madhoji Family Trust
Reference: \_\_\_\_\_\_\_\_\_CLEAN
Bank: NAB
BSB: 083-170
Account Number: 68-686-5702

All residents (R18 2.1) listed on the Form R18 Rooming Accommodation Agreement should make themselves available to attend at the exit inspection which takes place at the premises at a time determined by City Groves.

14.1 In order to process your R4 Refund of Rental Bond Form, your rent must be paid up in full until the last day of your lease (R18 7.3). If your lease ends in the middle of the week, please calculate the remaining rent by dividing your weekly rent by 7 to get the daily rate, and multiply it by the number of days remaining.

 14.2 Ensure that the rental premises must be returned to City Groves in the same condition it was handed to you on the lease start date (R18 7.2), as per your form R1 Room Condition Report.This means all items such as bin, power board, washing basket etc are in the room and there is no damage. Please refer to your entry condition notice as a reminder of the original condition of the room.

14.3 Ensure the shelf that has been allocated to you in the fridge and kitchen during the house meeting has been emptied and cleaned. If you do not do this you will be charged $100 removal and cleaning charge.

14.4 You will need to pay a room cleaning fee (as per your lease contract). This is $130 for an ensuite room and $90 for a non ensuite room.  When you make the payment, use your normal reference code followed by CLEAN.

14.5 Leave your room key on your desk and lock the door upon leaving.

14.6. EXTREMELY IMPORTANT:  There has been a lot of damage to the walls over the last year which have been caused by luggage being taken up and down the stairs. City Groves have cleaned these marks and taken note of any dents that are currently on the wall. Therefore City Groves staff will assist you in taking your luggage down. Make sure notify City Groves staff at least 48 hours in advanced when you are planning on taking your luggage down the stairs. If  you do not do this- you will be charged for any new damage found on the walls of your unit after you have left the premise.

14.7 Your Bond: If all of the above is done, I will be able to refund your bond in full. This is a much quicker process than refunding your bond partially if deductions need to be made if for example there is outstanding rent, damage to the room, missing items or if you haven't paid the cleaning fee separately.

Note: please allow at least two business days for Notices to leave to arrive if sending by post.

8. Bond / Refunds

In order to process your R4 Refund of Rental Bond Form, your rent must be paid up in full until the last day of your lease (R18 7.3) AND your keys MUST have been returned to City Groves. The Resident is understood to still have complete control of the Rental Premises and still occupy the Rental Premises until the moment your keys are RECEIVED by City Groves. City Groves will endeavour to meet you onsite and conduct your exit inspection with you. Should City Groves be unable to attend at the Rental Premises with you, the Rental Premises will be inspected by City Groves within 72 hours after your keys are returned, and checked against the Exit Inspection Checklist provided to you.

9. Looking After Your Room

Maintenance of house cleanliness

You are responsible to maintain the Rental Premises in a good, clean, tidy and hygienic condition at all times. This includes all internal and external areas of the Rental Premises, including the garden and lawn. Where there is an in-room air conditioner, ensuite (bathroom) exhaust fan, or kitchen range hood, the filters are to be cleaned by the resident every three months from the start of the lease. 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. Respect your home as if it is your own.

10. 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.

11. Internet Usage

Internet password as provided. Further terms and conditions on internet usage may be provided with notice in writing.

12. Smoke / Fire Alarms

It is important to note that AT NO TIME EVER can you remove, relocate or do anything to interfere with the alarms warning sound. AT NO TIME can you remove the batteries unless replacing them. Any report from contractors entering the Rental Premises advising of any tampering with a Smoke Alarm is considered a serious breach of your rooming accommodation agreement (see Item 10 of these Special Conditions) and will result in instant termination of your lease if you are found to have contributed to the issue.

13. Office:

After hours / emergency maintenance – contact staff on 0411097603 or owner on 0412 070 403.

Office location:

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

15. Communication

If Residents’ contact details (mobile phone or email address) change, Residents are required to advise City Groves immediately on becoming aware of this change. Residents must ensure they are contactable at all times. If City Groves attempt to contact Residents and are not able to communicate with Residents, Residents are to ensure they contact City Groves as soon as possible.

16. Breaking the Lease

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

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

16.2 Pay a $100 advertising fee (property will not be listed until paid).

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

16.4 Residents should make the Rental Premises and themselves available to show prospective residents at reasonable times and when City Groves cannot.

16.5 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 – due 5 days from the date of the Break lease letter.

16.6 Residents are responsible to pay for the replacement of the mattress protector, approximate cost is $15.

16.7 A Final Exit Inspection will be conducted at the time determined by the Providers Agent and notified to you in writing in accordance with the vacate checklist upon receipt of your intention to vacate the rental premises.

16.8 The Form R4 Bond Refund Form will be completed 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.

16.9 **Bond will not be refunded until: ALL Rent is paid up to the required date as notified to you 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.**

17 Understanding My Obligations

 17.1 I understand and acknowledge:

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

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

 17.1.3 I agree to all House Rules and Special Terms

17.2 If you default on any of the following:

 17.2.1 Absconding or Arrears Default

 17.2.2 Not leaving your key(s) or the Rental Premises clean when you leave

 17.2.3 Causing any damage to the Rental Premises clean when you leave

 17.2.4 Leaving before your agreed lease term is expired

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

17.3 City Groves may take the following action:

 17.3.1 Police will be contacted and a full report made:

 17.3.2 Tribunal and court documentation will be lodged for compensation;

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

 17.3.4 Centrelink will be contacted

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

 17.3.6 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);

 17.3.7 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;

17.3.8 Your Bond will be claimed immediately

17.3.9 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 you to work with our agency in order for us to best assist a smooth transition from this agreement.

Tenant:\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\* Date: \_\_\*\*\*\*\*\_\_\_\_\_

Resident: \_\_\_\_\_1\_\_\_\_\_\_\_ Property: Unit 10 Room 5 / 27-29 Herston Road, Kelvin Grove