



*meets at
the corner of Barton
and Hill Streets Hawthorn
www.hwbc.org.au*

Resident Terms & Conditions Agreement

Living in our houses comes with basic terms and conditions of how you will treat your fellow residents and their property, and the property of the church.

If you are unable to agree to these terms and conditions, please apply elsewhere for accommodation.

Entry & Exit Procedures

You will also pay a bond of 2 weeks rent and the first 2 weeks rent in advance.

Rent is collected fortnightly on Wednesdays, you will be informed of payment dates by the Landlord.

You will receive a minimum notice of 60 days of any rent increases.

On entry you will be presented with

- a tenancy agreement (which contains other specific conditions you must be aware of)
- a condition report which will be completed jointly with the Landlord
- 1 key to your house
- 1 key to your bedroom (if applicable to your house)

Please note that the Landlord keeps a key to your bedroom in a secure location for access at the Landlord's discretion with appropriate notice.

On exit you will:

- give notice in writing to the Landlord of your intention to depart a minimum of 28 days prior (rent will be due for that period)
- return all keys (key replacement will cost \$5/key)
- provide a forwarding address and bank details to recover your bond
- have resolved any outstanding financial obligations to the Landlord or to your fellow residents
- have restored your room to an appropriate condition including
 - repairing any new damage deemed appropriate by the landlord
 - steam cleaning carpets

If we give you notice to vacate without a specific reason, it will be a minimum of 120 days. Some acts may result in 14 days notice, others in immediate eviction.

Behavioural Conditions of Tenancy

The following conditions are specific matters that apply to the behaviour of yourself or your private guests on the premises. Breaches of these duties may result in written warnings, notice to vacate or police involvement.

- Malicious damage to the premises or common property/areas, or putting fellow residents or neighbours in danger may result in immediate notice to vacate and/or police notification.

- Any act of verbal (e.g. threats), sexual or physical violence towards the landlord, another housemate or guest may result in immediate notice to vacate and/or police notification.
- Illegal drug usage or distribution (including providing alcohol to minors) will result in 14 days notice to vacate and police notification, and may result in immediate notice to vacate.

The following breaches of duties may receive 14 days notice to vacate after 2 written warnings.

- Theft of common or resident-owned property.
- Severe anti-social behaviour (including under the influence of alcohol or other drugs).
- Anything in or near the premises which interferes with the privacy and peace and quiet of the other residents or their proper use and enjoyment of the premises.
- Sexual acts on the premises (with another housemate or guest).
- Not keeping the premises clean or creating a fire or health hazard.
- Installing any fixtures without the prior written permission of the Landlord.
- Failure to notify or compensate the Landlord for any damage.
- Keeping an animal on the premises without the Landlord's consent.
- Changing any lock without immediately providing the Landlord with a copy of the key.
- Failure to comply with the separate 'Resident Expectations Agreement'.
- Failure to comply with any 'House Rules' developed by your individual house.
- Any other breaches of the Residential Tenancies Act, 1997 (& subsequent amendments to the legislation) and including conditions listed on the Tenancy Agreement.

By signing below, I indicate my agreement to abide by these duties, terms and conditions.

Signed: _____

Date: _____

Full Name: _____