

RESIDENTIAL TENANCY AGREEMENT FOR A FIXED TERM

LANDLORD:

AUSTRALIAN EDUCATION HOLDINGS 3 PTY LTD as trustee for CEDAR PACIFIC METRO TRUST
C/O - 30 Victoria Street Adelaide 5000

AGENT:

UniLodge South Australia Pty Limited A.C.N. 111 718 140/ A.B.N. 90 111 718 140 30 Victoria Street,
Adelaide SA 5000
Phone: 08 8385 9000 Email: metroadelaide@unilodge.com.au

TENANT(S):**THE PREMISES:**

The Landlord agrees to let to the Tenant who agrees to rent the premises situated at
/30 Victoria Street, Adelaide South Australia 5000

FIXED TERM TENANCY:

From: **1/01/2000** To: **1/07/2000**

APPLICATION OF THE ACT AND REGULATIONS

The Landlord and the Tenant are legally bound to comply with the provisions of the Residential Tenancies Act, 1995 and the associated regulations. An agreement or arrangement that is inconsistent with this Act or purports to exclude, modify or restrict the (unless Act) to the extent void. The inconsistency, exclusion, modification or restriction is expressly permitted under this operation of this Act is (unless the inconsistency, exclusion, modification or restriction is expressly permitted under this Act) to the extent void.

RENT

Amount: \$ - per week
Frequency: Payable in advance minimum every 2 weeks.
2nd Instalment: \$ - due on 15/01/2000
3rd Instalment: \$ - due on 29/01/2000
Payment method: Bank Deposit Internet Transfer
Bank details: Metro Adelaide Rental Trust Account
St George Bank/ Bank SA
BSB: 105 900
Account Number: 168 401 940

Reference Number:

The Reference Number is to be used at all times when depositing rents, fees or any other charges in the Metro Adelaide Rental Trust Account, to enable all payments to be identified. If you do not use this reference, we may not be able to allocate your rent, and you could fall behind in your rent resulting in possible eviction proceedings.

SECURITY BOND

Amount: \$ -
The Landlord/Agent will lodge this bond with the Commissioner for Consumer and Business Affairs as per the Residential Tenancies Act.

CONDITIONS

1. Application of the Act and Regulations

The Landlord and the Tenant are legally bound to comply with the provisions of the Residential Tenancies Act 1995 and the associated Regulations. An agreement or arrangement that is inconsistent with this Act or purports to exclude, modify or restrict the operation of this Act is (unless the inconsistency, exclusion, modification or restriction is expressly permitted under this Act) to that extent void.

2. Reservation of Part of

Those parts of the premises excluded by this agreement and reserved for the Landlord's own use are: N/A

3. Rent Review

The rent will be reviewed from time to time in accordance with the Act and the Landlord also reserves the right to increase the rent during this Agreement and in the event the Landlord wishes to vary the rental payable then the Landlord must give notice pursuant to Section 55 of the Act or as prescribed from time to time. The rent will be calculated in accordance with CPI of up to 10%.

4. Content Insurance

Content insurance up to value of AUD\$5000.00 is included in the rent.

5. Residential Life Membership

All Tenants are a Residential Life Member. The membership fee is included in the rent.

6. Internet

Unlimited internet allowance per month is included in the rent.

7. Water & Gas Supply.

Gas & Water Supply is included in the rent.

8. Telephone Line

- a. Telephone Line Rental & Connection - The connection fee of your telephone is included in the rent.
- b. Telephone Phone Calls - The Tenants agree to pay for all telephone calls made from the fixed land line during the term of the agreement. Tenants will receive monthly invoices, payable within 14 days.

9. Electricity

- a. Electricity Connection - The connection fee of your electricity is included in the rent.
- b. Electricity Usage - The Tenants agree to pay for all electricity usage during the term of the agreement as calculated according to the metered amount of electricity consumed. Meters are read monthly and tenants will receive monthly invoices, payable within 14 days. If the charges is not paid in full within 14 days, we may deduct the outstanding amount from the next payment received from tenant without advance notice.

10. Inspection Sheet

The tenant acknowledges and agrees that they have received two (2) signed copies of the inspection sheet upon entering into this agreement. The tenant must mark-up the inspection sheet to show any parts the tenant disagrees with, and sign and return to the office within 14 days after commencing the lease.

11. Keys and Swipe Cards – The Tenant acknowledges and agrees that the following fees apply if the Tenants lock themselves out or if keys and/or swipe card are lost/stolen.

- After hours lock out fee - \$60.00 (Monday to Saturday)/ \$100 (Sunday & Public Holiday)
- Swipe card replacement - \$70.00 per card
- Replacement of locks and keys: One bedroom apartment \$200.00
Two bedroom apartment \$350.00*
(*Both occupants will need new keys even if one key lost)

These invoices are payable within 14 days of invoicing. **No locks are to be changed without prior consent of the Landlord.**

12. Mattress Protectors and Shower Curtains - The Tenant agrees that at the start of the tenancy a new Mattress Protector and Shower Curtain have been issued. At the start of the tenancy the Tenant agrees to pay for costs, \$20.00 per mattress protector and \$35.00 per shower curtain.

13. Smoke Alarms and Metropolitan Fire Services Alarm Call outs

The Tenant acknowledges that it is an offence to tamper with, cover or remove any fire detector, smoke alarm or sprinkler. Fines will apply. Furthermore the Tenant agrees that the tenant is entirely responsible for any charges for callouts by the Metropolitan Fire Services.

Metropolitan Fire Service callout fees are in the vicinity of \$900. The Tenant agrees to advise UniLodge of any fault with any detector or sprinkler. Invoices are payable within 14 days.

CONDITIONS

14. Handing over Vacant Possession without Legal Impediment

At the commencement of the Agreement the Landlord will hand over vacant possession of the premises to the Tenant (except for any part reserved for the Landlord's own use set out on the front page of this document). When handing over vacant possession the Landlord agrees that there is no legal impediment (either known or that should reasonably be known) that would prevent the Tenant from using the premises as a residence for the term of the tenancy.

15. Tenant's Right to Peace, Comfort and Privacy

The Landlord will not cause or allow any interference with the peace, comfort or privacy of the Tenant and will take all reasonable steps to enforce this obligation upon any other Tenant of the Landlord in occupation of other premises.

16. Landlord's Right of Entry

The Landlord may, subject to the conditions in Paragraph 13 above, enter the premises in the following circumstances:

- (a) In the case of an emergency; (no notice is required)
- (b) By giving written notice, with a date and time specified, to the Tenant for a specific purpose (including routine inspections of the premises) seven to fourteen days before entering the premises; (not more frequently than once every four weeks for routine inspections)
- (c) at a previously arranged time with the Tenant, but not more than once every week for the purpose of collecting rent;
- (d) To carry out necessary repairs or maintenance at a reasonable time, giving at least 48 hours' written notice;
- (e) After giving reasonable notice to the Tenant to show the premises to prospective tenants during the last 28 days of a tenancy;
- (f) After giving reasonable notice to the Tenant to show the premises to prospective purchasers; (it is generally accepted that inspections by appointment for the purpose of showing the premises to prospective purchasers should be no more than twice weekly, with at least 24 hours' notice being given and that open inspections should be no more than once per fortnight with reasonable notice being given);
- (g) At any time with the consent of the Tenant given immediately before the time of entry.

17. Use of Premises

The Tenant will not use, allow or cause the premises to be used for any illegal purpose or cause, or allow a nuisance. The Tenant must not cause or permit an interference with the reasonable peace, comfort or privacy of another person who resides in the immediate vicinity of the premises.

18. Number of people

(a) Shared Accommodation

Only one (1) person is allowed to occupy per bedroom. The number of persons occupying rooms in the apartment must not exceed the number of agreements in place for the same apartment

(b) One Bedroom Apartment

Only one (1) person is allowed to occupy the apartment except in the case of a One Bedroom Queen Bed Apartment. The number of persons occupying the apartment must not exceed the number of agreements in place for the same apartment.

19. Maintenance of Premises – Landlord - The Landlord will hand over the premises and ancillary property in a reasonable state of cleanliness, maintain the premises in a reasonable state of repair and abide by all legal requirements regarding the buildings and health and safety in respect of the premises.

20. Maintenance of Premises - Tenant

The Tenant will keep the premises and ancillary property in a reasonable state of cleanliness and will notify the Landlord of any damage to the premises or any state of disrepair that arises during the tenancy. The Tenant must not intentionally or negligently cause or permit damage to the premises or ancillary property.

21. Tradesman Access – The Tenant agrees to permit access to all tradesmen when required. Should the Tenant not be home when the tradesmen have arranged to be at the property, the Tenant agrees to allow access to the tradespeople with UniLodge's key.

22. Locks and Security Devices

The Landlord will provide and maintain locks and other devices that are necessary to ensure the premises are reasonably secure. Neither the Landlord nor the Tenant will alter or remove a lock or security device or add a lock or security device without the consent of the other.

23. Alterations and additions

The Tenant must not, without the Landlord's written consent, make an alteration or addition to the premises.

CONDITIONS

24. Removal of Fixtures

Where the Landlord has given consent as in Paragraph 23 above, the Tenant may remove a fixture affixed to the premises unless its removal would cause damage to the premises.

25. Compensation for Damages when Removing a Fixture

If a Tenant causes damage to the premises by removing a fixture, the Tenant must notify the Landlord and, at the option of the Landlord, repair the damage or compensate the Landlord for the reasonable cost of repairing the damage.

26. Subletting or Assignment

The Tenant may not sublet the Premises or assign his/her interest under this Agreement without the prior written consent of the Landlord which consent will not be unreasonably withheld

27. Termination by Landlord or Tenant for Breach of Agreement

Either the Landlord or the Tenant may terminate the tenancy by notice of termination given to the other for breach of any term of the Agreement. Such notice is to be in the written form required by regulation, specifying the breach and informing the Tenant or Landlord that if the breach is not remedied within a specified period (which must be a period of at least 7 clear days) from the date the notice is given, then the tenancy is terminated by force of the notice.

28. Termination for Rent Arrears

Where termination is sought by the Landlord on the grounds of non-payment of rent, fourteen days of unpaid or part-paid rent must elapse before a termination notice can be issued.

29. Termination on Hardship Grounds

If the continuation of a residential tenancy agreement would result in undue hardship to the Landlord or the Tenant, the Residential

Tenancies Tribunal may on application by the Landlord or Tenant terminate the agreement from a date specified by Tribunal order.

30. Termination not otherwise given

Except as stated in Paragraphs 27 and 28 of this document, neither the Landlord nor the Tenant may give notice of termination before the end of the term of this Agreement. If the Tenant vacates the premises before the end of the term of this Agreement without the approval (preferably in writing) of the Landlord, they may be liable to the Landlord for the costs associated with finding a new Tenant, reletting the premises and for any loss of rent.

31. Terminating a Tenancy or breaking a fixed term lease

Your Residential Tenancy Agreement is a legally binding contract and cannot be easily broken.

If a Resident wishes to end the Agreement early they must sign and return a Tenancy Agreement Break Lease Notice Form, which can be obtained from the Reception. As per the procedure outlined in the form UniLodge Metro Adelaide can assist the resident with Tenancy take overs, however UniLodge Metro makes no guarantees about finding a replacement tenant and encourages the Resident to conduct their own search for a replacement tenant e.g.: advertising on social media.

All replacement tenants must be:

- Full-time student (who are able to prove their student status)
- Over 18 years of age
- In the case of a Two Bedroom Shared Apartment the same gender student must apply e.g. Male with Male
- A new UniLodge customer (e.g.: the replacement tenant cannot be a person who already resides at UniLodge or who has a

The Resident is bound by the Agreement terms until the early termination has been approved by UniLodge in writing.

Payment for Breaking a lease

If the TENANT terminates this Agreement before the end of the Term the Landlord will attempt to find a replacement tenant and the TENANT must pay:

- Any Rent which falls due until the new tenant is found.
- A pro rata letting fee up to the equivalent of two (2) weeks rent (as calculated by the Residential Tenancies Tribunal Formula)
- Any advertising costs associated with the re-letting of the premises. (As per the Residential Tenancies Tribunal Formula).
- Any other costs reasonably incurred by the Landlord as a result of the breach by the TENANT.

32. Obligations at the End of Tenancy

At the end of this Tenancy, the TENANT must:

- Pay to the LANDLORD any monies due under this AGREEMENT
- Return all keys & swipe access cards
- Leave the apartment and inclusions in the same condition they were in at the start of this agreement.
- Take all of the Tenant's belongings from the apartment. If the Tenant leaves behind belongings, the Landlord may immediately dispose of such belongings if they are of no monetary value, or are perishable foodstuffs or dangerous, or if estimated cost of the removal, storage and sale of all those goods combined is greater than the total value of the goods combined.

33. Joint and Several Liability

If two (2) or more persons are named as the TENANT, each person is liable for all of the TENANT's obligations under this AGREEMENT.

ADDITIONAL CONDITIONS

1. Residential Handbook

a. Upon signing this agreement the TENANT will be issued with a hand book of additional terms and conditions of the Residential Tenancy Agreement. The TENANT must comply with all the conditions contained in the handbook. All conditions are enforceable as if they are part of this AGREEMENT. The TENANT must not permit any visitor to breach any of the terms and conditions.

b. The LANDLORD may create or vary terms and conditions from time to time in accordance with the ACT. The TENANT will be notified in writing of any changes to the terms and conditions.

2. Schedule of Contents – The attached schedule of Contents from part of this agreement

3. Unless otherwise pre-arranged with the Landlord – All tenants are to vacate the apartment by 11AM on the day the Tenancy Agreement expires.

4. Special Conditions

5. Summary of Community Corporation 25494 Inc. By Laws

Special Conditions

1. **Rent** - The Tenants agree and acknowledge that the payment of rent is a fundamental and essential term of this agreement and that rent must be in advance at all times. Non-payment of rent may lead to eviction.
2. **Induction** - Residents are required to attend compulsory inductions within the first 72 hours of moving in. Inductions cover fire safety, maintenance, the Residential Life Program, onsite support etc. to ensure Resident safety, security and wellbeing.
3. **Cleaning** – Upon acceptance of your lease you are bound to take the premises in the condition as seen at the time of your inspection. It is a term of the Residential Tenancy Agreement that at the end of the tenancy the tenant(s) must give back the premises to the landlord in a reasonable condition and in a reasonable state of cleanliness. If the carpets in our opinion are not in a reasonable state of cleanliness at the end of your tenancy, you may be required to steam clean them or CChem-Dry them as they were done at the commencement of your tenancy. At the end of your tenancy, we may charge you with minimum 4 hours cleaning fee of \$155.04 (Incl. GST) for cleaning your apartment. If your apartment requires more than 4 hours of cleaning, you may be charged for the additional hours required. This charge does not include carpet cleaning and removal of your personal belongings from the apartment.
4. **Electricity Usage**- The Tenants agree to pay for all electricity usage during the term of the agreement as calculated according to the metered amount of electricity consumed. Meters are read monthly and tenants will receive monthly invoices, payable within 14 days.
5. **Alcohol** - The Tenant agrees that the consumption of alcohol is strictly prohibited in any common areas of the building. Alcohol must not be consumed immediately outside the property or any of its entrances, exits including fire doors at anytime.
6. **Damages** - The Landlord is entitled to reimbursement where damage has occurred other than fair wear and tear.
7. **Hooks and Nails** – The Tenant agree not to insert any hooks or nails into the walls without written permission from the Landlord. Blu-tack should not be used as removal may damage the walls.
8. **Maintenance** – The Tenant agrees to report all maintenance and damage in writing as soon as possible. We cannot act on any repairs until we have your written instructions and authorization. You can report it at the reception during the business hours or emailed to metroadelaide@unilodge.com.au.
9. **Noise** - All Tenants must observe consideration for their neighbours. NO excessive noise is permitted after 10pm to 7am on a weekday and 11pm to 8am on the weekend nights. Noise disturbances can potentially lead to eviction and / or legal prosecution.
10. **Pets** – Under no circumstances are any Pets allowed in the building. Eviction may apply.
11. **Room Move** - If Tenant would like to move to another room during the tenancy, the Tenant will need to inform the agent and acknowledge the additional condition for the room moving during the tenancy. There is an administration cost of \$160.00.
12. **Smoking** - Smoking is prohibited inside the premises at all times.
13. **Community Corporation By-Laws** - The Tenant agrees to abide by all Community Corporation By-Laws. A summary of the bylaws is attached and a full copy is available to view at any time from our office.
14. **Common Areas** - The Tenant agrees that the common areas are intended for use by all residents.
15. **Inventory – The Inventory forms part of the lease.**
16. **Student Hand Book** – The terms and conditions contained in the student hand book which was issued with the letter of offer form part of the lease. The TENANT must comply with all the conditions contained in the handbook. All conditions are enforceable as if they are part of this AGREEMENT.

By-Laws Community Corporation 25494 Inc. (Summary)

30 Victoria Street, Adelaide

Common Property is the term used to describe areas that are shared by everyone here and includes the foyer, all hallways, lifts and indoor and outdoor common areas. These areas are meant to be shared and enjoyed by everybody. Please make sure that you and any guests look after these areas and let everyone else enjoy these areas also. If you find that something is broken or not working please let us know. If somebody is breaking any rules in the area again please let us know. A full copy of the By Laws is available from Reception.

Some important By-laws that you need to understand are:

You must not

- 5.3 – play cricket or golf or any other game in such a manner as to interfere with the safety or comfort of any other person
- 5.7 - use any language or behave in a manner likely to cause offence or a nuisance or embarrassment to others
- 5.8 – cause or allow loud noise or any other nuisance or disturbance to be made
- 5.10 – interfere with others’ use or enjoyment
- 8.5 - interfere with any fire alarms, sprinkler system, air conditioning or other machinery installed in the lot or in the building
- 11 - keep any animal
- 16.3 - interfere, or allow visitors to interfere, with others in the enjoyment of their rights in relation to lots or Common Property
- 16.5 – throw, roll or discharge any stone substance or missile to the danger of any person on the common Property
- 16.6 – deface, paint, write, cut names or letters or make marks on or fix bills or advertisement to any part of the Common Property
- 16.7 – consume alcohol in ANY shared or designated area
- 20. The Corporation may remove any person from a part of the Community Parcel who is found committing a breach of a by-law. If you are breaking any of these rules you may be fined up to \$1000. More serious breaches can be as high as \$15,000.-.

Number of keys provided	1
Number of Swipe Cards provided	1
Consumer & Business Services Brochure provided	<input checked="" type="checkbox"/> Emailed in Letter of offer
Ingoing Inspection Report & Inventory provided (To be returned to Reception within 14 days)	<input checked="" type="checkbox"/> Yes
Copy of the lease provided	<input checked="" type="checkbox"/> Yes
Student Handbook provided	<input checked="" type="checkbox"/> Emailed in Letter of offer

Date

Signed by the Tenant/s

.....

Signed for and on behalf of the Landlord by the Agent

Date

.....