

# Conditions and Rules of Residence 2021



**Accommodation  
Services**



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## 1. INTRODUCTION

Accommodation Services at La Trobe University seeks to provide all residents with a safe and enjoyable living and learning experience. Residents share this responsibility and are required to act in the best interests of the residential community.

Our collective goal is to create living environments which emphasise respect, inclusivity, collegiality and personal responsibility, so that all community members feel they belong and are valued, supported, and safe. In joining a residential community at La Trobe University, you are committing to a set of standards and expectations which support this goal.

These Conditions and the Rules of Residence are applicable to all residents living within the on-campus Student Accommodation at La Trobe University. Please review these Rules of Residence before applying or accepting an offer to live with us.

In addition to these Rules of Residence, all La Trobe University students are subject to University Statutes, Regulations, Policies and Procedures. Key student rights and responsibilities can be found in the [student charter](#) and, [policies and procedures library](#).

## 2. ADMISSION

### 2.1. Eligibility criteria

All students aged 18 and over enrolled in a La Trobe University (or other tertiary institution) course of study are eligible to apply to live in Student Accommodation.

Accommodation Services **may permit** students under the age of 18 to reside in Student Accommodation. Students under 18 must comply with the following to be considered for entry and to remain in Student Accommodation:

- complete an Underage Agreement Form prior to arrival, also signed by their parent/guardian;
- attend an Underage Information Session held on the first day of Orientation (arrival day) or arrange to meet with a designated Accommodation Services staff member; and
- not consume alcohol at any on-site events (including licensed premises).

All applications for short term or casual residency (i.e. residencies of less than 42 weeks or where a resident stays on beyond the original term) will be considered at the discretion of Accommodation Services.

Accommodation Services may decline any application, withdraw an existing offer and/or terminate an existing Residential Agreement where a resident/prospective resident:

- discontinues their enrolment at the University (or other tertiary institution);
- has previously been evicted from Student Accommodation or another tertiary institution's accommodation service;
- fails to complete mandatory online training modules within the specified timeframes or attend mandatory training/information sessions for residents, which include:
  - a. Online Induction Modules
  - b. Consent Matters training
- is found, following a disciplinary process, to have breached these Rules of Residence.

Accommodation Services may also decline an application where it has health and safety concerns which cannot be satisfactorily addressed by making reasonable adjustments.

All accepted offers of residency are valid for the term of the Residency Agreement only.

Returning places within Student Accommodation are limited. Decisions as to whether students are offered a place in Student Accommodation in a subsequent year are at the sole discretion of Accommodation Services and the following factors will be taken into account:

- a. **Previous behaviour** - If a resident has engaged in prior unacceptable behaviour they will not be offered a new Residential Agreement.
- b. **Academic performance** – La Trobe students living within Student Accommodation are expected to achieve and maintain an acceptable level of academic performance (weighted average mark equal to or above 52 and failing no more than 2 subjects) in an academic year.
- c. **Payment history**- If a resident has outstanding debt, a history of late payments and/or debt accumulation.

### 3. RESIDENTIAL AGREEMENT

#### 3.1. Offer and acceptance

If an application for residency is successful, a formal offer of Student Accommodation will be sent.

To accept the offer, the Residential Agreement must be accepted via the online portal called StarRez. When accepting the Residential Agreement, prospective residents must confirm that their personal details including enrolment status are true and correct and that they have read, understood and will comply with:

- the Rules of Residence (which form part of the Residential Agreement)
- the Residential Agreement declaration; and
- In the case of La Trobe University students, the [La Trobe University Student Charter and related documents](#).

The Residential Agreement will start on the date stipulated in the letter of offer.

Rent will be charged from the Residential Agreement start date. If a resident chooses to move in after the start date, they will still be charged from the start date.

#### 3.2. Residency allocations and relocation

Room and College allocations are made at Accommodation Services' absolute discretion.

At any time during a resident's residency, a resident may be required to relocate to another residence (e.g. due to renovations, safety considerations, emergencies etc). If such a requirement arises, suitable alternative accommodation will be provided on the same terms. If there is no suitable alternative accommodation available, the Residential Agreement will come to an end.

#### 3.3. Condition report

All residents must complete an inventory and room condition report through the StarRez portal within 72 hours of check in. Any pre-existing damage or missing items need to be reported in the condition report. Any damage or missing items not included in the report may be charged to the resident following the first inspection.

### 4. FEES AND RENTAL ARREARS

#### 4.1. Residential Fees

Rental fees, which are detailed in the letter of offer are payable on or before the fifth business day of each month. Utilities such as water, gas and electricity are included in the daily rental price.

All Short Term or Casual residents must pay residential fees in full prior to check-in.

The bond detailed in the letter of offer must be paid as part of the acceptance process. Accommodation Services will use the bond to cover any unpaid fees, cleaning costs or rectification works resulting from damage caused by a resident during their stay, or as otherwise as outlined.

Once all debts are cleared and the Web Departure Form has been completed, the bond (or residual bond as the case may be) will be refunded. Returning residents will have their bond carried over to the subsequent contract period.

## 4.2. Overdue Account Fees

When fees are late by more than **5 business days**, a late fee (as detailed in the Schedule of Fees) will be applied to a resident's account.

If residents experience financial difficulties regarding payment of fees, they should notify Accommodation Services as soon as possible to request an extension clearly indicating the date by which payment will be made. A payment plan may also be agreed by Accommodation Services. Student bursaries and other financial assistance may also be available in extenuating circumstances.

If fees are late by more than **15 business days** and no extension or payment plan has been agreed, access to a resident's room will be blocked until they contact the Accommodation Services Office to arrange to make the full payment or enter into an agreed payment plan.

If a resident's fees are late by more than **15 business days**, the Residential Agreement may be terminated. If this occurs, a Notice of Eviction will be issued, and a resident given 48 hours to vacate. Where a resident is also a La Trobe University student, their academic account may also be encumbered affecting access to academic results, re-enrolment and potentially delaying or preventing graduation. Full payment or a payment plan will need to be agreed to before the encumbrance is lifted.

Regardless of any agreed extension or payment plan, outstanding fees:

- must be paid by the Residential Agreement end date (or before a resident vacates).
- will not be rolled over to Summer Accommodation, or to the following year if an application to return to Student Accommodation is made; and
- remain payable if a resident departs without having settled their account.

Any aged or outstanding debt will be managed in accordance with the La Trobe University's [Debt Management Policy](#).

## 5. COMMUNITY STANDARDS & RULES APPLYING TO BEHAVIOUR

### 5.1. General Duties of Residents

As a member of a residential community, residents' behaviour should not negatively impact on other residents, staff or the wider Student Accommodation community environment.

Residents must follow all reasonable verbal and written instructions of all Accommodation Services staff and La Trobe Security who act to protect the interests and the wellbeing of all residents.

Residents must abide by the general duties of residents and other rules in this document regarding conduct. Any breach of these rules will be treated seriously and may result in a resident's eviction and/or other sanction in accordance with these Rules of Residence..

Disciplinary action may be taken regarding prohibited conduct which occurs on campus or where a resident's off-campus conduct affects another resident, student, staff member or other person associated with the University community, or otherwise detrimentally affects the University's reputation.

Residents must not engage in any of the following:

- **Anti-social behaviour** – behaviour that unreasonably disturbs, annoys or interferes with another resident's quiet enjoyment of their living environment, breaches generally accepted standards of behaviour and/or which involves the inappropriate use of University property or facilities. Anti-social behaviour also includes any unlawful activity, excessive noise and conduct which poses a risk to health and safety.
- **Hazing** - any action or situation intentionally created to cause embarrassment, harassment or ridicule and risks emotional and/or physical harm to an individual or members of a group or team, regardless of the person's willingness to participate. Hazing often involves having people 'earn' their way into a group or onto a team.
- **Bullying** - repeated, unreasonable treatment of a person which creates a risk to their health and safety. Bullying can include aggressive and intimidating conduct, belittling or humiliating comments or nicknames, practical jokes and deliberate social isolation/exclusion.
- **Discrimination** – treating someone less favourably than another person/group in a similar situation because of personal characteristics protected by law (e.g. race, gender, sex, sexual orientation etc), or imposing an unreasonable requirement on someone that they cannot comply with because of a personal characteristic protected by law.
- **Sexual harassment** – any unwelcome sexual advance, request for sexual favours or other unwelcome conduct of a sexual nature in circumstances in which a reasonable person, having regard to all the circumstances, would have anticipated that a person would be offended humiliated or intimidated. For example, unwelcome touching; staring or leering; suggestive comments or jokes; unwanted invitations to go out on dates; sexually explicit pictures or posters; requests for sex; intrusive questions about a person's private life or body; unnecessary familiarity such as deliberately brushing up against a person; insults or taunts based on sex; sexually explicit emails or SMS text messages.
- **Sexual assault** – means intentionally touching another person; and the touching is sexual in nature; and the person who was touched did not consent to the touching; and the person touching does not reasonably believe that the person consents to the touching (sexual misconduct and consent is discussed in more detail below).
- **Smoking** - Smoking in bedrooms, on the residential premises or any area of the University campus grounds, other than the [designated locations](#).
- **Intoxication** - the excessive consumption of (or encouraging another to excessively consume) alcohol or other drugs (prescribed or otherwise) and in the case of a resident under 18 years of age, consuming **any** amount of alcohol.
- **Theft** – dishonestly taking something that belongs to someone else or the University, including food from fridges, clothing and other personal items.
- **Threatening, violent or abusive behaviour** – any actual violence, threats of violence or other conduct which causes another person to reasonably fear for their physical health and safety and/or ability to have power and control over their own affairs (e.g. initiate

partner violence/abuse where a current or former partner seeks to exert control over the other person).

## 5.2. Drugs & Alcohol

All residents must ensure the safe and responsible consumption of alcohol and other lawful substances while on residential premises. This includes ensuring that:

- a. residents do not partake in, or encourage other to partake in, games and activities involving or encouraging the excessive consumption of alcohol (which is conduct that is strictly prohibited).
- b. residents do not bring alcohol containers/collections that promote irresponsible drinking/binge drinking (including but not limited to kegs, beer balls, funnels, beer bong, punch buckets, shot glasses) onto residence. Such items may be confiscated by staff and destroyed.
- c. all events and residents comply with the Alcohol and Drugs (Student) Policy.

The possession, solicitation, sale, distribution, manufacture/production, consumption or being under the influence of illicit or non-prescribed drugs is strictly prohibited.

In addition, all residents must comply with the [Alcohol and Drugs \(Student\) Policy](#).

## 5.3. Alcohol free areas

Accommodation Services supports the rights of students wishing to reside in Student Accommodation free from the consumption of alcohol. Alcohol free floors will be designated by Accommodation Services.

Residents living within alcohol free floors or areas and guests visiting the alcohol-free floor areas are not permitted to store, consume or be under the influence of alcohol within the designated areas, including the common spaces or balcony areas.

## 5.4. Respectful relationships and consent

All residents must treat each other respectfully which includes ensuring that any other person participating in sexual activity consents to that activity taking place.

**Consent** involves a person providing free agreement to the sexual activity. Whether or not a person reasonably believes that another person is consenting to an act depends on the circumstances, including any steps that the person has taken to find out whether the other person consents. Circumstances where a person does not consent to sexual activity are listed in the definition section of the [Sexual Harm Prevention and Response Policy](#) and include but are not limited to, the following:

- a. a person is asleep or unconscious;
- b. a person is so affected by alcohol or other drugs, as to be incapable of freely agreeing to the sexual activity;
- c. the person is mistaken about the sexual nature of the activity;
- d. the person is mistaken about the identity of any other person involved in the sexual activity;
- e. the person does not say or do anything to indicate consent to the sexual activity;
- f. having given consent to the sexual activity, the person later withdraws consent to the sexual activity taking place or continuing; or
- g. force is used or threatened to be used against a person (or someone else) to coerce them into engaging in the sexual activity;



- h. The law in Victoria sets clear age limits for when a person can legally have sex. This is called the age of consent. In Victoria it is generally unlawful to engage in sexual activity with a child under 16 years old, even if they agree.

If you have experienced or witnessed any such conduct, or other concerning behaviour, you are strongly encouraged to contact the University's [Speak Up](#) service as soon as practicable for advice, support and information.

## 6. SECURITY, FIRE PREVENTION, EMERGENCY MANAGEMENT AND SAFE USE OF FACILITIES

Residents' safety and security is paramount.

**For all emergencies please call "000" and La Trobe Security on 9479 2222.**

For all other matters involving issues of safety, please contact the Safety Operations Centre on 9479 2012, or 1800 800 613.

For health, safety and environmental reasons, residents are required to abide by the following rules. Any breach of these rules will be treated seriously and may result in a resident's eviction and/or other sanction in accordance with the Student Conduct Management Policy.

Residents may also be liable for the replacement costs and/or any damage caused by their negligent action(s). This includes, but is not limited to, the costs associated with a sprinkler head being damaged and flooding the building, and fire alarms being triggered and the Fire Brigade attending a call out. Please see the schedule of fees for the charges which may be applied.

If an alarm or sprinkler is activated legitimately and through no fault of a resident, charges will not apply.

### 6.1. Evacuation

Where the alarm is activated in a building, all residents and other individuals must evacuate the building immediately and assemble in the [designated assembly area](#) specified for each building.

Residents must remain at the designated assembly area until advised by staff or the Fire Brigade that it is safe to return, and must comply with directions given by Security Staff.

### 6.2. Fire alarms and fire safety

Cooking equipment including rice cookers and microwave ovens are not to be used in any residential room other than the kitchens.

To limit the risk of a fire alarm being accidentally triggered, deodorant, hair spray, hair dryers, aerosols, and hair straighteners must not be used in bedrooms or other areas but may be used in the bathrooms. Air diffusers, humidifiers, incense, incense diffusers, cigarettes, e cigarettes (vaping), cigars and hookahs are not to be used in any residential room.

Tampering with fire alarms, fire extinguishers, hoses, exit signs, instruction signs, sprinkler systems, smoke detectors, exit door hardware and/or other safety equipment is strictly prohibited. This includes covering smoke detectors or other safety equipment in any way.

Sprinkler heads are located throughout the buildings. It is imperative sprinkler heads are not damaged in any way and nothing must be hung on or from a sprinkler.

### 6.3. Electrical items

Only one power board with a surge protector and one double adaptor can be used per bedroom. Residents must not overload power boards (e.g. double/multi adaptors are not to be plugged into power boards).

All electrical items bought on campus by residents must be tested and tagged prior to use. This is the responsibility and at the cost to the resident. A test and tag station will be set up on check-in day and at random intervals throughout the year. Any resident found to have electrical items in their room that have not been tested and tagged will have the item confiscated and may be subject to disciplinary action.

### 6.4. Prohibited Items

Residents are not permitted to have any of the following prohibited items in their rooms or bring them onto the residential precinct:

- naked flames of any kind including candles, incense, oil burners and sparklers are prohibited as they are a fire hazard and are subject to immediate confiscation and disposal
- controlled or harmful chemicals;
- pets or animals (other than assistance animals as defined by the Disability Discrimination Act 1992 (Cth) and which must be approved by the Deputy Director of Accommodation Services in writing prior to your arrival).
- firearms (including replica firearms), prohibited or controlled weapons, ammunition, explosive or combustible materials, spear guns, or other dangerous items (such as knives, cross bows or any articles defined in the [Control of Weapons Act 1990](#) (VIC) and the [Firearms Act 1996](#) (VIC))

Glass or glass bottles are not permitted in external areas of the residential precinct.

### 6.5. Kitchen Safety

Residents must adhere to the specific kitchen requirements of their residential building. For example, where rangehoods are installed, they must be switched on when cooking.

Surfaces such as stoves must not be covered (e.g. with foil, plastic, material or paper).

When cooking food, residents must not leave the stove unattended at any time.

Appliances such as stoves, ovens, etc., must be switched off after use and metal bowls and objects should not be used in the microwaves.

### 6.6. Balconies

Residents are strictly prohibited from sitting on, leaning over, climbing up, hopping from or hanging off the side of balconies.

Washing or laundry is not to be hung over balcony railings and no objects must be thrown from a balcony.

### 6.7. Access and Security

It is important all external access doors remain closed to prevent access by unauthorised persons. Residents must not do anything to prevent the door lock from operating as intended.

Residents and guests are only to access the floor of their allocated room, and they are not permitted to access other floors or other colleges.

Each resident will be assigned an access card for their duration of their stay. Wristbands can be hired from Accommodation Services for a non-refundable fee of \$30.

Residents must not share their room access card, keys or wristband with another resident or any other person. Residents must not leave their key/wristband in common spaces or attached to the exterior of your room/door.

Lost or stolen access cards, wristbands or keys must be reported immediately to Accommodation Services. Residents will be liable for any costs incurred on your lost or stolen room access card until you notify Accommodation Services. Any found access cards, wristbands or keys must be returned to the Accommodation Services office.

For locks outs:

- during business hours, please attend the Accommodation Services office; and
- after hours please contact the Accommodation Officer.

## 7. VISITORS & GUEST

### 7.1. Visitors

A visitor is defined as a person who is meeting with a resident for a short period of time. No visitors are allowed to remain in the residential precinct between 10:00pm and 8am.

If residents wish to have more than two visitors at any one time, they must seek prior approval from Accommodation Services. Approval of more than two visitors is at the sole discretion of Accommodation Services and will be considered on a case by case basis.

Residents are responsible for the conduct and behaviour of their visitors while they are within the residential precinct and must make them aware of these Rules of Residence.

Upon request of Accommodation Services staff or Security, a visitor must state their full name, the resident they are a guest of and produce reasonable identification to the satisfaction of whomever made the request.

Visitors may be asked to leave the residential precinct at any time by University staff or Security and must comply with this request immediately.

Visitors are not permitted during SWOTVAC and examination periods.

### 7.2. Guests

A person who stays with a resident between the hours of **10:00pm – 8:00am** is considered 'a guest.'

All guests must be registered and approved by the Accommodation Services office prior to coming onto campus. Guests will only be permitted in exceptional circumstances.

A resident must request guest approval through their StarRez Portal 48 hours prior to the guest arrival. Any same day requests will need to be called through to the Accommodation Services office (+61 3 9479 1071) and approval sought prior to arrival of guest on campus. The resident will receive notification of approval, which must be available at all times and produced to University Staff or

Security upon request. Guests will not be provided with a key nor given access to any building or room on campus. Guests must be in the company of the Resident responsible for their registration at all times.

A mattress and bedding will only be provided if an application form is submitted over 24 hours prior to the day of the guest's arrival.

Guests are only permitted for 2 consecutive nights. However, if arriving on a Friday, residents are permitted to register their guests up to 3 consecutive nights.

Residents on a full 42-week contract are permitted to have guests for a maximum of 10 nights over the duration of their contract. Residents on a one semester contract are permitted to have a guest for a maximum of 5 nights over the duration of their contract.

Guests are not permitted during SWOTVAC and examination periods.

## 8. NOISE

The most common complaint in a communal residential setting is noise. One of the guiding conditions of residency is that a resident's behaviour should not negatively impact on others, and all residents are expected to ensure that noise is kept to a minimum. Excessive noise (which is noise that can be heard outside a resident's room and/or is disruptive to others having regard to the time and nature of the noise) is prohibited both inside the residential areas, and outside within the residential precinct.

Residents are expected to respond courteously to requests to reduce noise and to act courteously if any approach is made by another resident and/or their visitor/guest with a request for noise reduction.

### 8.1. Quiet hours - Regular Floors, Areas or Buildings

Residents are expected to be particularly quiet during 'quiet hours.' Quiet hours in all areas of the residences apply at the following times:

Bundoora		Bendigo and Albury Wodonga	
<b>Sunday – Wednesday</b>	10:00pm – 9:00am	<b>Sunday – Thursday</b>	10:00pm – 9:00am
<b>Thursday – Saturday</b>	12:00am – 9:00am	<b>Friday – Saturday</b>	12:00am – 9:00am

### 8.2. Quiet Floors, Areas or Buildings

Some residences have permanent quiet floors, areas or buildings, which have additional quiet hours in addition to the hours outlined above.

Bundoora		Bendigo and Albury Wodonga	
<b>Monday – Sunday</b>	10:00pm – 9:00am	<b>Monday – Sunday</b>	10:00pm – 9:00am

Residents have the option of applying to reside on a quiet floor and Accommodation Services will accommodate these requests wherever practicable.

### 8.3. SWOT-VAC and examination period

During the University SWOT-VAC and exam period, a 24-hour noise curfew will be in place across all residences. The dates for these periods are available on the [Academic Calendar](#).

## 9. CLEANLINESS AND HYGIENE

Residents are responsible for maintaining a clean and safe living environment, which does not infringe on the rights and privileges of other residents. This includes ensuring all communal areas (kitchens, lounge areas etc) remain clean and tidy. Unclaimed and dirty dishes in communal kitchens may be confiscated after two days.

Non-compliance may result in cleaning fees (as per the Schedule of Fees) and/or disciplinary action. Similarly, damage to goods or property belonging to Accommodation Services will be charged to the residents responsible for the damage.

Vacuum cleaners / mops can be borrowed through the Accommodation Services reception desk if required at any stage.

### 9.1. Communal Fridges

Residents must label their food items with their name and date before being placed in the fridge. Any food that is not labelled and/or belongs to a person who is no longer a resident may be disposed of within 48 hours of notice being emailed to residents.

### 9.2. Communal Kitchens

Appliances (toaster & kettle) have been provided in all kitchens by Accommodation Services. Residents must not add any other electrical appliances to kitchens without first seeking approval from Accommodation Services.

Residents must not remove appliances from kitchens or swap appliances between kitchens.

Residents who use communal kitchens must not leave their personal items in any location other than their allocated cupboard/shelf. Items stored in allocated places are not the responsibility of Accommodation Services. Any item in the communal kitchen may be disposed of in the event of a scheduled audit of communal spaces.

### 9.3. Individual residences

All individual residences (i.e. bedrooms) are cleaned weekly. Residents will be given prior notice in writing from the Accommodation Service team if there is a change to frequency due to exceptional circumstances.

All bedrooms are cleaned for the purposes of maintaining good health & hygiene practices. Residents are unable to refuse cleaning of bedrooms except during SWOTVAC and examination periods where they can seek a cleaning exemption for one week.

A minimum of one (1) weeks' notice will be given for scheduled inspections to occur in room and residents are not required to be present. If a residence is deemed to fail an inspection, the resident will be notified and given 72 hours to clean the premises. Following this, a follow up inspection will occur within 48 business hours.

### 9.4. Shared Flats and Apartments

Residents are responsible for the cleaning of their flats and apartments (including common areas and bedrooms). Residents are required to provide their own vacuum cleaner (1 per apartment) for cleaning of the flat/apartment. Vacuum cleaners and mops can be borrowed through the Accommodation Services reception desk, however; it is still the resident's responsibility to ensure their apartment is cleaned if the vacuum or mop is not available.

Scheduled inspections of flats/apartments will be conducted (at a minimum) once per semester. A check-out inspection may also be conducted prior to any resident moving out of the premises. This includes inspection of the common areas within the flat / apartment.

A minimum of One (1) weeks' notice will be given for scheduled inspections to occur in room and residents are not required to be present. If a residence is deemed to fail an inspection, the residents will be notified and given 72 hours to clean the premises. Following this, a follow up inspection will occur within 48 business hours.

If additional cleaning is required, charges will be applied (as per the Schedule of Fees) to all residents living at the premises at time of the initial inspection.

## 10. FURNITURE

Accommodation Services provides some furniture and electrical items for student use.

Residents are permitted to bring a small fridge for use in their room. Fridges must be no more than 5 years old and meet the following specifications: no larger than 140L and meet the approximate dimension of 85cm(h) x 48cm (w) x 55cm (d).

Residents must seek written permission from Accommodation Services prior to bringing any other furniture or household electrical appliances onto the premises, for example a personal heater.

Damage to goods or property belonging to Accommodation Services will be charged to the resident(s) responsible for the damage.

### 10.1. Beds and mattresses

Mattresses are fitted with adequate mattress protectors to prevent damage to mattresses and must not be removed. Residents must bring their own linen or purchase linen from Accommodation Services. Residents are not permitted to bring their own bed frame or mattress.

### 10.2. Lost and unclaimed property

Any lost items handed to the Accommodation Services office will be held for a period of 3 months. Unclaimed items will be donated to charity or discarded. Identification documents (e.g. passports, drivers' licences) will be handed over to police.

Any personal belongings left behind by a departed resident will be disposed of and the resident may be charged for the cost of disposal. Items will not be stored by Accommodation Services.

### 10.3. Internet Usage

All residents must abide by the rules governing the appropriate use of all computer facilities and University resources particularly in relation to the [Use of Computer Facilities Statute 2009](#). Excessive downloading and other inappropriate use of computer facilities (i.e. use which does not conform with University Statutes or policies), is prohibited.

## 11. ADVERTISING AND MEDIA

Accommodation Services must approve all advertising and signage (including any promotional material whatsoever) and placement locations within the residential precinct, and it must conform with the standards set out in these Rules of Residence.

Requests must be made to the Accommodation Services Office either directly or by email ([living@latrobe.edu.au](mailto:living@latrobe.edu.au) for Bundoora and Albury-Wodonga or [residences-bendigo@latrobe.edu.au](mailto:residences-bendigo@latrobe.edu.au) for Bendigo). All requests will be considered within 48 hours.

Approved advertising or signage will be signed or stamped indicating that it has been approved for distribution within Accommodation Services.

## 12. EVENTS AND ACTIVITIES

If residents wish to hold an event or similar activity, they must first seek the approval of Accommodation Services. Disciplinary action may apply if residents engage in unapproved events or activities within the residential precinct.

Events and activities approved by Accommodation Services must abide by the Accommodation Services Event Management process. Contact Residential Education staff for further information.

## 13. CONCLUSION OF RESIDENCY

The Residential Agreement will conclude at 10.00am on the end date stipulated in the letter of offer.

Residents must return their key, wristband or temporary card (depending on which were allocated) to the Accommodation Services Office before 10:00am.

Residents must contact the Accommodation Services Office if they wish to stay beyond the end of the agreed term of their Residential Agreement. Accommodation during the summer non-semester periods may be available where vacancies exist. Residential fees and rental charges may differ over the summer period.

If residents stay beyond their original agreement end date and are not offered residency under another fixed contract term, such as Summer Accommodation, they are deemed to be a casual resident and casual rates will apply.

Any equipment or resources borrowed from Accommodation Services must be returned as per the signed loan agreement or at the conclusion of the Residential Agreement, whichever is sooner.

All resident keys, wristbands or cards must be returned upon vacating the premises. Recovery costs will apply for any lost or unreturned items.

### 13.1. Early termination of Residential Agreement

A Web Departure form must be completed on the StarRez portal prior to the date you wish to vacate or prior to the end date of your Residential Agreement.

Where a Residential Agreement is terminated by Accommodation Services (e.g. due to unpaid fees or any other reason outlined in these Rules of Residence), residents will be given formal notice and 48 hours' notice of eviction. Notice will be sent via a resident's student email and a written copy delivered to their room.

If a resident terminates their Residential Agreement early or it is terminated early by Accommodation Services as a result of a resident's conduct (e.g. a failure to pay for a serious breach of the Rules of Residence), residents will be responsible for the rental payment for the whole period of the term or until such time as a suitable replacement is found (whichever comes first).

## 14. DAMAGE AND MAINTENANCE WORK

Any damage to Accommodation Services property, faulty equipment, repair or areas which require extra cleaning should be reported to Accommodation Services immediately via the StarRez portal.

It is the responsibility of every resident to properly care for Accommodation Services property. Damages beyond normal wear and tear and/or acts of vandalism or carelessness may be charged to the resident responsible.

If a residence is totally destroyed, or damaged to render it unfit for occupation, the University is not required to rebuild or repair it. If this occurs, your Residential Agreement will end and if available you will be offered alternative accommodation on campus.

The University reserves the right to carry out construction work or landscaping work at the residence or on the building where the residence is, or in nearby areas. If the University needs access to the residence for tradesmen, residents must allow them access.

The University is not responsible for damages or loss of any resident's personal property. It is recommended residents consider contents insurance for their own personal items.

## 15. NOTICE/ENTRY OF ROOM

Wherever practicable, Accommodation Services will provide prior notice when accessing a private room.

You must allow the University, its agents or employees access to your apartment or room for the purpose of cleaning, the issuance of notices or memos, room inspections, maintenance etc.

The University, its employees, agents, representatives and/or contractors may enter your apartment or room, without notice, for the following purposes:

- a. in emergency or other extraordinary situations to protect the health and welfare of any person
- b. to attend to emergency maintenance needs
- c. to ensure health, hygiene, safety and fire regulations are maintained
- d. if, in the reasonable opinion of the University, residents are believed to have abandoned the apartment or room, you have been reported missing, or if the University suspects another person(s) other than yourself is residing in the apartment or room
- e. if, in the reasonable opinion of the University, a resident is believed to have engaged in any illegal activity, is causing a disturbance, or their behaviour is such that there is a likelihood the safety of any other person is at risk.

Where Accommodation Services has reasonable grounds to suspect illegal activity, Accommodation Services reserves the right to involve La Trobe Security and other designated staff members or Police in conducting a search of a resident's apartment or room. This search may or may not occur with a resident present at the time.

A request for maintenance by a resident provides permission for our staff to enter a resident's apartment or room. Whenever possible, the University will provide verbal or written notice in advance if it needs to enter your apartment or room for non-emergency reasons.



## 16. PRIVACY COLLECTION STATEMENT

Accommodation Services collects residents' personal information for the primary purpose of assessing their application for La Trobe University residential accommodation and if their application is successful, to provide them with the accommodation services. This may include related activities such as:

- Assisting with the management of health and welfare;
- Managing this Residential Agreement, including financial and debt recovery matters; and
- Conducting background checks, relevant to ensure a resident's suitability for a place in residential accommodation.

For privacy reasons, Accommodation Services will not be able to provide information about a resident's account to their parents/guardian or a third party without a resident's consent.

More information about how Accommodation Services (and the University of which it is a part) can be found in the University's Privacy Policy and on the University's [Privacy website](#).

You may have the right to access the personal information that we hold about you subject to any exemptions in relevant laws by contacting Accommodation Services at [living@latrobe.edu.au](mailto:living@latrobe.edu.au).

## 17. DISCIPLINARY PROCESS

Unless otherwise specified, Accommodation Services will manage alleged breaches of the Rules of Residence in accordance with Accommodations Services' disciplinary processes set out at 17.3 – 17.4 below.

Where a resident is not a La Trobe University student, only the Rules of Residence disciplinary process will apply. However, where a resident is a student of La Trobe, any moderate/serious breaches of the Rules of Residence may also be treated as potential misconduct under the University's General Misconduct Statute 2009.

### 17.1. Moderate/Serious breaches by LTU student residents

Where a La Trobe University student resident is alleged to have breached these Rules of Residence and the conduct is considered of moderate or serious concern or disruption by the University (e.g. sexual harassment/assault), the matter will be investigated as student misconduct under the University's [General Misconduct Statute 2009](#), rather than investigated under the Rules of Residence Disciplinary Process.

Accommodation Services will refer such matters to the University's Safer Community Unit (**Safer Community**) (formally known as 'Speak Up'). The Safer Community Unit will assess all moderate or serious alleged breaches of the Rules of Residence and may:

- refer the matter back to Accommodation Services with recommendations for management at the local level;
- manage the matter in accordance with the relevant student conduct policy/procedure (e.g. the Sexual Harm Prevention and Response Policy/Procedure); and/or
- refer the matter to the area responsible for managing misconduct under the University's General Misconduct Statute.

The Associate Director, Accommodation Services may also consult with or refer, at their sole discretion and at any time, other alleged breaches of these Rules of Residence by La Trobe students to Safer Community or the area of the University responsible for managing student misconduct.

If a finding of General Misconduct under the University's General Misconduct Statute is made against a La Trobe University student resident, the Residential Manager may impose a formal penalty and any other sanction detailed in **Error! Reference source not found.** without having to investigate and conduct a disciplinary meeting detailed in **Error! Reference source not found.** (as the student will already have had an opportunity to respond to the allegation/s). However, in these circumstances the resident retains the right to appeal the decision under **Error! Reference source not found.**

If a resident is excluded or suspended from the University under the General Misconduct Statute, their Residential Agreement will be automatically terminated or suspended from the date of the expulsion/suspension from the University.

## 17.2. Interim measures

While any University/Accommodation Service disciplinary process is underway, interim risk mitigation measures may be put in place by the relevant Residential Manager and/or the Safer Community. This could include directing a resident not to go near or contact another resident, relocating a resident and/or temporarily revoking a resident's licence to reside in University accommodation.

## 17.3. Disciplinary meeting

The following principles will apply to Accommodation Services' disciplinary process. Residents will:

- Be advised of the allegation(s) in a timely manner;
- Be provided with all relevant information (e.g. all adverse information) regarding the allegation(s);
- Have an opportunity to provide their account of events and respond to the allegation(s); and
- Have their explanation fairly considered by an impartial decision maker.

Where it is alleged that a resident has breached these Rules of Residence, they will be invited (in writing or verbally) to attend a meeting with the Residential Manager

During the meeting, residents will be given the details of the alleged incident and evidence in support of their involvement. Residents will also be told how the alleged incident, if proven, would breach these Rules of Residence.

Residents may bring a support person to any disciplinary or outcome meeting. A support person can be a friend, another resident or a student leader. The support person's role is to observe the meeting and provide support and guidance, as requested. The support person may not represent the resident or speak on the resident's behalf.

The resident alleged to have breached the Rules of Residence may respond to the allegations and present additional information and/or evidence relevant to the incident either during or after the meeting.

If a resident does not attend a disciplinary meeting, or request an alternative meeting time, a determination may be made without their input. Any meetings rescheduled at a resident's request must take place within 2 working days from the original date/time.

Following a disciplinary meeting and any subsequent meetings, the resident will be notified of the outcome made by the relevant Residential Manager. Usually the resident will be invited to attend a follow up meeting where they will be advised of the outcome in person.

Notification of the outcome will also be sent to the resident's student email account. It is a resident's responsibility to regularly monitor your student email for such correspondence, and to complete all assigned sanctions by stated deadlines.

## 17.4. Formal outcome

The investigation of each alleged incident may result in one or more of the following outcomes, which will be recorded on the resident's file.

- No formal action: Where a determination is made that the alleged breach(es) were not, or were unable to be, substantiated, no formal action will be taken.
- Formal warning/sanction: Where a determination that a minor – moderate breach has occurred, a formal warning may be issued. Other possible sanctions (detailed below) may also be applied. Your residential status will be recorded as 'warning' and any further breaches could result in probation and/or eviction (depending on the seriousness of the incident).
- Probation/sanction: Where a determination that a moderate - serious or a repeated breach of these Rules of Residence has occurred, a resident may be placed 'on probation'. Other sanctions (detailed below) may also be applied. Where a resident is on 'probation,' it means that if there is any further breach of these Rules of Residence, it will result in eviction.
- Eviction: Where a determination that a serious or repeated breach of these Rules of Residence has occurred, a resident may be evicted. Grounds for eviction include, but are not limited to:
  - tampering with safety/security equipment;
  - physical assault and/or harassment (including threats of such conduct), stalking and other psychological aggression;
  - sexual assault and/or sexual harassment;
  - the possession, use, sale or distribution of illegal or non-prescribed drugs or other illegal substances.

### Other sanctions

When a resident is found to have breached a Rule of Residence one or more of the sanctions outlined below may also be applied. The aim of a sanction is to restore damage caused to the community or individual relationships, provide education as to the impact your behaviour has had on the community, and/or address addictions or other behavioural needs.

Failure to comply with any sanction applied under these Rules of Residence will be treated as a separate breach of these Rules, with the likelihood of further disciplinary consequences.

Possible sanctions include, but are not limited to:

- i. Educational assignment: residents may be assigned a project or program to be completed by a set deadline. For example, completion of an alcohol education/awareness program, a reflection paper, creation of an education/rule-based poster or presentation, a letter of apology etc.
- ii. Review meetings: residents may be required to attend scheduled review meetings with a designated Accommodation Services or other University staff member.
- iii. Financial restitution: residents may be required to cover the costs associated with the breach (e.g. damage caused to University or personal property).
- iv. Loss of privileges: residents may lose certain privileges, for instance the ability to borrow resources, an on-site alcohol ban for a specified duration, and/or attending residential events and activities.
- v. Transfer: residents may be permanently relocated from one residence to another (depending on the availability of a suitable space).

- vi. Barring Notice and/or Warning Off: residents may be prohibited from entering licensed premises on site and/or the residential precinct.
- vii. Student leadership sanctions: Student Leadership positions may be terminated (together with any rental rebate for such positions) or you may be placed on probation with further involvement in disciplinary incidents resulting in the termination of the role.

## 17.5. Appeal of a Disciplinary Decision

Residents have 3 working days after receipt of the written decision to submit a formal written appeal against a decision. You may not appeal simply because you do not like the sanction(s) imposed. Your right to appeal must meet one of the following grounds:

- a. the penalty imposed is too severe; or
- b. there is new significant information/evidence that may have a material effect on the decision reached.

Your formal written appeal must:

- a. clearly state the grounds on which the appeal is sought and provide particulars in support of those grounds; and
- b. be submitted to the Deputy Director, Accommodation Services. The Deputy Director may consult with relevant internal University staff and external parties where appropriate, from which the disciplinary outcome may be upheld, varied or overturned.

Any sanctions which have been applied will remain in place during the appeal process until the matter has been considered and determined.

### Appeal Outcome

The Deputy Director, Accommodation Services will notify the resident of the outcome of their appeal, including the reasons for the decision.

Residents are entitled to apply for a review of the decision within 20 days of the date of this notification by contacting the University Ombudsman by email at [ombudsman@latrobe.edu.au](mailto:ombudsman@latrobe.edu.au).

## 18. COMPLAINTS

If a resident has a concern about any aspect of their residency, they are encouraged to raise this at the earliest opportunity with the relevant Residential Manager. Accommodation Services staff will listen to the concern raised and seek to resolve it.

If the matter is unable to be resolved at the local level a complaint can be lodged with the La Trobe University Complaints Office.

## Appendix 1 – Accommodation Services Schedule of Fees

Item or Charge	Charge (AUD)
Late fee (rent)	\$50.00
Wristband hire charge (non-refundable)	\$30.00
Replace access card or wristband	\$45.00
Noise fine	\$30.00
Residence transfer fee	\$85.00
Room swap fee	\$85.00
Porter rate - 1 Porter (per 30 min) (Bundoora campus only)	\$40.00
Lock-out Fees (per Academic year) 1 <sup>st</sup> time	Free
2 <sup>nd</sup> Time and onwards	\$45.00
Tampering with Emergency, Network or other equipment	\$200.00
<b>Unregistered Guest</b> (Fee charged per day that Guest is found to be staying)	\$60.00
Unauthorised removal or relocation of furniture or items / inventory from rooms or apartment	\$80.00
<b>Unauthorised electrical equipment in room</b>	\$40.00
Replacement Costs	Charge (AUD)
Bed s/b frame	\$ \$235.00
Bed d/b frame	\$400.00
Mattress s/b	\$205.00
Mattress d/b	\$275.00
Doona s/b	\$40.00
Doona s/b cover	\$35.00
Linen (sheets only)	\$20.00
Full bedding (sheets, doona & cover, blanket)	\$120.00
Blanket	\$ \$30.00
Mirror	\$120.00
Curtains (per room)	\$200.00
Curtains (common room)	\$600.00

Coffee table	\$250.00
Couch	\$800.00
Lounge chair/tub	\$400.00
Study/visitor chair	\$195.00
Desk	\$350.00
Flyscreen removed from window	\$60.00
Fluorescent light (including globe/s)	\$170.00
Television (subject to size)	Market Purchase Price
<b>Other Charges</b>	<b>Charge (AUD)</b>
Cleaning (General)	
<b>1 cleaner - per hour (min charge 30 min)</b>	\$45.00
<b>2 cleaners - per hour (min charge 30 min)</b>	\$90.00
Carpenters rate (hourly)	\$80.00
Carpet replacement (per room)	\$600.00
Carpet steam clean (per room)	\$100.00
Fire blanket	\$80.00
Fire extinguisher 2.5kg dry chemical (refill or new)	Subject to quote – will not exceed \$200
Fire extinguisher 4.5kg dry chemical (refill or new)	Subject to quote – will not exceed \$200
Fire extinguisher 9L water (new)	Subject to quote – will not exceed \$200
Tampering with fire equipment (no alarm/alarm activates)	Subject to MFB Charge
Fire alarm (accidental/negligent behaviour/malicious)	Subject to MFB Charge