

Rooming house agreement

Residential Tenancies Amendment Act 2018 Section 93A(2)(b)
Residential Tenancies Regulations 2021 Regulation 38

This is your rooming house agreement. It is a binding contract under the **Residential Tenancies Act 1997** (the Act). Please refer to the rights and obligations outlined at the end of this form.

Do not sign this agreement if there is anything that you do not understand. Please refer to [Rooming House Residents Guide](#) for details about your rights and responsibility. For further information visit the renting section of the Consumer Affairs website at www.consumer.vic.gov.au/renting or call 1300 55 81 81.

Part A – Basic terms

This agreement is between the rooming house operator and the resident(s) listed on this form.

1 Date of agreement

This is the date the agreement is signed

If the agreement is signed by the parties on different days, the date of the agreement is the date the last person signs the agreement.

2 Premises let by the rooming house operator

Address of rooming house (include room number)

Room number	Street address	55 Maud Street,
Suburb	GEELONG	Postcode 3220

Items let with the room (if any)

Mattress and base
Wardrobe
Television
Small fridge
Desk and chair

3 Rooming house operator details

Full name

[The Iconic Student Housing Unit Trust](#)

Address for service

[Suite 43, 93 Wells Road, Chelsea Heights](#)

Postcode

[3196](#)

(if no agent is acting for
the rooming house
operator)

Phone number

ABN/ACN (if applicable)

Email address

Rooming house operator's agent's details (if applicable)

Full name

Address Postcode

Phone number

ABN/ACN (if applicable)

Email address

Note: The rooming house operator must notify the resident within 7 days if any of this information changes

4 Resident(s) details

Full name of **resident 1**

Current address Postcode

Phone number

Email address

Full name of **resident 2**

Current address Postcode

Phone number

Email address

5 Length of the agreement

Fixed term agreement Start date End date

6 Rent

Rent amount (\$)
(charged under this agreement)

To be paid per ☒ month

Day rent is to be paid

Date first rent payment due

Note: The rooming house operator cannot ask for the resident(s) to pay rent more than 14 days in advance.

7 Bond

The resident has been asked to pay the bond specified below.

The bond must not be more than 28 days' rent if the agreement has a fixed term. In any other case, the maximum bond is 14 days' rent.

The rooming house operator or agent must lodge the bond with the Residential Tenancies Bond Authority (RTBA). The bond must be lodged within 10 business days after receiving payment. The RTBA will send the resident a receipt for the bond.

If the resident does not receive a receipt within **15 business days** from when they paid the bond, they can:

- Email the RTBA at rtba@justice.vic.gov.au, or

- call the RTBA at 1300 13 71 64.

Bond amount (\$)

Date bond payment due

8 Rooming house operator's preferred method of rent payment

- The rooming house operator must permit a fee free (other than the resident's own bank fees) payment method and must allow the resident(s) to use Centrepay or another form of electronic funds transfer.
- The rooming house operator must tell the resident(s) about any costs (such as transaction fees) related to the payment method.
- The rooming house operator and resident may change the payment method by agreement.
- The resident is entitled to receive a receipt from the operator confirming payment of rent.

(Rooming house operator to tick available methods of rent payment)

☐ direct debit ☐ bank deposit ☐ cash ☐ cheque or money order ☐ BPAY

☐ other electronic form of payment, including Centrepay

Payment details (if applicable)

9 Service of notices and other documents by electronic methods

- Electronic service of documents must be in accordance with the requirements of the ***Electronic Transactions (Victoria) Act 2000***.
- Just because someone responds to an email or other electronic communications, does not mean they have consented to the service of notices and other documents by electronic methods.
- The rooming house resident and rooming house operator must notify the other party in writing if they no longer wish to receive notices or other documents by electronic methods.
- The rooming house resident and rooming house operator must immediately notify the other party in writing if their contact details change.

9.1 Does the rooming house operator agree to the service of notices and other documents by electronic methods, such as email?

The rooming house operator must complete this section before giving the agreement to the resident.

(Rooming house operator to tick as appropriate)

☒ Yes, insert email address, mobile phone number or other electronic contact details

☐ No

9.2 Does the resident agree to the service of notices and other documents by electronic methods, such as email?

(Resident to tick as appropriate)

☒ Yes, insert email address, mobile phone number or other electronic contact details

☐ No

10 Urgent repairs

- The rooming house operator must ensure that the room and facilities are provided and maintained in good repair.
- If there is a need for an urgent repair, the resident should notify the rooming house operator in writing.

- For further information on seeking repairs see **Part B** below.

Details of person the resident should contact for an urgent repair (Rooming house operator to insert details).

Emergency contact name

Chris Theoharopoulos

Phone number

0497 819 151

Email address

INFO@THEICONICROOMINGHOUSE.COM.AU

11 Professional cleaning

The rooming house operator must not require the resident to arrange professional cleaning at the end of the residency, unless this is needed to restore the room to the condition it was in before the resident moved in, allowing for fair wear and tear.

12 Condition report

The resident must be given two copies of the condition report (or one emailed copy) on or before the date the resident moves in.

(Rooming house operator to tick as appropriate)

☐ A condition report has been provided to the resident

☐ A condition report will be provided to the resident on or before the date the agreement starts

13 Additional Terms (if any)

List any additional terms to this agreement. The terms listed must not exclude, restrict or modify any of the rights and duties included in the Residential Tenancies Act 1997 (the Act).

Additional terms must also comply with the Australian Consumer Law (Victoria). For example, they cannot be unfair terms. Such terms will have no effect. Contact Consumer Affairs Victoria on 1300 55 81 81 for further information or visit [unfair contract terms](#) at the Consumer Affairs Victoria website.

Note: If you need extra space, attach a separate sheet. Both the **rooming house operator** and **resident(s)** should sign and date all attachments.

14 Signatures

This agreement is made under the ***Residential Tenancies Act 1997***.

Before signing you must read the relevant information in **Rights and Obligations** on pages 6 and 7 of this form.

Rooming house operator

Signature of rooming
house operator

Date

Resident(s)

All residents listed must sign this rooming house agreement.

Signature of resident 1

Date

Signature of resident 2

Date

Note: Each resident who is a party to the agreement must sign and date the agreement. If there are more than two residents include details on an extra page.

Part B - Rights and obligations

This is a summary of selected rights and obligations of residents and rooming house operators under the **Residential Tenancies Act 1997** (the Act). In addition to this, the rooming house operator must give the resident a summary of their rights and duties and a copy of the house rules. These must also be displayed in the resident's room. Any reference to VCAT refers to the Victorian Civil and Administrative Tribunal.

For more information, visit www.consumer.vic.gov.au/renting.

Use of the premises

The resident(s):

- has a right to reside in their room and use the facilities of the rooming house.
- has an exclusive right to live in the room unless the rooming house operator gives notice before they move in that the room will be shared or the resident agrees to share the room.
- is entitled to quiet enjoyment of the premises and must not do anything to disturb the privacy and peace and quiet of other residents.
- must use the room for residential purposes only and not illegal purposes.
- must keep and leave their room reasonably clean.

Shared rooms

The resident(s):

- has the right to receive written notice confirming if they are sharing their room or are an exclusive occupant.
- has the right to have their rent reduced if they agree to have more people in their room.

Condition of the premises

The rooming house operator:

- must ensure that the room complies with any applicable rooming house standards including having windows with coverings for privacy that can be opened and closed and at least two working power outlets, and is vacant and reasonably clean when the resident(s) moves in.
For further information please see www.consumer.vic.gov.au/housing/renting/types-of-rental-agreements/sharing-in-a-rooming-house/minimum-standards-in-rooming-houses
- must ensure that the rooming house and its rooms are maintained in good repair.
- must ensure that the resident(s) has access to food preparation facilities such as oven and cook-top which are in good working order.
- must ensure that the rooming house meets public health and wellbeing laws such as providing at least one toilet for every ten people.

The resident(s):

- must be given two copies of the condition report (or 1 electronic copy) specifying the state of repair and general condition of the room before it was occupied.
- must not remove, deactivate or interfere with safety devices on the premises.

Modifications

The resident(s):

- must seek the rooming house operator's written consent before installing any other fixtures, altering or renovating or making additions to the room.

The rooming house operator:

- must not unreasonably refuse consent for modifications which are reasonable alterations under the *Equal Opportunity Act 2010* which an occupational therapist or similar practitioner has said the resident needs.

Locks

- The rooming house operator must make sure the room has:
 - a door that can be locked by a key from the outside and unlocked from inside without a key (this includes cards or codes for digital locks where applicable).

Repairs

- Only a suitably qualified person may do repairs – both urgent and non-urgent.

Urgent repairs

Section 3 of the Act defines **urgent repairs**. Refer to the Consumer Affairs Victoria website for the full list of urgent repairs and for more information, visit www.consumer.vic.gov.au/urgentrepairs.

Urgent repairs include failure or breakdown of any essential service or appliance provided for hot water, cooking, heating or laundering supplied by the rooming house operator.

The rooming house operator must carry out urgent repairs after being notified.

A resident may arrange for urgent repairs to be done if the resident has taken reasonable steps to arrange for the rooming house operator to immediately do the repairs and the rooming house operator has not carried out the repairs.

If the resident has arranged for urgent repairs, the resident may be reimbursed directly by the rooming house operator for the reasonable cost of repairs up to \$2,500.

The resident may apply to VCAT for an order requiring the rooming house operator to carry out urgent repairs if:

- a) the resident cannot meet the cost of the repairs; or
- b) the cost of repairs is more than \$2,500; or

- c) the rooming house operator will not pay the cost of repairs if it is carried out by the resident.

Non-urgent repairs

- The resident(s) must notify the rooming house operator in writing as soon as practicable of:
 - damage to the premises
 - a breakdown of facilities, fixtures, furniture or equipment supplied by the rooming house operator.
- The rooming house operator must carry out non-urgent repairs in a reasonable time.
- The resident(s) can apply to VCAT for an order requiring the rooming house operator to do the repairs if the rooming house operator has not done the repairs within 14 days after receiving the notice.

Rent

- The rooming house operator must give the resident(s) at least 60 days notice of a proposed rent increase.
- Rent cannot be increased more than once every 12 months.
- If the rooming house operator does not provide a receipt for rent, the resident may request a receipt.
- The rooming house operator must not hold or dispose of goods even if the resident owes rent.

Access and entry

- The rooming house operator can enter the premises:
 - where the resident(s) agrees to the entry
 - where access is required to save life or property
 - to provide necessary services at a time provided in the house rules
 - to show the rooming house to a prospective buyer or lender, or a prospective resident(s)
 - if they believe the resident(s) has failed to follow their duties under the Act
 - to inspect the room (provided entry has not been made for this purpose within the last 4 weeks).
- The resident(s) must allow entry to the premises where the rooming house operator has followed proper procedure – this includes providing the resident(s) with a written notice of entry.

Pets

The resident(s) must seek consent from the rooming house operator before keeping a pet, other than an assistance dog, on the premises.

Help or further information

For further information, visit the renting section – Consumer Affairs Victoria website at www.consumer.vic.gov.au/renting or call Consumer Affairs Victoria on **1300 55 81 81**.

Telephone interpreter service

If you have difficulty understanding English, contact the Translating and Interpreting Service (TIS) on 131 450 (for the cost of a local call) and ask to be put through to an Information Officer at Consumer Affairs Victoria on 1300 55 81 81

Arabic

إذا كان لديك صعوبة في فهم اللغة الإنكليزية، اتصل بخدمة الترجمة التحريرية والشفوية (TIS) على الرقم 131 450 (بكلفة مكالمة محلية) واطلب أن يوصلوك بموظف معلومات في دائرة شؤون المستهلك في فكتوريا على الرقم 1300 55 81 81.

Turkish İngilizce anlamakta güçlük çekiyorsanız, 131 450'den (şehir içi konuşma ücretine) Yazılı ve Sözlü Tercümanlık Servisini (TIS) arayarak 1300 55 81 81 numaralı telefondan Victoria Tüketici İşleri'ni aramalarını ve size bir Danışma Memuru ile görüşturmelerini isteyiniz.

Vietnamese Nếu quý vị không hiểu tiếng Anh, xin liên lạc với Dịch Vụ Thông Phiên Dịch (TIS) qua số 131 450 (với giá biểu của cú gọi địa phương) và yêu cầu được nối đường dây tới một Nhân Viên Thông Tin tại Bộ Tiêu Thụ Sự Vụ Victoria (Consumer Affairs Victoria) qua số 1300 55 81 81.

Somali Haddii aad dhibaato ku qabto fahmida Ingiriiska, La xiriir Adeega Tarjumida iyo Afcelinta (TIS) telefoonka 131 450 (qiimaha meesha aad joogto) weydiisuna in lagugu xiro Sarkaalka Macluumaadka ee Arrimaha Macmiilaha
Fiktooriya tel: 1300 55 81 81.

Chinese 如果您聽不大懂英語，請打電話給口譯和筆譯服務處，電話：131 450（祇花費一個普通電話費），讓他們幫您接通維多利亞消費者事務處（Consumer Affairs Victoria）的信息官員，電話：1300 55 81 81。

Serbian Ako vam je teško da razumete engleski, nazovite Službu prevodilaца и тумача (Translating and Interpreting Service – TIS) на 131 450 (по цену локалног позива) и замолите их да вас повежу са Службеником за информације (Information Officer) у Викторијској Служби за потрошачка питања (Consumer Affairs Victoria) на 1300 55 81 81.

Amharic በእንግሊዝኛ ቋንቋ ለመረዳት ችግር ካለብዎ የአስተርጓሚ አገልግሎትን (TIS) በስልክ ቁጥር 131 450 (በአካባቢ ስልክ ጥሪ ሂሳብ) በመደወል ለሺክቶሪያ ደንበኞች ጉዳይ ቢሮ በስልክ ቁጥር 1300 55 81 81 ደውሎ ከመረጃ አቅራቢ ሠራተኛ ጋር እንዲያገናኝዎት መጠየቅ።

Dari

اگر شما مشکل دانستن زبان انگلیسی دارید، با اداره خدمات ترجمانی تحریری و شفاهی (TIS) به شماره 131 450 به قیمت مخابره محلی تماس بگیرید و بخواهید که شما را به کارمند معلومات دفتر امور مهاجرین ویکتوریا به شماره 1300 55 81 81 ارتباط دهد.

Croatian Ako nerazumijete dovoljno engleski, nazovite Službu tumača i prevoditelja (TIS) na 131 450 (po cijeni mjesnog poziva) i zamolite da vas spoje s djelatnikom za obavijesti u Consumer Affairs Victoria na 1300 55 81 81.

Greek Αν έχετε δυσκολίες στην κατανόηση της αγγλικής γλώσσας, επικοινωνήστε με την Υπηρεσία Μετάφρασης και Διερμηνείας (TIS) στο 131 450 (με το κόστος μιας τοπικής κλήσης) και ζητήστε να σας συνδέσουν με έναν Υπάλληλο Πληροφοριών στην Υπηρεσία Προστασίας Καταναλωτών Βικτώριας (Consumer Affairs Victoria) στον αριθμό 1300 55 81 81.

Italian Se avete difficoltà a comprendere l'inglese, contattate il servizio interpreti e traduttori, cioè il Translating and Interpreting Service (TIS) al 131 450 (per il costo di una chiamata locale), e chiedete di essee messi in comunicazione con un operatore addetto alle informazioni del dipartimento "Consumer Affairs Victoria" al numero 1300 55 81 81.