

# House Rules & Tenant Information

In order to live harmoniously within a community such as the Student Village, certain rules and guidelines are necessary for the quiet enjoyment of all Tenants. Please ensure you are familiar with the following House Rules. It is your responsibility to ensure your behaviour has a positive impact on your fellow housemates, neighbouring units, the entire Student Village and the community at large. Where the house rules directly relate to the Residential Tenancies Accommodation Act 2008, the Section number is referenced beside in brackets. Where the house rules directly relate to the Residential Tenancies and Rooming Regulations 2009, the Schedule number is referenced in brackets.

Please be advised that this document was current at the time of printing. Management has the right to make fair and reasonable changes to the current document within the legislative guidelines.

## **Abandoned/Discarded belongings (RTA S363)**

Please remove all your belongings at the end of your tenancy (including garage and common areas). No responsibility will be taken for any goods remaining once you have departed. Tenants are advised that they may be charged for storage and/or disposal of discarded, abandoned or unauthorised items. Refer to Fees & Charges.

## **Abusive and/or aggressive behaviour (RTA S253)**

Abusive and/or aggressive behaviour by tenants or their guests, whether it be verbal, cyber, emotional and/or physical in nature, toward fellow housemates, tenants, staff, guests and/or contractors will not be tolerated. After hours, our security contractor may enter your unit if abusive/aggressive behaviour or risk to safety is suspected. Tenants are advised that their rooming accommodation agreement may be immediately terminated and possible prosecution by the law may result if such behaviour occurs.

The Residential Tenancies and Rooming Accommodation Act 2008 S253 (c) states:

A resident in rental premises has the following obligations:

- (c) Not to interfere with, and to ensure the resident's guests do not interfere with, the reasonable peace, comfort or privacy of another resident or another resident's appropriate use of the other resident's room or common areas.

## **Alcohol & Drugs**

The excessive consumption of alcohol is not permitted. Distilling of beer and/or alcoholic beverages is strictly forbidden. Possession and/or use of illegal drugs may result in the tenant and/or visitors or guests of the tenant being reported immediately to the police and possible eviction.

## **Care of property - damage**

Any expenses arising out of wilful or malicious damage of Student Village property will be charged to the tenant and/or prosecution by the law. Tenants will be held responsible for damage by guests.

Malicious damage includes, but is not limited to, putting foreign objects such as foods, oils etc. down sinks/toilets, over filling baths causing flooding, sleeping directly on mattresses without a protector or sheets, not opening/closing blinds correctly causing damage etc.

## **Carpet cleaning (RTA 253)**

At the end of your tenancy, you must leave the unit and inclusions, as far as possible, in the same condition they were in at the start of the rooming accommodation agreement, fair wear and tear excepted. This includes cleaning of the carpet to a professional standard. Please see office staff if you need a recommendation for a professional cleaner or to have them organise your carpet clean on departure.

## **Cleaning**

Where clear access is provided, a complimentary basic clean of the units (not bedrooms) is provided (generally fortnightly with the exception of Public Holidays and over the Christmas/New Year break).

We strongly encourage you to set up a cleaning roster with fellow tenants of your unit for cleaning of the bathroom, kitchen (including cleaning spills and wiping out the fridge/freezer/microwave), cleaning the floors and removing rubbish.

Excessively untidy and/or dirty units will not be given their complimentary basic clean and may be brought back to a reasonable standard immediately by our cleaning department at the expense of the tenants. Charges also apply for misuse of items such as stovetops, benchtops, microwaves etc

Cleaning of your bedroom is your personal responsibility. Vacuum cleaners are provided in each unit. At the end of your rooming accommodation agreement, any bedrooms that are excessively dirty will incur an excess cleaning fee. Refer to Fees & Charges.

All tenants of the unit will be held responsible for excessive loss and/or breakages/misuse of crockery and cutlery outside normal fair wear and tear. Each 3 bedroom villa has a 4 place setting and each 4 and 5 bedroom townhouse has a 6 place setting. Please bring damaged/broken items to the office for replacement.

## Common Areas

Common (shared) areas in these premises include the kitchen (including fridge, freezer, microwave, oven and stovetop), lounge, dining area, bathrooms, toilet/s, laundry, garage, hallways, balconies, patio and entry/exit areas of the unit (including the immediate area outside the unit). These areas must be kept clean. Failure to do so may result in a cleaning charge. Please refer to Fees & Charges.

## Cultural diversity, sensitivity and tolerance

Australia is a multicultural country. It prides itself on its record of achievement in integrating people from all parts of the world. Australia commits to the rights of all people to enjoy equal rights and be treated with equal respect regardless of race, colour, creed or origin. To ensure this commitment is maintained, racial intolerance will not be accepted. Complaints must be made in writing (email [office@studentvillage.com.au](mailto:office@studentvillage.com.au)) or handed in to the office. All complaints will be reviewed and assessed confidentially with a priority shown to the complainants' welfare.

## Departures

On departure, your room/unit will be inspected. Please contact the office for a Departure Inspection Checklist and refer to the Arrivals & Departures page on our website.

## Dispute Resolution

We are all individuals with different likes, dislikes and opinions and at times problems may arise. Please discuss any issues with your fellow tenants in the first instance. Management will only step in if specifically requested and/or if the comfort and/or safety of others are being significantly compromised. Complaints to Management must be in writing (email [office@studentvillage.com.au](mailto:office@studentvillage.com.au)). If issues are life threatening, please call the Police on 000 (triple zero).

## Emergency (ambulance, police, fire)

000 (triple zero) or 112 (from a mobile device) is the number to call for Ambulance, Police, Fire.

## Emergency evacuation

Please be familiar with evacuation procedures as posted on the back of each bedroom door as well as in the common area of each unit.

In the event of a fire or emergency, Emergency Services should be contacted by dialling 000 (triple zero). Management should be

then immediately notified when it is safe to do so. All tenants should assemble on the vacant land on the West Street side of the Community Hall to the south of the visitor's car park. Fire extinguishers & fire blankets are only to be used in case of an emergency, when it is deemed safe to do so. Assembly area signage is located on the fence on West Street.

## Emergency - Fire blankets & Smoke detectors

In case of a fire, fire blankets are fitted in all units (in the kitchen area). Fire blankets should be used in accordance with the instructions on the front of the pack. Do not remove or tamper with the fire blanket. Deliberate tampering/removal will result in a charge of \$100.

Smoke detectors are fitted in all units and are hard wired. If the smoke detector beeps, please report to the office immediately. Deliberate removal of batteries or damage will incur a minimum \$50 charge.

## Existing medical and/or physical conditions in the case of an emergency

In case of emergency, please advise us of any existing medical and/or physical conditions, along with an action plan and a list of medications you are required to take. Under the Privacy Act, all information is held in the strictest of confidence and only divulged to medical personnel in the case of an emergency. Please also ensure your emergency contact details are up to date.

## Extra Personal Belongings

Without the prior written consent of Management, no large items of furniture such as (but not limited to) beds, mattresses, fridges, fans, heaters, air conditioning units, washing machines, dryers, lounges, armchairs, TVs etc. are allowed. All other personal belongings such as (but not limited to) car parts, sporting equipment, luggage etc) located in common areas (including garage) MUST be labelled with your name and unit number. Charges may be incurred for removal of Student Village furnishings where consent has not been given.

## Fees & Charges

The following charges will only be invoiced when an item has been damaged or a chargeable service has been provided.

Item	Price
After hours arrival (not pre-arranged)	\$50.00
Afterhours departure (not pre-arranged)	\$50.00
Blind repair & replacement	Repair from \$40. Replacement from \$280
Cancellation of reservation	\$100 more than 2 weeks notice \$200 less than 2 weeks notice
Carpet cleaning	From \$40 per room
Cleaning (Excess)	From \$60 per hour per cleaner
Cookware replacement	From \$30
Crockery & Cutlery replacement	From \$3
Desk chairs replacement	From \$85
Dining chair replacement	From \$85
Dining Table replacement	From \$200
Electrical Item replacement – large	From \$500
Electrical item replacement – small	From \$20
Fire blanket replacement	From \$100
Fly screen replacement	From \$60 per screen
General Repairs	From \$60 per hour + materials
Keys – rekey unit	From \$100 per room From \$295 per unit
Keys – replacement (single)	From \$25 per key
Lockouts	From \$55 (higher on public holidays/Sundays)
Lounge cleaning	From \$80 per seat
Lounge reupholstery	From \$450 (2 seater) & \$550 (3 seater)
Mattress cover replacement	From \$30
Mattress replacement	From \$100

Microwave plate replacement	From \$80
Painting	From \$80 per hour
Range hood replacement	From \$150
Room Transfer (without valid reason)	\$50
Rubbish Removal	From \$60 per hour
Smoke detector battery replacement	From \$50
Smoke detector replacement	From \$150
Storage fees for abandoned or goods left behind	\$10 per week
Structural Repairs (e.g. walls, tiles, frame)	From \$80 per hour + materials
SV signage replacement	From \$5
Trade repairs e.g. Electrician, Plumber	Callouts from \$100 + repair costs
TV remote replacement	From \$45
TV replacement	From \$250

Where it cannot be determined who is responsible for damage, missing items or uncleanliness, Student Village office staff will usually divide all applicable charges between all residents of the unit.

Invoices for fees and charges are to be paid within 7 days.

If you have an issue with any charges (e.g. for replacements, malicious damage etc.) you have received, we request that you put your queries in writing to the Student Village office or via email [office@studentvillage.com.au](mailto:office@studentvillage.com.au) within 14 days from the charge date.

## Financial hardship

If you are having financial difficulties, please see the office before matters get out of hand. In many instances, options may be available (e.g. transfer to a cheaper room, payment plan).

## Harassment

Laws within Australia clearly outline that harassment is an unwelcome behaviour and may result in prosecution for more serious offences. Harassment may be verbal, written, physical, sexual and/or racist in nature. Any form of harassment is strictly prohibited.

## Heaters & Air Conditioners

Personal heaters and air conditioners of any type are prohibited. Warm clothes should be worn during winter months. An inbuilt

gas heater is provided in each unit. For safety reasons, no object should be within 1 metre of the gas heater. If Management or staff enter a unit which has a heater turned on, with no residents visible, the heater will be turned off and/or disconnected.

## Immediate eviction (RTA S370)

Under the Residential Tenancies and Rooming Accommodation Act 2008 (S370), immediate eviction may arise if Management believes the following has occurred:

- a) The tenant uses his/her room, unit or common area for an illegal purpose.
- b) The tenant or guest of a resident has intentionally or recklessly:
  1. destroyed or seriously damaged a part of the Student Village or a facility in the Student Village; or
  2. endangered another person in the Student Village; or
  3. significantly interfered with the reasonable peace, comfort or privacy of another tenant or another tenant's appropriate use of the other tenant's room or common areas.

## Inspections

Inspections are conducted at least twice per year (during office hours). Please ensure the unit is clean and all Student Village property is returned to where it belongs to avoid any charges being incurred. Power will be shut off temporarily for testing of safety switches (usually less than 1 minute). Please refer to Fees & Charges for related charges.

## Insurance

Management strongly advises that residents obtain their own contents insurance and vehicle insurance to cover personal property and any damage caused to Student Village property from vehicles.

## Keys and Lockouts

Please ensure you keep your room key on you at all times to avoid locking yourself out of your room, unit and/or USQ gate. Lockouts at any time of the day or night will incur a minimum lockout charge of \$55 per lockout (higher on public holidays/Sundays). If you are locked out after hours, please use the after hours phone located on the external wall of the Student Village office or dial 4690 0001 from your mobile. Security will require photo identification from all residents requiring assistance with lockouts.

If you lose/damage your key, please advise Management immediately. Key replacements charge starts from \$25 per key and \$295 for unit key replacement.

## Laundry

An onsite laundry is available 24 hours a day. Clothes lines and airers (available for purchase) only are to be used for drying clothes. Clothes must not be dried on eaves, balcony railings, trees etc.

## Linen/Towels/Cleaning Packs for sale

Please see the office or our website for available items for sale.

## Mail collection

Australia Post delivers mail to the office every day from Monday to Friday excluding Public Holidays and over the Christmas/New Year break. Australia Post will supply a slip for large items and parcels to notify you to pick up your parcels from the USQ Post Office. Mail is unable to be held if you are no longer a tenant of the Student Village.

## New arrivals

As the Student Village is shared accommodation there may be times where a new tenant moves into your unit late at night, early morning or on weekends. In cases of outside of office hours arrivals, our contracted security firm will arrange access for the new tenant.

## Noise (S253)

10.00pm is the cut-off time for all noise interfering with the peace and quiet of other tenants. After hours noise can be reported to security by calling 4690 0001 or using the security phone outside the office.

## Operating as a business/garage sales

The Student Village is located on private property. As such, no business is to be conducted from units. This includes, but is not limited to garage sales, sale of wholesale goods, mechanical repairs, hawking etc.

## Parking/Garages/Vehicles

Tenants who own a vehicle are required to collect a Student Village parking permit sticker from the office to be displayed on the windscreen of your vehicle at all times. Vehicles must be registered. Visitors and guests are required to park in the Visitors car park at the entrance to the Student Village. Tenants with more than one vehicle must only park one vehicle near their unit. There

is no allocated parking spaces for tenants. Do not park/obstruct any driveways or garage access. Parking over lawns or footpaths is not permitted.

Parking is at your own risk. Vehicles considered abandoned, including unregistered vehicles may be removed. Vehicles should be insured.

Any vehicle making excessive noise is not allowed within the grounds of the Student Village. This includes cars and motorbikes and any stereo equipment associated with vehicles. Speeding is strictly prohibited. Vehicles leaking oil may incur a cleaning charge.

## Parties

Parties are by permission only on a Friday or Saturday night (via the Party Permission Form) with at least 24 hours notice. The tenant will be held responsible for the proper conduct of all participants and care of property. Parties must end by 11pm.

## Pets

Pets of any kind are not permitted. Feeding of birds or animals on site is prohibited.

## Pool

Please contact office staff during office hours for pool entry hours, entry costs and conditions of use (including approved pool items). Alcohol, glassware and food is strictly prohibited.

## Posters, hooks, prints, stickers, etc.

Affixing posters, hooks, prints, stickers etc. to walls or ceilings is not permitted by tenants.

## Rent

Rent is billed every fortnight and as per your rooming accommodation agreement (lease). Rent is to be kept 2 weeks in advance at all times. The RTA Notice to Remedy Breach will be issued if your rent is 4 days late, a Notice to Leave issued if rent is 12 days late and eviction may ensue if rent is 16 days late.

Our preferred method of payment is via Weebpay (via our website – [www.studentvillage.com.au](http://www.studentvillage.com.au)). Please visit the office or contact us via email ([office@studentvillage.com.au](mailto:office@studentvillage.com.au)) to obtain your payment password. Credit Card (VISA, MasterCard), Internet Banking, or Direct Deposit into our bank account are also accepted methods of payment (see the office for details). For internet banking, please place your unit number and last name in the reference section and email us the transaction receipt to

ensure we allocate your payment to the correct account. From 2020, the office will no longer accept cash payments.

## Residential Tenancies Authority (RTA)

The RTA is the Queensland Government statutory authority that administers the Residential Tenancies and Rooming Accommodation Act 2008 (the Act). They provide tenancy information, bond management, dispute resolution, investigation, and policy and education services. The Student Village is legally obligated to comply with legislation from the RTA (including all RTA notices, bond lodgement, leases etc). See the RTA fact sheets on our website for further information.

## Rooming Accommodation Agreement

### (lease)

We remind all tenants that the rooming accommodation agreement (lease) is a legally binding document. Please advise the office within the two (2) business days of the start of your lease if you have any concerns in regard to your rooming accommodation agreement (lease), or if any of the information is incorrect (eg. spelling of name, lease end date etc.).

If you are deferring your studies and will be leaving before the expiration of your rooming accommodation agreement (lease), tenants must provide a minimum 7 days notice by submitting an R13 Resident Leaving Form (RTA form) to the Student Village, along with confirmation from the USQ or your education provider of your deferment.

By law, residents may have to find a suitable resident to take over the renting of the room until the end of the lease. Subletting is not allowed. The Student Village office will also endeavour to locate a suitable tenant. In the event that a suitable tenant is not found, you will be required to pay until the end of your lease.

Eviction does not necessarily mean you will be released from payment of your rooming accommodation agreement (lease).

## Rubbish

Green or red lidded bins (general refuse) are provided at the rear of units. Do not place loose rubbish in the bins or leave rubbish beside bins. Extra rubbish bags (complimentary) are available from the office.

Recyclable items should be put in the recycle bins (yellow lid) conveniently located throughout the Student Village. Recycling items include plastic bottles, glass, paper, cardboard etc. No food scraps or non-recyclable items are to be placed in the recycle bins (yellow lid).

## Security & Personal safety

Security is available 24 hours a day 7 days a week for emergencies and breaches of security, but they cannot be in all places at once. Please take responsible steps for your own safety by ensuring all doors are locked when you are asleep or have left your unit. The USQ gate is under constant surveillance, as well as other areas of the Student Village. Footage may be forwarded to the Police in occurrences of security related issues. If you notice someone acting suspiciously, please notify office staff immediately and/or the police if the situation warrants it. A local security firm is contracted to do regular patrols within the grounds of the Student Village and assist with safety and security of tenants after hours (4690 0001). This may include entering units and/or rooms in an emergency. The security firm is engaged for emergencies and security related issues only. Please do not call security for general maintenance and/or rental issues, etc.

All residents are advised to exercise caution if they choose to walk at night, especially between the University Campus and the Student Village. If practical, always walk in groups for added safety. Residents may also ask USQ security staff to escort them to the security gate located at the top of our complex.

If theft occurs, you should notify the Police on 000 (triple zero).

## Skateboards, roller-skates, scooters and rollerblades etc.

Skateboards, roller-skates, scooters, rollerblades etc. are not permitted.

## Smoking (S268)

All units are non-smoking. Smoking of any substance (including shishas) is strictly prohibited inside any part of any unit (this includes balconies and garages). If evidence of smoking inside is found, a Notice to Remedy Breach will be issued and cleaning charges will apply. Please see Fees & Charges for further details.

Tenants can smoke in the courtyard areas or any area that is more than 5 metres from a building. Cigarette butts must be disposed of properly or charges for cleaning will apply.

## Social media

Any social media posts which disclose any personal/private information about the Student Village or their staff, tenants or contractors, which is considered derogatory, defamatory, slanderous, racial, discriminatory (as per the Anti-Discrimination Act) or harassing/threatening/bullying may jeopardise your

rooming accommodation agreement (lease). Legal action may also ensue.

## Subletting

The tenant named on the lease for the room must be the person occupying the room. Subletting is not allowed under any circumstances. Unauthorised persons living in your room/unit is not allowed. Subletting may result in eviction.

## Telephone/Internet

For convenience, a public phone is available on site, adjacent to the pool and laundry. Tenants must arrange their own internet provider. Common providers include Telstra, Optus and Dodo.

## Trespassing

Unwelcome guests or guests misbehaving will be immediately asked to leave the Student Village. Unauthorised persons (including persons in the unit without the resident being in attendance) will be deemed to be trespassing. Please contact the office or after hours security (4690 0001) if there is an uninvited/unwanted guest in your unit.

## TVs

TVs are pre-tuned. Please do not attempt to retune the television. Please report any TV issues to maintenance via the website or office.

## USQ/TAFE Student Services

Student Services is a service offered to all residents studying at the University (USQ) and Tafe QLD (South West Campus). Services include health, counselling and wellbeing, accommodation & welfare. See the office or USQ/Tafe for contact details.

## Utilities (Electricity/Gas/Water)

Where full units are rented under one lease, utilities for water, gas and electricity are charged on a monthly basis, unless otherwise advised. Please conserve utilities. Take shorter showers, do not waste water, turn off lights, gas heater etc when not in use.

## Vending machines

Vending machines are located outside the community hall. Drinks, food and sundry items are available from these machines. If you have any issues arising with these machines, please contact the number provided on the vending machine.

## Visitors and overnight guests

Overnight guests MUST be pre-approved by Management. A fee from \$25 p/night is payable for pre-approved overnight guests. Unapproved guests will incur a fee from \$60 p/night. Eviction may occur where a tenant has had unapproved guests on multiple occasions. At all times the tenant has the responsibility for the visitor's/guest's behaviour.

## Zero tolerance

A zero tolerance policy applies to the following:

- Narcotics (illegal drugs)
- Any form of organised/illegal gambling
- Smoking inside units/garage/balconies (including shishas)
- Improper disposal of cigarette butts
- Relocation of Student Village furniture
- Skateboards/rollerblades/roller-skates/scooters etc.
- Candles/incense in any room or any item posing a fire hazard
- Firearms/fireworks/BBQ's/portable gas cookers
- Glass/ceramic crockery in pool area
- Scaling fences/gates
- After hours use of facilities
- Divulging access information to unauthorised entities
- Unaccompanied guests in any part of the complex
- Removal of batteries and/or tampering with smoke detectors or safety equipment
- Subletting
- Abusive and/or aggressive behaviour
- Excessive alcohol consumption
- Racial intolerance
- Fire hazards such as piggy backing power adaptors, drying clothes on top of gas heaters, putting furniture too close to the gas heater etc.