



# University Apartments

## Resident Handbook

Version 2.0.

### Welcome to University Apartments

University Apartments is a community committed to creating the best living environment possible to support your personal and academic success. It is governed by the rules below which have been designed to ensure the comfort, safety and security of all Residents, staff and visitors. If you have any questions, please do not hesitate to contact the dedicated team of professional staff and Residential Assistants that are on hand to help you throughout your stay at University Apartments.

#### 1. Introduction

- This Resident Handbook and the rules within (Rules) are a supplement to the Student Accommodation Agreement (Agreement), along with all applicable standard University policies and procedures including the University Student Conduct Policy (MPF1324).
- Residents must read this document and, once understood, sign the acknowledgment form issued upon arrival, which will evidence the Resident's Agreement to abide by the building Rules and contractual obligations.
- A failure to comply with the Rules will constitute a failure to comply with the provisions of the Agreement and may lead to disciplinary actions including, but not limited to written warnings, Agreement termination and eviction.

#### 2. Resident Rights & Responsibilities

All Residents are entitled to:

- Start the residency with the premises in a reasonable condition that complies with health and safety regulations.
- Peaceful enjoyment of the premises.
- A secure environment.

Residents have a responsibility to:

- Abide by the terms of the Agreement and Rules of the building.
- Pay the accommodation fees by the due date and by the agreed method of payment.
- Only use the premises for residential purposes unless otherwise agreed in writing.
- Not use the premises for illegal purposes.
- Not cause a nuisance or interfere with the reasonable peace, comfort, or privacy of any other Resident.
- Keep the premises and inclusions clean.
- Be responsible for guests' behaviour.

- Not intentionally, maliciously or negligently damage, or allow anyone else to intentionally, maliciously or negligently damage, the premises or inclusions.
- Report to staff any damage/maintenance issues in writing.
- Pay for charges as outlined in the Agreement and these Rules.
- Pay for any blown light bulbs or damage in the Room.
- Pay for any False Fire Alarm call outs that may occur from the Room.

#### 3. Management Rights & Responsibilities

Management reserves the right to:

- Send Remedy of Breach notices to Residents who break the terms or conditions of the Agreement and/or cause damage to any parts or inclusions of the building and/or cause inconvenience to others.
- Issue Remedy of Breach notices to Residents defaulting on their accommodation fee payments, and to send a Notice to Leave if not remedied.
- Inspect the condition of the property at a time previously arranged.
- Maintain rules and regulations (permitted by law) regarding the limitation, prohibition, and the use of drugs and alcohols within the premises.
- Request ID from Residents.

#### 4. Induction

Induction provides an overview of important information related to the residency, as well as everything Residents need to know about living at University Apartments.

- Within 5 days of arrival, Residents will be required to make an appointment to attend a compulsory induction session.
- Failure to attend an induction will result in a breach notice. Residents will have 10 days upon receiving the breach notice to attend an induction or further sanctions will be applied, which may include eviction.

#### 5. Condition Report

The Condition Report describes the state of the Room at check-in (accompanied by photographic evidence) and is used at the end of the Agreement to assess any damage to the Room, its fixtures, fittings and furnishings. Management will infer that any damage not recorded in the Condition Report was caused by



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the Resident, and therefore Residents are encouraged to be as comprehensive as possible when completing their initial report.

- If the Resident finds anything that is contrary to what is already described in the Condition Report, the Resident must make a note of it next to the relevant section.
- The completed Condition Report must be **returned to the office within 2 business days** of receiving the report.
- Failure to do so will result in the original condition report issued at the start of the Agreement forming the basis for any security deposit claims at the end of the Agreement.

### 6. Security Deposit

The security deposit is held in an account on the Resident's behalf for the term of the residency and/or for any further period in which the Resident may occupy the Room.

- The security deposit cannot be used for Accommodation Fees unless authorised by the Hall Manager.
- The cost of repairs or excessive cleaning may be deducted from the security deposit.
- The Resident is not entitled to make a claim on any interest of the security deposit.

### 7. Fire Sprinklers and Smoke Detectors

- Residents must not attempt to touch, cover or tamper with any fire equipment including the smoke detectors and fire sprinklers. Any attempt to do so will lead to disciplinary action.
- The costs for any damages incurred and/or levy fines issued by the Metropolitan Fire Brigade for false alarms caused by interference will be imposed upon the responsible Resident.
- In the event of excessive cooking fumes activating the smoke detector alarm, Residents must use the rangehood, remove cooking from the cooktop, open windows and fan the fumes away until the smoke detector alarm ceases.
- Residents **MUST NOT OPEN THE MAIN DOOR** as fumes/smoke travelling into the hallways will trigger an automatic call to the Metropolitan Fire Brigade.
- If the Metropolitan Fire Brigade is called, Residents may be liable for the callout fee which can currently exceed \$2,800.

### 8. Evacuation

- If instructed to evacuate the building, Residents must proceed to the nearest FIRE EXIT and continue down the stairs to the ground level.
- Residents must follow all instructions of the fire wardens, staff and authorities during an evacuation or other emergency. Any Resident which fails to follow instructions given by the fire wardens, staff and authorities will receive a breach notice.
- Residents must assemble at Haymarket Walk which is the first laneway located to the right when Residents exit University Apartments and await further instructions from the University Apartments staff.
- Residents must wait at this assembly location until instructed by the fire department that it is safe to re-enter the building.

### 9. Building Security

- Residents must carry ID at all times and, if requested, show it to management, security or staff.
- Security fobs and keys should always be carried by Residents and under no circumstances are Residents to loan out their security fobs or keys to anyone.
- Entering another Resident's Room without authorisation is not permitted. Offenders may be detained and charged with trespassing by the appropriate authorities.
- Residents are responsible for the behaviour of their guests and must understand that guests are also bound by all the Rules whilst in the building.
- Residents are responsible for personally letting their guests out of the building after hours.
- Residents must report any suspicious people or behaviour to management; trespassers and any persons deemed to be unauthorised by management will be asked to leave the property immediately.

### 10. Lockouts

- A lockout fee of \$10 will apply should a Resident be locked out of their Room or the building and require a University Apartments staff member to provide access after-hours.
- Residents must inform staff immediately if they lose their security fob/keys or are locked out of their Room. (After hours, call the on duty Residential Assistant on 0447 205 197)



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- A cost of \$55 will be charged to replace any lost or damaged security fobs, \$35 will be charged to replace any lost or damaged mailbox keys and \$200 will be charged to replace any lost or damaged Room keys.

### 11. Absence from the Room

To avoid any unnecessary removal of goods where it is thought that the Room has been abandoned,

- Residents should advise staff and complete the online [Holiday Form](#) if they intend to leave their Room for more than one night. Staff will note this on the Resident's file should they need to contact the Resident in an emergency.
- Residents are to ensure all accommodation fee payments are made prior to going on holiday.

### 12. Cleaning and Inspections

- Residents are responsible for the day-to-day cleaning of their Room.
- Residents are expected to keep their Room and other areas of the residence in a reasonably clean and tidy state at all times.
- Rooms will be inspected randomly, after due notice is given, for faults or damage.

### 13. Compulsory Departure Cleaning

- Upon arrival, a \$180 compulsory cleaning fee is required in advance to cover the cost of a professional clean.
- At the termination of the Agreement, Residents must leave the premises in the same condition as when they entered them, except for fair wear and tear.
- Any cleaning required beyond the standard professional clean will be at the Resident's expense and deducted from the security deposit.
- After Resident's Agreement ends, any items left in the Room will be treated as abandoned items. Management have authority to dispose or donate the items, any additional charges will apply to the Resident.

### 14. Room Repairs

- All maintenance requests must be reported to the University Apartments team.
- The Resident is liable for any damages or loss caused by negligence or misuse of the Room, its fixtures, fittings and

furnishings and will be charged for labour and any associated costs.

### 15. Cooking

- Residents must cook in a responsible manner, using the range hood exhaust fan at all times.
- Residents must not place cold objects onto a hot cooktop or hot objects onto a cold cooktop as it can cause thermal cracking.
- Do not leave cooking unattended as it is a smoke and fire hazard.
- Residents will be charged the associated costs for any action, including cooking, that triggers the smoke alarm.

### 16. Rubbish

- Residents must ensure all rubbish from Rooms is emptied regularly into the rubbish chutes which are located on each level.
- The rubbish chutes must not be blocked by items that are too bulky to fit.
- Oversized items and recycling must be brought to the rubbish and recycling bins on the ground floor in the garage.
- All general waste items must be placed in a securely tied bin bag when using the general waste bin chute.
- There no chute for recycling. Residents must place recyclable items into the recycling bins in the garage. Do not use bin bags in the recycling bins.

### 17. Mail/Parcels

All mail is delivered directly to mailboxes, located on the ground floor of the building. Residents are required to use their mailbox key to access their mailbox.

- Any mail or parcels delivered after a Resident has moved out of the building will be returned to the sender. Residents are asked to ensure they redirect any mail/parcels to their new address.
- All mail and parcels should be addressed to University Apartments (see address below) and have the Resident's name and Room number on the mail/parcel.

Resident Name University Apartments Room Number/223 Berkeley Street, Melbourne VIC 3010 Australia
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### 18. Conduct and Behaviour

- Residents must agree to abide by the code of behaviour which is captured throughout this document.
- All Residents must mutually respect the rights of all Residents, staff, visitors and contractors.
- Residents are responsible for the behaviour of their guests.
- Misconduct, unacceptable behaviour or any act which is deemed to compromise the health, safety and wellbeing of other Residents, staff, visitors and contractors, will not be tolerated.
- Unacceptable behaviour may include but is not limited to:
  - Carrying, using or distributing illegal drugs or other illegal substances
  - Harassment, abuse or discrimination of another Resident, staff member or person
  - Sexual/physical abuse of another Resident, staff member or person
  - Theft of another person's property
  - Significant interference with the peace, comfort or privacy of another Resident or staff member
  - Smoking within a Room or in another area of the building
  - Tampering with or removal of the smoke detector in the Room
- Any instances of such behaviour will be classed as a material breach of the Agreement and will lead to disciplinary action including termination of the Agreement and eviction. Matters may be further referred to the police, and/or the Academic Registrar for consideration under the Student Conduct Policy (MPF1324).

### 19. Noise

- Noise must be kept to a minimum at all times and especially from 10pm or during study week which is referred to as SWOTVAC (Study Without Teaching Vacation) and exam periods.
- Noise complaints are monitored by management; repeat offenders will be subject to disciplinary action.

### 20. Alcohol

- Alcohol is permissible (if the Resident is over the age of 18) only if consumed within the Resident's own Room. Alcohol must not be consumed in common areas.

- Alcohol drinking paraphernalia, such as beer bong, whilst not prohibited, are strongly discouraged. These items must not be stored in locations that are visible from common areas or general access areas.
- Disrupting the peaceful enjoyment of the property for other Residents through intoxicated behaviour is a misconduct under these Rules.

### 21. Drugs/Illegal Substances

- The use of/or being under the influence of any illegal substance in the building is strictly forbidden.
- Under NO circumstances are any illegal substances permitted within the building.
- Drug related paraphernalia, such as bong, are strictly prohibited.
- Residents found to be using or supplying drugs and other illegal substances will be reported to relevant authorities.

### 22. Smoking

- University Apartments is a smoke-free building which includes the Rooms and common areas. Residents may only smoke in the designated smoking zones. Failure to do so will render the Resident liable to disciplinary action.
- Any costs resulting from the repair and cleaning of any damage caused through cigarette burns, smoke residue or build-up of nicotine will be charged to the Resident responsible.

### 23. Gambling

- Gambling is not permitted on the premises. This does not include competitions or raffles organised by the Residential Life Team.

### 24. Overnight Guests

- Residents may have a guest stay overnight for a maximum stay of three consecutive nights.
- Residents must complete an online [Guest Form](#) that includes the guest's details and the length of their stay.
- A guest must be accompanied at all times by a Resident.
- Guests must be over the age of 18.
- Management does not provide extra bedding for guests. Residents must accommodate guests within their own



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Room.

- Residents must ensure that their guests comply with the Rules and reasonable directions given to them by management. Failure to do so will render the Resident liable to disciplinary action.
- Management reserves the right to withdraw permission for overnight guests at any time.

### 25. Children

- The property has not been built with the safety of children in mind, and therefore children are not permitted to reside within the building.

### 26. Pets

- Under NO circumstances are Residents permitted to bring any pets or animals into the building. This includes fish.

### 27. Fixtures, Fittings & Furnishings

- The fixtures, fittings, furnishings and other items provided in the Rooms are to be used for the purposes for which they are made. The Resident is liable for damage to this property.
- Residents are not permitted to make alterations, additions or improvements to the Room or its fixtures, fittings and furnishings unless the request has been given in writing and approved by management.
- Residents are not to remove from their Room any item or equipment that has been provided by University Apartments.

### 28. Joinery items

- Residents will be charged for the replacement of countertop, dining table, bathroom vanity, bedside tables and desk surfaces if severe cuts and scratches occur from chopping or cutting directly onto the surface or sliding heavy objects across the surface.

### 29. Removal of Stains

- Do not use any powders or abrasive liquid cleaners. A light application of methylated spirits or cleaning liquid that does not contain solvents can be used.

### 30. Heating

- At no time should the heating units be covered or obstructed in anyway.
- Clothing and laundry must not be hung over/in front of the heater as this is a dangerous fire hazard.

### 31. Glass

- Do not store or place items in contact with the glass (this can damage the glass or create a heat trap leading to thermal breakage).
- Never use abrasive cleaners on glass. Scouring pads or other harsh materials must not be used to clean windows or other glass products. Powder based cleaners are to be avoided.
- Avoid causing extreme temperature changes as this may lead to thermal fracture of the glass (i.e. do not splash hot water on cold glass, or freezing water on hot glass).
- Avoid using tapes or adhesives as they can stain or damage glass surfaces.

### 32. Walls

- Residents must not use sticky tape, blu-tack or other adhesives on walls
- Any damage to walls or paint from the removal of hooks and other adhesives will be charged to the Resident.
- All hooks must be removed from walls at the end of the Agreement.

### 33. Tiled Surfaces

- Do not clean the tiles with acid or with any abrasive materials. Use specifically designed tile-cleaning detergents only.
- The bathroom floor is designed as wet floor, however if a large amount of water accumulates, this may cause leaking and damage to the property.

### 34. Common Property

- Residents must not interfere with or damage any common property, nor leave anything on or obstruct the use of common property. The Resident is liable for all damages caused.



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### 35. Bicycle Storage

Bicycle racks are on every floor within the building except the lobby.

- In order to preserve carpets and other fittings and fixtures, bicycles are not to be brought into any of the Rooms.
- Bicycles are not permitted to be stored on any part of the common property within the building except designated bike racks.
- Transgressions will lead to bikes being removed; any locks or mechanisms securing the bike will be removed at the expense of the Resident.

### 36. Laundry

Laundry facilities are located within the Room and Residents are provided with a washer/dryer.

- For effective cleaning and drying, do not overload the machines.
- If Residents encounter any difficulties with the laundry equipment, please contact the University Apartments staff.

### 37. Resident Lounges

The resident lounge, located on the ground floor, contains a large flat screen TV, lounge chairs and a vending machine.

- Residents must show consideration to other Residents by ensuring these areas are kept clean and tidy at all times.

### 38. Breaking the Agreement (Early Termination)

- If Residents wish to terminate their Agreement before the end date, Residents must complete and submit to management the Early Termination Form no less than 28 days before their intended move-out date. **Note:** early termination requests will not be valid until management receives the Early Termination Form.
- Residents are required to submit evidence to support any basis for early termination noted on the Early Termination Form.
- Residents are liable to continue to pay Accommodation Fees until the earlier of:
  - The expiry of the Agreement; or
  - The commencement date of a new Agreement between a replacement occupant and University Apartments

- In addition, a cancellation fee equivalent to 2 weeks Accommodation Fees is payable.
- Under extenuating circumstances, management has the ability to reduce the notice period or fee associated with termination of an Agreement.
- In all cases, the Room must still be returned to the same standard that it was in at the commencement of the Agreement.
- Management reserves the right to seek recovery of any amount owed should a Resident fail to meet their legal obligations. The University may also take steps to withhold results and/or transcripts and/or the right to graduate for failing to pay all costs.

### 39. Agreement Termination

An Agreement may be terminated by management if:

- The Resident fails to pay Accommodation Fees by the due date and all notices to remedy have not been satisfied.
- The behaviour of the Resident is deemed “unacceptable” by management (as defined by the Agreement).
- The Resident resorts to or takes advantage of any law for the protection of insolvent people, becomes bankrupt or commits an act of bankruptcy.
- At the termination of an Agreement, all the Residents’ personal property must be removed. Any property left in the Room will be disposed of.

### 40. Refund Policy of Security Deposit and Advanced Accommodation Fees

No Refund

- In the event a Resident is evicted, the Resident will not be eligible for refund of any Accommodation Fees paid until an acceptable Applicant is found that suits the eligibility criteria for living at University Apartments and takes up their Agreement.
- At the end of the Agreement, where damage has been caused to University Apartments property and the security deposit is not enough to cover the cost of rectification, the security deposit will be claimed, and the Resident will remain liable for any additional costs.
- Where a Resident breaks an Agreement without cause, the Resident is not eligible for any refund of advanced Accommodation Fees until another Resident is found.





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### Partial Refund

- Where a Resident wishes to withdraw their application after accepting an offer of accommodation and has paid a security deposit and/or accommodation fee, the Resident must give at least 28 days written notice prior to either the commencement date of their Agreement or the University Apartments semester start date, whichever is the earliest.
- Where the appropriate notice is given, a portion of the security deposit may be refunded at the discretion of management, dependent on the subsequent re-letting of the Room to another party.

### Total Refund

- In the event that an Applicant has fulfilled all obligations as defined by University Apartments but the offer of accommodation at University Apartments is withdrawn more than 28 days from commencement of the Agreement, or if University Apartments management is unable to provide accommodation in accordance with our obligations, all security deposit payments and advance Accommodation Fees instalments will be fully refunded.
- However, whilst University Apartments representatives will try to offer Applicants the Room of their choice, this may not always be possible.
- A security deposit is refundable at the end of an Agreement which is not renewed. The conditions for this are:  
Accommodation Fees is paid in full, all fixtures, fittings and furnishings are accounted for, there is no damage to any University Apartments property for which the Resident is liable, and expenses such as cleaning are fully paid.
- Any costs related to damage, rubbish removal or excessive cleaning, which is not covered by the departure cleaning fee, will be deducted from the security deposit.

returned on departure. Failure to do so will incur a replacement fee of \$290.

- Residents are required to complete a Deposit Refund form 1 day prior to departure. Please note, refunds are processed at the end of the Agreement date – this can take up to 4 weeks. It's critical that the Deposit Refund form is clearly marked in BLOCK letters.

## 41. Checkout Procedure

- Checkout time is at 10am on the morning of the Agreement termination date. Should Residents wish to leave earlier than this day/time, reception must be advised in advance with the proposed departure date/time.
- Residents are required to settle any outstanding charges on their account in full at least one day prior to departure.
- The Security Deposit is not intended for use as the Accommodation Fee unless authorised by the Hall Manager.
- All personal belongings must be removed from the Room and common areas prior to departure.
- The departure cleaning fee would have already been paid upon arrival. Any excessive cleaning will result in additional charges.
- The security fob, mailbox key and Room key must be