

2 Bond lodgement (Form 2)

Residential Tenancies and Rooming Accommodation Act 2008
(Sections 116–119)

[Reset Form](#)
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1 Address of the rental property (rooming accommodation: include room number)

51A Herston Rd	
Kelvin Grove, QLD, 4059,	Postcode

- ☒ New bond
☐ Existing rental bond number

2 Date agreement starts **20/07/2016**

Date agreement ends **26/01/2017**

3 Number of bedrooms **1**

4 Details of dwelling

Residential tenancy	<input type="checkbox"/> Flat/unit	<input type="checkbox"/> House	<input type="checkbox"/> Townhouse	<input type="checkbox"/> Student accommodation
	<input type="checkbox"/> Moveable dwelling/site <input type="checkbox"/> Moveable dwelling/site with electricity supplied and individually metered			
OR				
Rooming accommodation	<input type="checkbox"/> Boarding house	<input type="checkbox"/> Supported accommodation	<input checked="" type="checkbox"/> Student accommodation	

5 Details of the type of management

Residential tenancy	<input type="checkbox"/> Lessor/owner	<input type="checkbox"/> Real estate agent	<input type="checkbox"/> Moveable dwelling owner/manager
	<input type="checkbox"/> Community housing organisation <input type="checkbox"/> Other _____		
OR			
Rooming accommodation	<input type="checkbox"/> Owner	<input type="checkbox"/> Manager/provider	<input checked="" type="checkbox"/> Real estate agent <input type="checkbox"/> Other _____

6 Details of the lessor, agent or manager/provider

Full name/trading name		Hive Student Accommodation Pty Ltd	
ABN	3 0 6 0 4 7 9 1 2 8 2	Agent's RTA ID (if known)	8635688
Postal address		Po Box 758, Spring Hill, QLD	Postcode 4004
Phone	Mobile	1300 882 326	Signature
Email	info@hivepropertygroup.com.au	Date	

7 Details of the weekly rent and bond payment

Total bond	Weekly rent	Amount of bond money paid with this form	Date tenant/resident paid bond
\$ \$1,000.00	\$ \$250.00	\$ \$1,000.00	20/07/2016

If the lessor is the tenant's employer, has the tenant been given a rent subsidy? Yes ☐ No ☐ N/A ☒

8 Full name and details of the tenants/residents who have contributed to the bond (including individual contributions)

1. First name/s	Hive	Last name	Student	\$	\$1,000.00
Date of birth	Phone	Mobile	Signature		
Email	info@hivepropertygroup.com.au	Date			
2. First name/s	Last name		\$		
Date of birth / /	Phone	Mobile	Signature		
Email	Date / /				
3. First name/s	Last name		\$		
Date of birth / /	Phone	Mobile	Signature		
Email	Date / /				

The RTA is collecting your personal information for the purpose of carrying out the RTA's functions under the Residential Tenancies and Rooming Accommodation Act 2008 and may provide your information to QCAT and other bodies. For more information see RTA website.

Rooming accommodation agreement (Form R18)

Residential Tenancies and Rooming Accommodation Act 2008



Part 1 Rooming accommodation details

Item 1

1.1 Agent or manager/provider

Name/trading name **Hive Student Accommodation Pty Ltd**

Address

PO Box 758, Spring Hill, QLD

Postcode **4004**

1.2 Phone

Mobile

Email

0401 528 219

info@hivepropertygroup.com.au

Item 2

2.1 Resident/s

Resident 1 Full name/s **Hive Student**

Phone

Email

info@hivepropertygroup.com.au

Resident 2 Full name/s **N/A**

Phone

Email

2.2 Address for service (if different from address of the premises in item 6.1). Attach a separate list

Item 3

3.1 Manager/provider's agent If applicable. See clause 28

Name/trading name **Hive Student Accommodation Pty Ltd T/A Hive Student Accommodation**

Address

PO Box 758, Spring Hill, QLD

Postcode **4004**

3.2 Phone

Mobile

Email

0401 528 219

Info@hivepropertygroup.com.au

Item 4

4.1 Resident's representative for notices If applicable. See clause 29

Name/trading name **N/A**

Address

N/A

Postcode

4.2 Phone

Mobile

Email

N/A

Item 5

Notices may be given to

(Indicate if the email is different from item 1, 2 or 3 above)

5.1 Agent or manager/provider

Email Yes ☒ No ☐ info@hivepropertygroup.com.auFacsimile Yes ☐ No ☒

5.2 Resident/s

Email Yes ☒ No ☐Facsimile Yes ☐ No ☒

5.3 Provider's agent

Email Yes ☐ No ☒Facsimile Yes ☐ No ☒

5.4 Resident's representative

Email Yes ☒ No ☐Facsimile Yes ☐ No ☒

Item 6

6.1 Address of the rental premises

Room no. **51A Herston Rd****Kelvin Grove, QLD, 4059,**

Postcode

6.2 Inclusions provided Insert inclusions, for example, furniture or other household goods let with the premises. Attach list if necessary.

As per Entry Condition Report (ECR) - Form R1



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Item 7 7.1 The term of the agreement is ☒ fixed term agreement ☐ periodic agreement

7.2 Starting on 7.3 Ending on

Fixed term agreements only. For continuation of agreement, see clause 5

Item 8 Rent per ☒ week ☐ fortnight See clause 6(1)

Item 9 Breakdown of rent

Accommodation	<input type="text" value="\$ ALL"/>	Other services (attach a list if necessary)	<input type="text" value="\$"/>
Food service	<input type="text" value="\$ N/A"/>		
Personal care service	<input type="text" value="\$ N/A"/>		

Item 10 Rent must be paid on the day of each

Insert day. See clause 6(2)

Item 11 Method of rent payment Insert the way the rent must be paid. See clause 6(3)

Details for direct credit

Bank/building society/credit union

BSB no. Account name

Account no. Payment reference

Item 12 Place of rent payment Insert where the rent must be paid. See clause 6(4) to 6(6)

Item 13 13.1 Can the rent be increased? ☐ Yes ☒ No

13.2 How will the rent increase be calculated?

13.3 When will the rent increase start?

Starting on See clause 8

Item 14 Rental bond amount See clause 11

Item 15 Services to be provided Attach list if necessary

Item 16 Utility services for which the resident must pay See clause 13

Item 17 House rules have been provided to the resident/s ☒ Yes ☐ No See clause 16

Item 18 18.1 Number of persons allowed to reside in the room

18.2 Number of persons allowed to reside at the rental premises See clause 17

Item 19 19.1 Pets approved ☐ Yes ☒ No See clause 18(1)

19.2 The types and number of pets that may be kept See clause 18(2)

Type Number Type Number

Part 2 Standard Terms

Division 1 Preliminary

1 Interpretation

In this agreement –

- (a) a reference to **the rental premises** includes a reference to any inclusions for the rental premises stated in this agreement for item 6.2; and
- (b) a reference to a numbered section is a reference to the section in the Act with that number; and
- (c) a reference to a numbered item is a reference to the item with that number in part 1; and
- (d) a reference to a numbered clause is a reference to the clause of this agreement with that number.

2 Terms of a rooming accommodation agreement

- (1) This part states, under the *Residential Tenancies and Rooming Accommodation Act 2008 (the Act)*, section 73, the standard terms of a rooming accommodation agreement.
- (2) The Act also imposes duties on, and gives entitlements to, the provider and resident that are taken to be included as terms of this agreement.
- (3) The house rules for the rental premises are taken to be included as terms of this agreement.
- (4) The provider and resident may agree on other terms of this agreement (**special terms**).
- (5) A duty or entitlement under the Act overrides a standard term or special term if the term is inconsistent with the duty or entitlement.
- (6) A standard term overrides a special term if they are inconsistent.

Note –

Some breaches of this agreement may also be an offence under the Act, for example, if –

- the provider or the provider's agent enters the resident's room in contravention of the rules of entry under sections 257 to 262; or
- the resident does not sign and return the condition report to the provider or the provider's agent under section 81.

Division 2 Period of rooming accommodation agreement

3 Start of rooming accommodation agreement

This agreement starts on the day stated in this agreement for item 7.2.

4 Entry condition report – s 81

- (1) This clause applies only if a rental bond is payable, or has been paid, under this agreement.
- (2) The provider must prepare, in the approved form, sign and give the resident 1 copy of a condition report for the room.
- (3) The copy must be given to the resident on or before the day the resident occupies the room under this agreement.
- (4) The resident must mark the copy of the report to show any parts the resident disagrees with, and sign and return the copy to the provider not later than 3 days after the later of the following days –
 - (a) the day the resident is entitled to occupy the room;
 - (b) the day the resident is given the copy of the condition report.

Note –

A well completed condition report can be very important to help the parties if there is a dispute about the condition of the room when the rooming accommodation agreement started.

- (5) After the copy of the condition report is returned to the provider by the resident, the provider must copy the condition report and return it to the resident within 14 days.

5 Continuation of fixed term agreement – s 82

- (1) This clause applies if –
 - (a) under this agreement, rooming accommodation is provided to the resident for a fixed term; and
 - (b) neither the provider nor the resident gives the other party a notice under chapter 5, part 2 ending the agreement or agrees in writing with the other party to end the agreement.
- (2) This agreement continues to apply after the last day of the term, as a periodic agreement, on the same terms on which it applied immediately before the last day of the term, other than the term about the fixed term.

Division 3 Rent

6 When, how and where rent must be paid – ss 98 and 100

- (1) The resident must pay the rent stated in this agreement for item 8.
- (2) The rent must be paid at the times stated in this agreement for item 10.
- (3) The rent must be paid –
 - (a) in the way stated in this agreement for item 11; or
 - (b) in the way agreed after the signing of this agreement by –
 - (i) the provider or resident giving the other party a notice proposing the way; and
 - (ii) the other party agreeing to the proposal in writing; or
 - (c) if there is no way stated in this agreement for item 11 or no way agreed after the signing of this agreement – in an approved way under section 98(4).

Note –

If the way rent is to be paid is another way agreed on by the provider and resident under section 98(4)(g), the provider or the provider's agent must comply with the obligations under section 99(2).

- (4) The rent must be paid at the place stated in this agreement for item 12.
- (5) However, if, after the signing of this agreement, the provider gives a notice to the resident stating a different place for payment and the place is reasonable, the rent must be paid at the place while the notice is in force.
- (6) If no place is stated in this agreement for item 12 and there is no notice stating a place, the rent must be paid at an appropriate place.

Examples of an appropriate place –

- the provider's address for service
- the provider's agent's office.

7 Rent in advance – s 101

The provider may require the resident to pay rent in advance only if the payment is not more than 2 weeks rent.

Note –

Under section 101(2), the provider or the provider's agent must not require a payment of rent under this agreement in a period for which rent has already been paid.

8 Rent increases – s 105

- (1) If a provider proposes to increase the rent, the provider must give notice of the proposal to the resident.
- (2) The notice must state –
 - (a) the amount of the increased rent; and
 - (b) the day, not earlier than 4 weeks after the day the notice is given, from which the increased rent is payable.
- (3) Also, if this agreement is for a fixed term, the rent may not be increased before the term ends unless –
 - (a) this agreement states for item 13.1 rent can be increased; and
 - (b) this agreement states for item 13.2 the amount of the increase or how the amount of the increase is to be worked out; and
 - (c) the increase is made in accordance with this agreement.

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- (4) The resident is not required to pay the increase unless it is made in accordance with this clause.
- (5) Subclauses (1) to (4) do not apply if the parties amend this agreement to provide for another service to be provided by the provider to the resident and for an increase in the rent in payment of the service.

9 Rent decreases for matters including loss of amenity or service – s 106

- (1) This clause applies if –
 - (a) the resident's room or common areas become partly unfit to live in, or their amenity or standard substantially decreases, other than because of intentional or reckless damage caused by the resident or a guest of the resident; or
 - (b) a service provided to the resident under this agreement is no longer available or is withdrawn, or the standard of the service substantially decreases, other than because the resident has not met the resident's obligations under this agreement.
- (2) The rent payable under this agreement decreases by the amount, and from the time, agreed between the provider and the resident.
- (3) If the provider and the resident can not agree on the amount or time for the decrease, either of them may apply to a tribunal for an order decreasing the rent by a stated amount from a stated time.

10 Rent decreases because of resident's absence – s 107

- (1) This clause applies if either of the following is not provided to the resident because of the resident's absence –
 - (a) a personal care service;
 - (b) a food service, but only if the resident is absent from the rental premises for a continuous period of more than 2 weeks.
- (2) The provider and the resident may agree to a reduction in rent for the period of the absence.
- (3) If the provider and the resident can not agree on a reduction in rent for the period of the absence, the resident may apply to a tribunal for an order decreasing the rent by a stated amount for the period.

Division 4 Rental bond

11 Rental bond required – ss 111 and 116

- (1) If a rental bond is stated in this agreement for item 14, the resident must pay to the provider or the provider's agent the rental bond amount –
 - (a) if a special term requires the bond to be paid at a stated time – at the stated time; or
 - (b) if a special term requires the bond to be paid by instalments – by instalments; or
 - (c) otherwise – when the resident signs this agreement.

Note –

There is a maximum bond that may be required unless your weekly rent is more than \$500. See section 146.

- (2) The provider or the provider's agent must, within 10 days of receiving the bond or a part of the bond, pay it to the authority and give the authority a notice, in the approved form, about the bond.
- (3) The bond is intended to be available to financially protect the provider if the resident breaches this agreement.

Example –

The provider may claim against the bond if the resident does not leave the room in the required condition at the end of the rooming accommodation agreement.

Note –

For how to apply to the authority or a tribunal for the bond at the end of the rooming accommodation agreement, see sections 125 to 141. Delay in applying may mean that payment is made on another application for payment.

12 Increase in bond – s 154

- (1) The resident must increase the rental bond if –
 - (a) the rent increases and the provider gives notice to the resident to increase the bond; and
 - (b) the notice is given at least 11 months after –
 - (i) this agreement started; or
 - (ii) if the bond has been increased previously by a notice given under this clause – the day stated in the notice, or the last notice, for making the increase.
- (2) The notice must state the increased amount and the day by which the increase must be made.
- (3) For subclause (2), the day must be at least 1 month after the resident is given the notice.

Division 5 Outgoings

13 Charge for utility service – s 170

The resident must pay an amount for utility services supplied to the rental premises during this agreement if –

- (a) the service is stated in this agreement for item 16; and
- (b) the resident's room is individually metered for the utility service by an appliance approved by the supplying entity.

Note –

Section 170(2)(b) limits the amount the resident must pay.

Division 6 Rights and obligations of provider and resident

14 Provider's obligations – ss 247 and 249

- (1) The provider has the following obligations –
 - (a) to ensure the provider is not in breach of a law dealing with issues about the health or safety of persons using or entering the resident's room or common areas;
 - (b) to take reasonable steps to ensure the resident –
 - (i) always has access to the resident's room and to bathroom and toilet facilities; and
 - (ii) has reasonable access to any other common areas;
 - (c) to take reasonable steps to ensure the security of the resident's room and the resident's personal property in the room;
 - (d) to maintain the resident's room and common areas in a way that the room and areas remain fit for the resident to live in;
 - (e) to take reasonable steps to ensure the resident's room and common areas and facilities provided in the room and areas –
 - (i) are kept safe and in good repair; and
 - (ii) subject to any agreement with the resident about cleaning the resident's room or common areas or facilities – are kept clean;
 - (f) not to unreasonably restrict the resident's guests in visiting the resident;
 - (g) to ensure that the times during which the provider, or an agent of the provider, is available to be contacted by the resident are reasonable, having regard to all the circumstances including the services being provided to the resident under this agreement.
- (2) For subclause (1)(e)(ii), an agreement about cleaning common areas may be made only for a common area used by the resident and a minority of other residents of the provider.

Example for subclause (2) –

Four residents have individual rooms opening out onto a living area which is available for use only by those residents. The provider and the 4 residents may agree that the cleaning of the living area is to be done by the 4 residents.

- (3) The provider must take reasonable steps to ensure the resident has quiet enjoyment of the resident's room and common areas.
- (4) The provider or the provider's agent must not interfere with the reasonable peace, comfort or privacy of the resident in using the resident's room and common areas.

15 Resident's obligations – s 253

- (1) The resident has the following obligations –
 - (a) to use the resident's room and common areas only or mainly as a place of residence;
 - (b) not to use the resident's room or common areas for an illegal purpose;
 - (c) not to interfere with, and to ensure the resident's guests do not interfere with, the reasonable peace, comfort or privacy of another resident or another resident's appropriate use of the other resident's room or common areas;
 - (d) to pay the rent when it falls due;
 - (e) not to keep an animal on the rental premises without the provider's permission;
 - (f) not to intentionally or recklessly damage or destroy, or allow the resident's guests to intentionally or recklessly damage or destroy, any part of the rental premises or a facility in the rental premises;
 - (g) to keep the resident's room and inclusions clean, having regard to their condition at the start of this agreement;
 - (h) to maintain the resident's room in a condition that does not give rise to a fire or health hazard;

Examples of a fire hazard –

- 1 allowing newspapers to build up in the resident's room
- 2 blocking access to the resident's room.

16 House rules – ss 266–276

- (1) The resident must comply with the house rules for the rental premises.
- (2) The provider must give the resident a copy of the house rules for the rental premises before entering into this agreement.
- (3) The provider or the provider's agent for the rental premises must ensure a copy of the house rules for the rental premises is displayed, at all times, at a place in the rental premises where it is likely to be seen by the residents.
- (4) At least 7 days before making any changes to the house rules for the rental premises, the provider must give a notice to the resident stating the following –
 - (a) proposed changes and the day the changes are to take effect;
 - (b) that the resident may object to the changes and how an objection may be made.
- (5) However, if this agreement starts less than 7 days before the proposed changes are to take effect, the provider need only give the notice mentioned in subclause (4) when this agreement starts.

17 Number of occupants allowed

- (1) No more than the number of persons stated in this agreement for item 18.1 may reside in the room.
- (2) No more than the number of persons stated in this agreement for item 18.2 may reside at the rental premises.
- (3) However, more people may reside in the room or at the rental premises if the resident and the provider agree.

18 Pets

- (1) The resident may keep pets on the rental premises only if this agreement states for item 19.1 that pets are approved.
- (2) If this agreement states for item 19.1 that pets are approved and this agreement states for item 19.2 that only –
 - (a) a particular type of pet may be kept, only that type may be kept; or
 - (b) a particular number of pets may be kept, only that number may be kept; or
 - (c) a particular number of a particular type of pet may be kept, only that number of that type may be kept.

19 Supply of locks and keys – s 250

- (1) The provider must supply and maintain all locks necessary to ensure the resident's room is reasonably secure.
- (2) The provider must give the resident a key for each lock that secures an entry to the following –
 - (a) the resident's room;
 - (b) a building or building within which the resident's room and common areas are situated.
- (3) The resident must not make a copy of the key without the provider's permission.
- (4) The resident must not tamper with a door lock in the rental premises.

20 Changing locks – s 251

- (1) The resident may request the provider to change or repair a lock that secures entry to the resident's room if the resident reasonably believes there is the likelihood of –
 - (a) risk to the resident's safety; or
 - (b) theft of, or damage to, the resident's belongings.
- (2) The provider must not act unreasonably in failing to agree to change or repair the lock.

21 Fixtures or structural changes – ss 254–256

- (1) The resident may attach a fixture, or make a structural change, to the rental premises only if the provider agrees to the fixture's attachment or the structural change.

Note –

Fixtures are generally items permanently attached to land or to a building that are intended to become part of the land or building. An attachment may include, for example, something glued, nailed or screwed to a wall.

- (2) The provider's agreement must be written, describe the nature of the fixture or change and include any terms of this agreement.

Examples of terms –

- that the resident may remove the fixture
 - that the resident must repair damage caused when removing the fixture
 - that the provider must pay for the fixture if the resident can not remove it
- (3) If the provider does agree, the resident must comply with the terms of the provider's agreement.
 - (4) The provider must not act unreasonably in failing to agree.
 - (5) If the resident attaches a fixture, or makes a structural change, to the rental premises without the provider's agreement, the provider may –
 - (a) take action for a breach of a term of this agreement; or
 - (b) waive the breach (that is, not take action for the breach) and treat the fixture or change as an improvement to the rental premises for the provider's benefit (that is, treat it as belonging to the provider, without having to pay the resident for it).

22 Provider's right to enter resident's room – ss 257–262

The provider or the provider's agent may enter the resident's room during this agreement only if the obligations under sections 257 to 262 have been complied with.

Division 7 When agreement ends

23 Ending of agreement – s 366

- (1) This agreement ends only if –
 - (a) the resident and the provider agree in writing; or
 - (b) the provider gives a notice to leave the rental premises to the resident by a stated day and the resident leaves the rental premises; or
 - (c) the provider or resident gives a notice to the other party terminating this agreement on a stated day; or
 - (d) a tribunal makes an order terminating this agreement; or

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- (e) the resident abandons the resident's room; or

Note –

See section 509 for indications that a resident has abandoned their room.

- (f) after receiving a notice from a mortgagee under section 384, the resident vacates, or is removed from, the rental premises.

- (2) Also, if a sole resident dies, this agreement terminates in accordance with section 366(7) or (8).

24 Condition room must be left in – s 253(i)

At the end of this agreement, the resident must leave the resident's room and inclusions, as far as possible, in the same condition they were in at the start of this agreement, fair wear and tear excepted.

Examples of what may be fair wear and tear –

- wear that happens during normal use
- changes that happen with ageing

25 Keys

At the end of this agreement, the resident must return to the provider all keys for the resident's room and the rental premises.

26 Goods or money left behind in rental premises – ss 392 and 393

- (1) The resident must take all of the resident's belongings from the rental premises at the end of this agreement.
- (2) The provider must not treat belongings left behind as the provider's own property, but must deal with them under sections 392 and 393.

Division 9 Miscellaneous

27 Supply of goods and services – s 176

- (1) The provider or the provider's agent must not require the resident to buy goods or services from the provider or a person nominated by the provider or agent.
- (2) Subclause (1) does not apply to a requirement about a food service, personal care service or utility service.

Note –

See section 176 for what is a utility service and schedule 2 of the Act for what is a food service and a personal care service.

28 Provider's agent

- (1) The name and address for service of the provider's agent is stated in this agreement for item 3.
- (2) Unless a special term provides otherwise, the agent may –
- (a) stand in the provider's place in any application to a tribunal by the provider or the resident; or
 - (b) do any thing else the provider may do, or is required to do, under this agreement.

29 Notices

- (1) A notice under this agreement must be written and, if there is an approved form for the notice, in the approved form.
- (2) A notice from the resident to the provider may be given to the provider's agent.
- (3) A notice may be given to a party to this agreement, the provider's agent or a representative –
- (a) by giving it to the party, agent or representative personally; or
 - (b) if an address for service for the party, agent or representative is stated in this agreement for item 1, 2, 3 or 4 – by leaving it at the address, sending it by prepaid post as a letter to the address; or
 - (c) if a facsimile number for the party, agent or representative is stated in this agreement for item 1, 2, 3 or 4 and item 5 indicates that a notice may be given by facsimile – by sending it by facsimile to the facsimile number in accordance with the *Electronic Transactions (Queensland) Act 2001*; or

- (d) if an email address for the party, agent or representative is stated in this agreement for item 1, 2, 3 or 4 and item 5 indicates that a notice may be given by email – by sending it electronically to the email address in accordance with the *Electronic Transactions (Queensland) Act 2001*.

- (4) A party, the provider's agent or a representative may withdraw his or her consent to notices being given to them by facsimile or email only by giving notice to each other party that notices are no longer to be given to the party, agent or representative by facsimile or email.

- (5) If no address for service is stated in this agreement for item 2 for the resident, the resident's address for service is taken to be the address of the rental premises.

- (6) A party, the provider's agent or a representative may change his or her address for service, facsimile number or email address only by giving notice to each other party of a new address for service, facsimile number or email address.

- (7) On the giving of a notice of a new address for service, facsimile number or email address for a party, the provider's agent or a representative, the address for service, facsimile number or email address stated in the notice is taken to be the party's, agent's or representative's address for service, facsimile number or email address stated in this agreement for item 1, 2, 3 or 4.

- (8) Unless the contrary is proved –

- (a) a notice left at an address for service is taken to have been received by the party to whom the address relates when the notice was left at the address; and

- (b) a notice sent by post is taken to have been received by the person to whom it was addressed when it would have been delivered in the ordinary course of post; and

- (c) a notice sent by facsimile is taken to have been received at the place where the facsimile was sent when the sender's facsimile machine produces a transmission report indicating all pages of the notice have been successfully sent; and

- (d) a notice sent by email is taken to have been received by the recipient when the email enters the recipient's email server.

- (9) In this clause –

representative means a person acting for the resident under section 525(1)(c).

Part 3 - Special Terms

Part 3 – Special Terms are a supplement to and form part of the Rooming Accommodation Agreement (Form R18), which tenants sign when choosing to rent a Hive Student Accommodation property. Part 3 – Special Terms provide guidance and information about the standards and procedures which tenants are expected to meet and comply with during their tenancy.

1.0 Access To Property

Hive Student Accommodation or any of our representatives/contractors may access the common areas of the rental property, at any time, without the requirement to issue an Entry Notice to tenants of the property in advance. This is usually conducted on a monthly basis to monitor the on-going state of the property and any repair items that require attendance.

2.0 Communication & Correspondence

The tenant/s agrees to accept electronic communication including; e-mail, text messaging and on-line portal messages through Property Tree.

3.0 Routine Inspections – Including Bedrooms

Hive Student Accommodation will conduct quarterly (every 12 weeks) inspections of the rental premises, including all bedrooms and common areas within the building. An entry notice will be issued to each tenant within the property, providing a minimum of 48 hours notice that Hive Student Accommodation will be inspecting your room. During these inspections Hive Student Accommodation retains the right to take photographs for maintenance and record keeping purposes. These images will not be used for marketing purposes, and are taken to provide a detailed report of the property's current operation to the owner.

4.0 Care Of Premises By Tenants

During the tenancy, the tenant must -

- Not do anything that might block any plumbing or drains on the premises.
- Keep all rubbish in the bin provided by the local authority, in the designated area.
- Put the bin out for collection on the appropriate day and return the bin to its designated place after being emptied.
- Keep the premises free from pests and vermin.
- Keep the walls, floor, door and ceilings of the premises free of nails, screws and adhesive substances, unless otherwise agreed to in writing by the Hive Student Accommodation.
- Not intentionally or negligently damage the premises and inclusions.
- Only hang clothing and other articles outside the premises in areas designated.
- Not interfere with nor make non-operational any facility that may be provided with the premises (eg. smoke alarms, fire extinguishers, garden sprinkler systems, hoses etc).

The obligations of the tenant at the end of the occupancy regarding the condition of the premises include -

- Having the carpets professionally shampooed/steam cleaned -
- To the same standard they were in at the start of the tenancy, fair wear and tear excepted, on the last day of the occupancy and providing Hive Student Accommodation a copy of any professional carpet cleaner's receipt.
- Repairing the tenant's intentional or negligent damage to the premises or inclusions.
- Removing all rubbish from the premises, including surrounding footpaths and street frontages.
- Replacing inclusions (fair wear and tear excepted);
- Remove all property other than that belonging to the lessor or on the premises at the start of the tenancy.

If the tenant does not meet the tenant's obligations at the end of the tenancy, Hive Student Accommodation may pay for this to be done and claim the costs of doing so from the rental bond.

5.0 Maintenance and Repairs

All maintenance items must be reported to Hive Student Accommodation immediately in writing, via e-mail to info@hivepropertygroup.com.au with the subject title: MAINTENANCE REQUEST – **PROPERTY ADDRESS**.

Verbal maintenance requests CANNOT BE ACCEPTED unless they refer to emergency items, which require immediate action to rectify. To ensure all non-emergency maintenance items are rectified promptly the following details are required within the e-mail:

- Tenant Name & Contact
- Property Address
- Location of item within property
- Description of maintenance item
- Photo/s of maintenance item
- Are professional trades required: Plumber, Electrician, Locksmith, Gas Fitter etc.

Hive Student Accommodation will not be held liable or provide compensation to the tenant/s in cases where the maintenance required is a direct result of tenant/s intentional or accidental damage to the property, its furnishings or appliances. Emergency items that require immediate attendance:

- Gas Issues - including gas leak, gas cooking, gas hot water, etc.
- Water Issues – including major water leaks, sewerage leak, no water supply to property, etc.
- Electrical Issues - dangerous electrical fault, sparks, burning or smoking appliances, etc.
- Power Loss - make sure that all appliances have been unplugging and reset safety switch. It is also important to check there are no power issues in the area – Call Energex: 136 262
- Loss of essential services – including hot water, cooking, blocked drains, toilet system etc.
- A fault or damage that makes premises unsafe or insecure
- A serious roof leak and/or flooding and/or serious floor damage

If an emergency maintenance item occurs outside of office hours, the following process applies:

- Contact our Office FIRST – 1300 882 326 – if no response;
- Contact the Emergency Mobile – 0401 528 219 – if no response;
- Contact - Neil T Fallon – 1300 762 260.
- Report any engagement of third party contractors to Hive Student Accommodation when the situation has been rectified and is safe.
- If the tenant arranges a repair that is not an emergency as defined above, they may have to pay the invoice issued by the contractor.

Tenant/s Initials:

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6.0 Lease Document, Locks, Keys And Remote Controls

A digital copy of this lease will be provided to the tenant via email on completion of the lease sign up. A hardcopy of the lease is available on request. If the tenant loses or requires an additional copy of their lease documents (digital or hardcopy) the retrieval and issuing of these documents will incur a fee of \$55 incl GST.

If the tenant loses of any key, access key-card or remote control relating to the premises, which has been provided to the tenant by Hive Student Accommodation, the tenant will be liable to cover the cost, including costs in connection with:

- Replacing the key, access key-card or remote control.
- Gaining access to the premises.

The tenant acknowledges that Hive Student Accommodation may retain a set of keys for the property, including all rooms and that the tenant must not make any copies of any key/s, access key-cards or remote controls without the written permission of Hive Student Accommodation.

The tenant must return all keys, access key-cards and any remote controls to Hive Student Accommodation at the end of the tenancy.

7.0 Liability Excluded

The tenant shall be liable for and shall indemnify and defend the lessor or the lessor's agent, it's directors, officers, employees, and agents from and against, any and all losses, claims, demands, actions, suits (including costs and legal fees on an indemnity basis), and damages, including, but not limited to:

- Injury, bodily or otherwise, or death of any person, including the tenant or an approved occupant; or
- Loss, damage to, or destruction of, property whether real or personal, belonging to any person, including the tenant or an approved occupant;

As a direct or indirect result of the tenant's negligent acts or omissions or breach of this agreement or obligations under the Act.

8.0 Tenant's Insurance

It is the tenant's and approved occupant's responsibility to adequately insure their own property and possessions.

9.0 Lessor's Insurance

If the lessor does have insurance cover the tenant must not do, or allow anything to be done, that would invalidate the lessor's insurance policy for the premises or increase the lessor's premium in relation to that policy. The lessor may claim from the tenant-

- Any increase in the premium of the lessor's insurance;
- Any excess on claim by the lessor on the lessor's insurance;
- Any other cost and expenses incurred by the lessor;

As a direct or indirect result of the tenant's negligent acts or omissions or breach of this agreement or obligations under the Act.

10.0 Portable Pools

The tenant must not install, build or operate a portable pool at the premises.

11.0 Rental & Bond Payments

The tenant is required to pay rent in advance and by way of Electronic Funds Transfer (EFT) into Hive Student Accommodation's Trust Account.

Rental payments via EFT will incur a Rental Reconciliation Fee, charged at the commencement of the lease agreement;

- | | |
|---|--|
| • Lease Agreements less than: 6 months | \$24 inc GST |
| • Lease Agreements between: 6-12 months | \$48 inc GST |
| • Lease Renewals (Extension) | \$24 inc GST for each 6-month period renewed |

Rental Payments: Hive Student Accommodation Trust Account

Commonwealth Bank of Australia

Name: Hive Student Accommodation

BSB: 064 129

ACC: 1054 2600

Payment Reference: **STU51AHER**

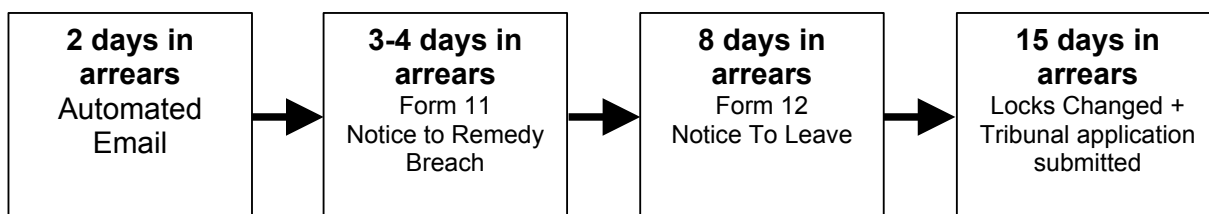
You can pay your rent fortnightly or monthly (only) as you choose, though must remain in advance at all times. Tenant's can use electronic transfer through Internet banking or they may deposit the payment at any Commonwealth Bank Branch.

A bond of four (4) times the weekly rental amount (4x \$weekly rent = \$Bond) is held during the tenancy with the Residential Tenancy Authority (RTA) and provides security for the property in case of damage or additional costs. The RTA is an independent organisation which also provides the forms associated with the tenancy, including Form R18 Rooming Accommodation Lease Agreement. The bond is lodged using the Bond Lodgement Form and the RTA will issue both the tenant and Hive Student Accommodation with a bond receipt and bond number.

You can call the RTA on 1300 366 311 or visit their website for more information: www.rta.qld.gov.au

12.0 Rental Arrears

Hive Student Accommodation has a zero tolerance policy regarding rental arrears. The following procedure is followed when arrears occur:



- On the third (4th) day of rental arrears a Form 11 - Notice To Remedy Breach for rent arrears will be issued to the tenant, requesting payment of all outstanding rent within the following four (4) day period (Breach Period).
- If Hive Student Accommodation has received no communication from the tenant by the seventh (8th) day of rental arrears, a Form R9 – Entry Notice (Rooming Accommodation) will be issued to check if the property has been abandoned.

Tenant/s Initials:

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- On the ninth (9th) day of rental arrears a Form 12 - Notice To Leave for rent arrears will be issued to the tenant, requesting payment of all outstanding rent within the following four (4) day period (Notice to Leave Period) and advising the tenant if they do not pay the outstanding rent within this period they must vacate the property by the date specified on the Form.
- On the fifteenth (15th) day of rental arrears Hive Student Accommodation will attend the property and the locks will be changed and ALL personal items belonging to you will be removed from the property in accordance with the legislation requirements.
- An application for a court hearing in Queensland Consumer and Arbitration Tribunal may be made to recover any monies owed. Overdue rent, property damage and leaving the property in an untidy state are looked on harshly by the courts and should be taken seriously.
- If there are outstanding costs including overdue rent, break lease fees, damages or other costs you may be listed on TICA, an International Tenancy Default Database.

13.0 Utility Consumption

Tenants are to take reasonable care to minimise consumption of gas, internet data, electricity and water. All maintenance items including leaking taps, pipes, gas, sewerage etc are to be reported to Hive Student Accommodation as soon as they occur. Tenants are to ensure lights, appliances, air-conditioners and all electronic devices in their bedroom and in common areas are turned off at the wall power outlet plug when not in use. Under no circumstances are air-conditioners to be left on when the property is vacant. Failure to do so will result in a Form 11 - Notice to Remedy Breach being issued and excess electricity charges passed on. Appliances that use large amounts of electricity such as; heaters, heating fans, element heaters, portable air-conditioners, electric blankets, bar fridges and similar appliances will incur a weekly fee to cover excess electricity costs whilst they are in use at the property. Excess utility consumption fees apply to bar fridges (\$20.00 utility fee, per week), free-standing air conditioning units (\$20.00 utility fee, per week) and all heaters (\$10.00 utility fee, per week).

With regard for council requirements and the drought status at a given time, tenant/s must keep showers to less than 5 minutes to prevent excessive water, electricity and gas consumption.

- The owner reserves the right to seek, and backdate, compensation for excessive electricity, gas, internet data and water costs incurred through the wasteful use of utilities and fixtures.
- **Tenants wasting utilities will be in breach of their rental agreement and receive a Form 11 - Notice to Remedy Breach and possible eviction from the property.**

14.0 Internet

Internet is provided at the property for study purposes only. While many properties are fitted with unlimited Internet connections, all have limited bandwidth and activities such as content streaming & torrenting can reduce the effectiveness of the internet and as such are a breach of this agreement. Internet service providers can track the torrenting of illegal content and if Hive Student Accommodation and/or the owner of the property receives notices regarding illegal downloads from tenants, we reserve the right to pass on tenant contact information and details to the authorities pursuing persons for illegal downloads. Hive Student Accommodation and/or the owner will not be held liable for illegal use of the Internet supplied. Tenants are not to tamper with, reprogram or otherwise alter the state of the network hardware installed at the property.

15.0 Mattress And Carpet

At the commencement of the lease, tenant's will be provided with a NEW mattress protector, this must be used on the mattress along with a full set of sheets at all times. If Hive Student Accommodation determines that the mattress is damaged and/or no longer in a satisfactory state due to the failure to use or correctly fit the provided mattress protector, the tenant will be held liable for the cost of a replacement mattress. If the bedroom is carpeted, the tenant is required to have the carpet professionally steam cleaned when vacating the property, failure to organise this will result in Hive Student Accommodation coordinating this at a cost of **\$100 + GST, payable by the Tenant**. Tenants with an air conditioners and/or range-hoods in their bedroom are required to return the items to original condition on vacating. Failure to do so will result in Hive Student Accommodation coordinating this clean at a cost of **\$60 +GST, payable by the Tenant**.

16.0 Breaking The Lease Agreement

This lease agreement including; Form R18 Rooming Accommodation Agreement, Special Terms and House Rules form a legally binding document that locks you into this agreement until the lease end date, displayed under Item 7.3 of Form R18. If the tenant is in breach of this agreement, before the lease end date despite other provisions of this agreement, Hive Student Accommodation may claim from the tenant:

- The rent and service charges until Hive Student Accommodation re-lets the premises to a suitable candidate or the end of the tenancy as specified in Item 7.3 of Form R18 or whichever is the earlier.
- The costs (including advertising costs) of re-letting and attempting to re-let the premises. These costs include;
 - Break Lease Fee; equivalent to two (2) weeks rent + GST, to cover the associated costs with the re-letting of the property, incurred by the owner of the property.
 - Advertising Fee of \$100 + GST, to cover the cost of advertising on www.realestate.com.au
 - Mattress Protector replacement fee of \$15+GST, to cover the owner's cost of supplying a new mattress protector to the replacement tenant.

If the tenant would like to vacate the property prior to the lease end date, displayed under Item 7.3 of Form R18 the tenant will need to follow the break lease procedure outline below:

- Provide Hive Student Accommodation with a completed and signed Form R13 - Resident Leaving Form.
- Pay the Break Lease, Advertising and Mattress Protector Fee outlined above.
- Maintain rental payments in advance, equal to the rental amount and service charges outlined in Item 8 of Form R18 until Hive Student Accommodation re-lets the premises to a suitable candidate or the end of the tenancy as specified in Item 7.3 of Form R18 or whichever is the earlier.
- The tenant should make the property and themselves available to show prospective residents at reasonable times and when Hive Student Accommodation is unavailable.
- Hive Student Accommodation will conduct a final exit inspection once the tenant has vacated the property and all keys, access key-cards and remote controls have been returned to Hive Student Accommodation. The exit inspection will be conducted at a reasonable day & time, determined by Hive Student Accommodation and written notification will be provided to the tenant of this day & time.
- The refunding of the tenant's bond through Form R4 - Bond Refund Form can only occur once;
 - A suitable replacement tenant has been found and signs a Form R18 Rooming Accommodation Agreement; and
 - Hive Student Accommodation has received all costs and expenses relating to the early termination of the lease agreement.

Your bond will not be refunded until:

ALL Rent is paid up to the required date as notified to you by Hive Student Accommodation, Keys are returned to Hive Student Accommodation, Administration and Advertising Fees are paid and the rental premises is in the same condition as per the Form R1 - Entry Condition Report, which forms part of this agreement.

Tenant/s Initials:

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17.0 End of Lease Agreement

Prior to the lease end date specified in Item 7.3 of Form R18, the following will occur:

- Hive Student Accommodation will contact the tenant 90 days prior to the lease end date specified in Item 7.3 of Form R18 and enquire as to the tenant's intentions of renewing their lease agreement for a further fixed term.
- Hive Student Accommodation will contact the tenant not less than 60 days prior to the lease end date specified in Item 7.3 of Form R18 and may offer the tenant to extend their lease agreement, which may include a new lease term and changes to the rental amount paid. Hive Student Accommodation may also choose to issue the tenant with a Form R12 - Notice To Leave, which has the same vacate date as the lease end date specified in Item 7.3 of Form R18.
- On or before the lease end date specified in Item 7.3 of Form R18 and prior to the Exit Inspection, the Tenant must have completed all tasks detailed in the Exit Inspection Checklist, including payment of all rent up to the lease end date, return of all keys associated with the lease to Hive Student Accommodation and the rental premises is returned to the condition, as per Form R1 - Entry Condition Report.
- The tenant/s are required to clean their room and common areas when vacating the rental premises as per the Form R1 - Entry Condition Report. Tenants who do not clean their room, and/or do not professionally steam clean the bed mattress, in-room air-conditioner filters, kitchenette range hood filters and carpets (where applicable) will be charged for Hive Student Accommodation to co-ordinate a professional cleaner to complete the tasks. Maximum fee payable is \$250.00 + GST, if none of the above items are attended to by the tenant.

18.0 Bond Refund

To refund your rental bond held with the RTA, your rent must be paid up to the lease end date specified in Item 7.3 of Form R18 and all keys, access key-cards and remote controls must be returned to Hive Student Accommodation. The Tenant is understood to have complete control of the property and still occupy the rental premises until Hive Student Accommodation provides a receipt for the return of all keys, access key-cards and remote controls. Hive Student Accommodation will attempt to meet you onsite and conduct your exit inspection with you, though should Hive Student Accommodation be unable to attend the inspection, an inspection will be conducted by Hive Student Accommodation within 72 hours of issuing the receipt for the return of all keys, access key-cards and remote controls.

19.0 Serious Breach

As per the Residential and Tenancies Act, 2008, a tenant may be asked to leave the property immediately due to a serious breach of the lease agreement, special terms or house rules. Tenants should be aware that we can and do enforce this policy for serious breaches such as illegal activities, aggressive behaviour by the tenant or guest, damage to property by the tenant or guest, bullying, tampering with fire safety equipment or any other behaviour or activity that, in the sole opinion of Hive Student Accommodation, is a serious breach of the contract. In this event, under section 178 of the Residential Tenancies and Rooming Act 2008, the tenant will still be liable to pay all outstanding rent and other fees payable to Hive Student Accommodation and/or the owner.

20.0 Office Details

Our office is located at 51 Herston Road, Kelvin Grove, QLD, and meetings at the office are by appointment only. To Book a meeting call or e-mail:

Phone: 1300 882 326

E-mail: info@hivepropertygroup.com.au

Our office has a reduced activity period between 24th December and 2nd January each year. As such, Hive Student Accommodation may not be available to conduct lease sign-ups or group open-for-inspection viewings during this period. E-mail response times may vary during the reduced activity period and all emergencies should be reported via telephone call - immediately. Follow the emergency process: Pg 1 - Part 3 - Special Term

21.0 Tenant Obligations

The Form R18 Rooming Accommodation Agreement, Special Terms and House Rules form a legally binding agreement and I have an obligation to fulfil all requirements of this agreement including all Special Terms and House Rules.

If the tenant breaches this agreement on any of the following:

- Absconding or rental arrears default
- Not returning all keys, access key-cards and remote controls
- Not returning the rental premises in a clean and presentable matter, as per the Form R1 - Entry Condition Report
- Causing any damage to the property including; bedroom and/or common areas & facilities
- Leaving the agreement before the agreed lease end date
- Failure/refusal to pay any fees detailed in the lease documentation (House Rules or Special Terms)

Hive Student Accommodation may proceed with any/all of the following:

- Police will be contacted and a full report made.
- Tribunal & Court documentation will be lodged for compensation.
- All accommodation suppliers in the surrounding areas will be given the resident's contact information and advised of the breach.
- Centre-link will be contacted as required.
- All information provided by the Tenant will be forwarded to a National Debt Collection Agency.
- All information provided by the Tenant may be listed on a National Tenancy Default database.
- The Tenant's listed emergency contact person will be contacted and asked to assist with payment of any outstanding funds.
- Your bond will be claimed immediately.
- The Department of Immigration may be contacted and advised of the resident's tenancy breach.

If you have any questions or concerns during the tenancy please feel free to contact our office and discuss the situation. We aim to work with all tenants to achieve fair and agreeable solutions, to any situation that may arise during your stay at Hive Student Accommodation.

Tenant/s Initials:

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Part 4 - House Rules

Part 4 – House Rules are a supplement to and form part of the Rooming Accommodation Agreement (Form R18), which the tenant/s sign when choosing to rent a Hive Student Accommodation property. Part 4 – House Rules provide guidance and information about the standards and procedures which tenants are expected to meet and comply with during their tenancy. Part 4 – House Rules are subject to change and may be altered at any time by Hive Student Accommodation. Changes will be communicated to tenants via email and a copy of the current House Rules posted in the property common area.

1.0 Consequences for breaching house rules

Breaching the Form R18 Rooming Accommodation Agreement, Part 3 - Special Terms, Part 4 - House Rules, including any local, state or federal laws or any other generally unacceptable behaviour (as determined by Hive Student Accommodation) may result in the breach procedure:

- A breach of any of these House Rules or the Special Terms will result in the tenant being issued a Form 11 - Notice to Remedy Breach. You will be given 5 days to remedy the breach.
- Failure to remedy the breach will result in the tenant/s being issued a Form 12 - Notice to Leave, providing 48 hours to leave the premises.
- **A serious breach of the Special Terms or House Rules will result in immediate eviction from the property as permitted under the Residential and Tenancies Act, 2008 through issuing a Form 12 - Notice to Leave.**

Hive Student Accommodation reserves the right to disclose any occurrence of unacceptable behaviour and/or misconduct to your education provider and/or the police if, in their absolute discretion, they determined that course of action is appropriate.

2.0 Behaviour and Misconduct

Breaching the Form R18 Rooming Accommodation Agreement, Part 3 - Special Terms, Part 4 - House Rules, including any local, state or federal laws through unacceptable behaviour and/or misconduct (as determined by Hive Student Accommodation) including the following, may result in the immediate eviction from the property:

- Residents MUST NOT interfere with the security, peace, privacy or property of other residents;
- Smoking is not permitted within the property; it's balconies or external areas. Smoking is only permitted 10m from the front door.
- Parties are not permitted at the property, at any time, for any reason;
- Excess alcohol is not permitted to be stored or consumed on the property at any time;
- Possession or consumption of illegal substances is considered a serious breach and will result in immediate eviction and reporting of the incident to the police and your university;
- Tenants will not place any notes or instructions in the common areas, for public display. Any issue, which requires a resolution, are to be dealt with in a civil, adult manner by speaking honestly with your housemates. If a resolution cannot be reached between the tenants, please contact Hive Student Accommodation and provide information regarding the issue.
- Tenant's personal items such as suitcases, shoes, boxes, furniture, electronic appliances etc. are not to be left in the common areas. Hive Student Accommodation taken responsibility for loss and/or damage of tenant's items at any time. Cleaners and property managers are instructed to remove and throw away these items when observed.
- Tenants should use headphones when listening to any audio/media and must not use external speakers or music equipment including instruments, amplifiers or subwoofer speakers that result in an unacceptable level of noise that creates noise pollution.
- **Drunk/disorderly/aggressive behaviour and/or racial, sexual, or religious insensitivity or insults are considered a serious breach and will result in immediate eviction and reporting of the incident to the police and your university;**

Hive Student Accommodation reserves the right to disclose any occurrence of unacceptable behaviour and/or misconduct to your education provider and/or the police if, in their absolute discretion, they determined that course of action is appropriate.

3.0 Maintenance and Cleanliness

Tenants are required to maintain their bedroom and property's common areas in a neat and clean state of condition and appearance.

Bedrooms

- Tenant/s must ensure the door to their bedroom is free from obstructions at all times, to ensure safe evacuation of the property.
- Tenant/s must not use any nature of adhesive product including glue, sticky tape, tape, blue tac etc. to install decorations on the walls, floors or ceilings within the bedroom and the common areas within the property.

Common areas

- Personal items are not to be kept in common areas and must be stored in the tenant's bedroom, with consideration for clear evacuation in the case of an emergency.
- This includes all personal items such as suitcases, shoes, boxes, furniture, electronic appliances etc. are not to be left in the common areas. Hive Student Accommodation taken responsibility for loss and/or damage of tenant's items at any time. Cleaners and property managers are instructed to remove and throw away these items when observed.
- Tenant/s must, at all times, keep balconies, decks and patios neat and orderly and clear of personal belongings. The hanging of any item from the walls, ceiling or balustrades of balconies, decks and patios is prohibited;
- Tenant/s must not use furniture designed for indoor use outside (including on any balcony, deck or patio);
- Tenant/s must ensure all common area doors are free from obstructions at all times, to ensure safe evacuation of the property in the case of an emergency.
- Tenants must clean up cooking and eating equipment, including drying and putting away in cupboards immediately after using them and before returning to their bedroom;
- Tenant/s are responsible for the tidiness of common areas and should arrange amongst themselves to ensure cleaning tasks are shared equally. If the tenant/s fail to maintain the common areas in an adequate condition, Hive Student Accommodation may organise cleaners to rectify the issue, at their sole discretion, with all tenants equally responsible for the cost.
- Tenant/s are jointly responsible for the condition and maintenance of common areas, including damage, which may occur. If the tenant responsible for the reported damage does not agree with the report, all tenants may be charged equally for the cost of the damage.
- Tenant/s are jointly responsible for **putting out and taking in** the garbage and recycling bins on the day outlined by Brisbane City Council: <http://www.brisbane.qld.gov.au> - Failure to comply with the above, may result in Brisbane City Council issuing a fine to the property. Hive Student Accommodation will recover these costs from existing tenants within the property. In order to avoid these fines, if the tenant/s fail to take out and bring in bins or allow rubbish to accumulate around bins, the property common area including street frontage or external areas, Hive Student Accommodation may organise cleaners to rectify the issue, at their sole discretion, with all tenants equally responsible for the cost.

4.0 Personal appliances/furniture

Tenants must not at any time remove furniture, appliances or other items belonging to the property from the premises.

Tenants may only bring personal furniture if it meets the following:

- Cannot be stored in any common areas.
- Does not clutter the bedroom or prevent the door from opening to ensure safe evacuation of the property in the case of an emergency.

Tenants are NOT permitted to bring electrical appliances into the property that may pose a fire safety risk or consume excessive quantities of electricity, including such items as; heaters, heating fans, element heater, portable air-conditioners, electric blankets, etc. Appliances that use large amounts of electricity such as; heaters, heating fans, element heaters, portable air-conditioners, electric blankets, bar fridges and similar appliances will incur a weekly fee to cover excess electricity costs whilst they are in use at the property. Excess utility consumption fees apply to bar fridges (\$20.00 utility fee, per week), free-standing air conditioning units (\$20.00 utility fee, per week) and all heaters (\$10.00 utility fee, per week). The ONLY approved heating device is an oil filled column heater. Residents are to obtain approval in writing from Hive Student Accommodation before bringing a heating appliance into the property.

Tenants are permitted to have any of the following items in their room;

- Personal Computer, laptop, electric toothbrush, pedestal fan (NONE HEATING), tablet, phone and associated power chargers.

Other small, personal appliances such as the above are acceptable, with written permission from Hive Student Accommodation.

The owner reserves the right to seek, and backdate, compensation for excessive electricity costs incurred through the use of unauthorised appliances.

5.0 Keys and Door Locks

All external entry/exit doors and windows should remain locked at all times to ensure the security of the property.

Tenants are provided with one (1) copy of their bedroom key and other keys to access the property as required.

Tenants must not tamper with and/or change any lock in the premises without written permission of Hive Student Accommodation.

Tenants must not make any copies of any keys without written permission of Hive Student Accommodation.

Lost Keys:

- Tenant/s who lose or damage keys will be charged a replacement fee of \$50 + GST per key
 - Note that replacement keys will be ordered and usually take approximately 48 hours to be cut and delivered.

5.1 Lockouts

The below items are all subject to both staff and key availability. Hive Student Accommodation is not obligated to make spare keys available to the tenant and as such, if you lose a key, there may be delays in granting access to the property.

- If tenant/s lock themselves out during business hours, they may collect a copy of the key (if available) from the office, leaving a deposit of \$50. The office key must be returned to Hive Student Accommodation's office by close of business that day.
- If the tenant wishes for a staff member to attend the property to grant access during office hours, this can be arranged, subject to staff availability, at a cost of \$50 + GST, payable on invoice to the tenant. (Office Hours: Monday – Friday; 9:00am to 4:00pm)
- If tenant/s lock themselves out of the property outside of office hours (Office Hours: Monday – Friday; 9:00am to 4:00pm):
- A staff member may attend to grant access, subject to staff availability and the payment of the emergency attendance service cost of \$100 + GST. This fee is payable to the attending staff member prior to unlocking the property or via direct deposit to the Hive Student Accommodation Trust Account outlined in Item 11 of Form R18 via internet banking.

If at any time Hive Student Accommodation is not available or the emergency phone number is not answered, the following locksmith provider can be called to gain access to your property:

Top Lock Pty Ltd
Ph: 1300 553 945
E-mail: lock@toplock.com
Website: www.toplock.com

Top Lock is available for 24 hour a day, 7 days a week access and can be called anytime. Top Lock has a standard lockout charge of \$176 inc GST, though it must be confirmed with the locksmith prior to booking them. The tenant is liable for all costs associated with the lock out including that of any/all third party contractors.

6.0 Guests

Guests are not permitted at the property between the hours of 10:00pm and 8:00am.

- Guests are NOT permitted to sleep over at the property.
- Any guest found to be sleeping at the property without written permission will result in a penalty fee being charged to the hosting tenant, equivalent to one (1) weeks rent + GST. The hosting tenant will also be issued a Form 11 - Notice to Remedy Breach.
- Repeated offences of this nature may be considered a serious breach and a Form 12 – Notice To Leave may be issued.
- Tenant/s are responsible for the behaviour of their guests at all times and may receive penalties, breaches and eviction based on the behaviour of their guests. Tenant/s will be held responsible for the cost of repairs and/or damage caused by their guests

7.0 Fire Safety

Tenants will be provided with a fire safety briefing prior to occupying the property. The fire safety equipment within the property is connected to an audible alarm. Do not touch the smoke alarms within the property and contact Hive Student Accommodation immediately with any issues or concerns regarding the fire safety equipment.

- All rooms with smoke alarms within the property are inspected on a monthly basis, including bedrooms and all common areas.
- Tenant/s are to report non-functioning, faulty or damaged fire safety equipment to Hive Student Accommodation immediately.
- Smoking, candles, incense, oil, wax, melts, burners and/or any product or item that creates a naked flame are:
STRICTLY PROHIBITED AT ALL TIMES. USE OF THESE ITEMS IS CONSIDERED A SERIOUS BREACH.
- Tampering or altering the fire safety equipment in any way, including covering, taking down or otherwise influencing of smoke alarms is considered a serious breach and may result in the tenant be issued a Form 12 – Notice To Leave.
- Any report from contractors entering the property that advise of any tampering with a Smoke Alarm is considered a Serious Breach and may result in instant termination of your lease, if you are found to have contributed to the breach.

Tenant/s Initials:

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8.0 Emergency Phone

Our Emergency Phone number is **1300 882 326**. This number can be called at anytime; 24 hours a day, 7 days a week for emergencies concerning serious breaches, electricity, water, gas, lockouts or emergency items outlined in Section 4 – Special Terms. **Please note that the emergency contact facility is an extra service provided for tenants and is staffed by Hive Student Accommodation whenever possible. Downtimes may occur at any time, and Hive Student Accommodation reserves the right to discontinue this service at any time or at its discretion.**

9.0 Laundry

A washing machine is provided in each property, for the use by tenants only. All tenant/s are allowed to use the laundry facilities:

- Tenant/s are required to provide their own laundry detergent, as they desire.
- Tenant/s must remove their washing from the machine on completion of the washing cycle.
- Tenant/s must only hang wet items of clothing on clothesline provided.
- All items on clothes lines are to be removed from the line, once dry or within 24 hours, whichever is sooner.

10.0 Early termination of lease agreement by tenant

This lease agreement including; Form R18 Rooming Accommodation Agreement, Special Terms and House Rules form a legally binding document that locks you into this agreement until the lease end date, displayed under Item 7.3 of Form R18. If the tenant is in breach of this agreement, before the lease end date despite other provisions of this agreement, Hive Student Accommodation may claim from the tenant:

- The rent and service charges until Hive Student Accommodation re-lets the premises to a suitable candidate or the end of the tenancy as specified in Item 7.3 of Form R18 or whichever is the earlier.
- The costs (including advertising costs) of re-letting and attempting to re-let the premises. These costs include;
 - Break Lease Fee; equivalent to two (2) weeks rent + GST, to cover the associated costs with the re-letting of the property, incurred by the owner of the property.
 - Advertising Fee of \$100 + GST, to cover the cost of advertising on www.realestate.com.au
 - Mattress Protector replacement fee of \$15+GST, to cover the owner's cost of supplying a new mattress protector to the replacement tenant.

11.0 Breaking The Lease

If the tenant would like to vacate the property prior to the lease end date, displayed under Item 7.3 of Form R18 the tenant will need to follow the break lease procedure outlined below:

- Provide Hive Student Accommodation with a completed and signed Form R13 - Resident Leaving Form.
- Pay the Break Lease, Advertising and Mattress Protector Fee outlined above.
- Maintain rental payments in advance, equal to the rental amount and service charges outlined in Item 8 of Form R18 until Hive Student Accommodation re-lets the premises to a suitable candidate or the end of the tenancy as specified in Item 7.3 of Form R18 or whichever is the earlier.
- The tenant should make the property and themselves available to show prospective residents at reasonable times and when Hive Student Accommodation is unavailable.
- Hive Student Accommodation will conduct a final exit inspection once the tenant has vacated the property and all keys, access key-cards and remote controls have been returned to Hive Student Accommodation. The exit inspection will be conducted at a reasonable day & time, determined by Hive Student Accommodation and written notification will be provided to the tenant of this day & time.
- The refunding of the tenant's bond through Form R4 - Bond Refund Form can only occur once;
 - A suitable replacement tenant has been found and signs a Form R18 Rooming Accommodation Agreement; and
 - Hive Student Accommodation has received all costs and expenses relating to the early termination of the lease agreement.

Your bond will not be refunded until:

ALL rent is paid up to the required date as notified to you by Hive Student Accommodation, keys are returned to Hive Student Accommodation, administration and advertising fees are paid and the rental premises is in the same condition as per the Form R1 - Entry Condition Report, which forms part of this agreement.

12.0 Property Absence

Tenant/s that are planning to leave their room for a period of absence exceeding seven (7) days should inform Hive Student Accommodation in writing. Your rental amount is fixed and remains the same during all periods of absence. All rent must be paid in advance and nobody is permitted to stay in the room whilst the tenant is absent without the written consent of Hive Student Accommodation.

The Tenant must not permit persons other than those nominated on the Form R18 Rooming Accommodation Agreement to reside at the property without written consent from Hive Student Accommodation.

Tenant/s Initials:

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TENANT ENTRY CHECKLIST	
PROPERTY ADDRESS	51A Herston Rd Kelvin Grove, QLD, 4059,
TENANT NAME	Hive Student
ONCE SIGN UP IS COMPLETED PLACE PACK IN AWAITING ECR PIGEON HOLE	
Item	Tenant Initial
R18: Lease Agreement	
Special Terms	
House Rules	
Bond Lodgement Form	
Key Sheet	
ECR for Room Received	
ECR to be Returned in 3 Days explained	
Fire Training Document Completed	
Internet Code (Fridge)	
Bin Information (Fridge)	

Terms	Tenant Signature
I agree that the above process has occurred and been completed by Hive Student Accommodation	
I accept to receive all the above documents via electronic email (hard copy available on request at signup only)	
I have fully understood all the proceedings of the lease signup and my questions have been answered	
I understand that rental payments must be made as a single fortnightly transaction to the Hive Trust Account	
I understand that a Rental Reconciliation Fee (Bank Charge) applies to all rooms - cost of \$24.00 inc GST per 6 month lease period	
I have signed and initialled all documents of my own free will	

Tenant/s Initials: