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. 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 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 to Arun Madhoji via email on amadhoji@bigpond.net.au.in case of emergency (burst pipe, flooding etc) please call Arun IMMEDIATTELY on 0412070403**.** To ensure the maintenance request is promptly dealt with, residents are to provide as much information as possible EG Make and model number of appliances, photos , 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

If there is an emergency situation out of the office hours, Resident 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
1. 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

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 may occur between 9 a.m. to 9 p.m. Monday to Sunday, 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 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

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.

In order for the room clean to occur the Resident is required to ensure that the floors are free of any personal items. The room will not be cleaned if the room is not tidy. 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 room service.

If Resident cannot remove the stains they will need to replace it. Cost is as follows:

$20 for bedsheet + $10 admin and delivery

$10 for pillow case + $5 admin and delivery

We advise that Resident refrain from eating/drinking/completing artworks on the bed. Also be mindful that pens can leak.

**A BRAND NEW mattress protector has been supplied. 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
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).

7.1 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 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.
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.

7.2 Exiting the Property:

* Resident must 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.
* If you have any further queries about your payments, please contact the Finance Team on finance.citygroves@gmail.com
* 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 will assist all residents (aside from those on the bottom floor) in removing their luggage from the premises. 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.
* 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 form R1 Room Condition Report.
* All items such as bin, power board, washing basket, bedsheets, keys etc must be in left the room without damage.
* The room will need to be BOND cleaned including steam cleaning of carpet and mattress 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 standard expected upon inspection, we will conduct special cleaning and deduct the costs from the bond.
* Alternatively, City Groves can arrange bond clean of the room for the resident. The resident should organise for the room to be clean by the lease end date which means they may need to make alternative arrangements for accommodation just before the lease end date. If Resident is leaving the country and has no alternative accommodation, the bond cleaning may be done no later than the day after they have vacated the premises. Please contact City Groves via email to make arranegements. See pricing schedule below.

City Groves Bond Cleaning Fees:

The fees for bond cleaning are as follows:

* 1. Basic single room under : $80
	2. Single Room with courtyard or split system air con: $100
	3. Single Room with built in wardrobe $120
	4. Bedroom with Ensuite bathroom : $150
	5. Bedroom with Ensuite bathroom, balcony or walk in wardrobe: $180
	6. Bedroom with Ensuite bathroom, balcony AND walk in wardrobe: $200
	7. Designated kitchen shelf and refrigerator space $25

Payments for exit cleaning must be made one week 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

Reference is the regular code used for rental payment followed by CLEAN.

* 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 incase other residents use this space unknowingly before staff can perform an inspection. If this is not done, the resident will be charged $25 removal and cleaning charge. If you are not sure which shelf is yours, please contact City Groves admin on enquiries.citygroves@gmail.com.
* After room has been bond cleaned, the resident must report any breakages and required repairs to City Groves. City Groves staff will attempt to conduct the Exit Inspection with the Resident. If staff are unable to attend, the resident can conduct their own Exit Inspection using the Condition Report (Form 1) attached to this email, and leave it on study desk of the room. As mentioned above, Resident may refer to the Condition Report you received when they entered the premise.
* Staff will conduct their own inspection within 48 hours of  the room being cleaned.
* RESIDENT MUST NOT LEAVE KEYS WITH OTHER HOUSEMATES. The Resident is understood to still have complete access of the Rental Premises and still occupy the Rental Premises until the moment the keys are returned to City Groves.  Resident must leave the key on the desk inside the room before leaving and lock the door upon leaving – any missing items from the room will ultimately be their responsibility.
* Resident should email their bank account details so that bond can processed.

**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**

8. 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. 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.

9. 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.

10. Internet Usage

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

11. 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.It is important to note not to attempt to do this your self 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.

12. Moving of Furniture

Please take care when moving furniture or luggage particularly on the stairway or in narrow passages. You may ask City groves staff for assistance at a cost of ask your housemates to assist. You will be liable to any damage that you have caused.

 13.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.

14 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:

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

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

14.3 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.

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

14.5 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 and sign to a Break lease Document– property will not be listed until fee is paid and signed document is received ).

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

 14.8 **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.**

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.