

**STANDARD OCCUPANCY AGREEMENT**  
For general boarding houses under the *Boarding Houses Act 2012*

Between

<b>Proprietor</b>	
<b>Resident</b>	

For

<b>Room</b>	<b>Address</b>

The resident's room is:    unfurnished             furnished     (if furnished, an inventory can be attached)

**Other areas of the premises which are available for use by the resident**

Kitchen/s             Bathroom/s             Common room             Laundry

Other \_\_\_\_\_

**Term of Contract**

Commencement Date	Term of agreement (if any)	Occupancy Fee	To be paid
		\$            per week/month/year	

<b>Proprietor's Contact Details</b>	
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**AGREEMENT TERMS**

**1. Condition of the Premises (refer to occupancy principle 1 – see Annexure 1)**

The proprietor agrees to provide and maintain the premises so that they are in a reasonable state of repair, are reasonably clean and reasonably secure.

**2. House Rules (refer to occupancy principle 2)**

The resident agrees to comply with the House Rules of the boarding house, which are listed on the attached "Statement of House Rules." House rules may not be inconsistent with the Occupancy Principles stated in Annexure 1, and are not enforceable if they are inconsistent.

**3. No Penalties (refer to occupancy principle 3)**

The resident is not required to pay a penalty for a breach of this Occupancy Agreement or the House Rules.

**4. Quiet Enjoyment (refer to occupancy principle 4)**

The proprietor agrees to take all reasonable steps to enable the resident's quiet enjoyment of the premises.

**5. Inspections and Access (refer to occupancy principle 5)**

The proprietor may inspect boarding house common areas at any reasonable time. Repairs, cleaning and maintenance of common areas can be carried out at reasonable times.

The proprietor may only enter the resident's room, at a reasonable time, with reasonable notice and on reasonable grounds. Agreed access and notice periods are set out below. If the third column is left blank, the suggested notice periods set out in the second column will apply.

Reason For Access	<i>Suggested Notice Period</i> <i>examples of reasonable notice periods - this notice period applies if the next column is left blank</i>	Notice to be given under this occupancy agreement <i>(if different)</i>
In an emergency, or to carry out emergency repairs or inspections	<i>Immediate access</i>	<i>Immediate access*</i>
To clean the premises	<i>24 hours</i>	
To carry out repairs	<i>24 hours</i>	
To show the room to a prospective resident	<i>24 hours</i>	
To carry out inspections	<i>48 hours</i>	

\* Immediate access is likely to be necessary in this situation for safety reasons.

### **6. Notice of Fee Increase (refer to occupancy principle 6)**

The resident is entitled to 4 weeks written notice of any increase in the occupancy fee.

### **7. Utility Charges (refer to occupancy principle 7)**

The proprietor may charge an additional amount for utilities if the resident is made aware of this on signing this agreement. Details of the charge, including how the charge will be calculated, are included in Annexure 2, and Annexure 2 must signed and dated by the resident and the proprietor.

Charges for utilities must be based on the cost to the proprietor of providing the utility and a reasonable measure or estimate of the resident's use of that utility.

### **8. Security Deposit (refer to occupancy principle 8)**

A security deposit of \$\_\_\_\_\_ is payable to the proprietor, this amount being no more than the sum of two (2) weeks occupancy fee. The security deposit is payable on the day the agreement is signed or on the following day. The security deposit will be repaid to the resident (or the resident's authorised representative) within 14 days after the end of this agreement, less any amount necessary to cover:

- a) the reasonable cost of repairs to the boarding house or goods within the boarding house, as a result of damage (other than fair wear or tear) caused by the resident or their guest;
- b) any occupancy fee or other charges owing and payable under this Agreement or the Boarding Houses Act;
- c) the reasonable cost of cleaning any part of the premises occupied by the resident and not left reasonably clean by the resident, having regard to the condition of that part of the premises at the commencement of the occupancy; and
- d) the reasonable cost of replacing locks or other security devices altered, removed or added by the resident without the consent of the proprietor.

### **9. Dispute Resolution (refer to occupancy principle 11)**

The proprietor and the resident agree to use their best endeavours to informally resolve any disputes between them through reasonable discussion and negotiation. Either party may apply to the NSW Civil and Administrative Tribunal (NCAT) to resolve a dispute about the Occupancy Principles (see Annexure 1).

### **10. Written Receipts (refer to occupancy principle 12)**

The proprietor agrees to provide the resident with a written receipt for all money paid to the proprietor, including money paid for occupancy fees, a security deposit and for any utility charges. The receipt should be provided within a reasonable time period after the payment is received.

### **11. Termination (refer to occupancy principles 9 and 10)**

The resident is entitled to know why and how this Occupancy Agreement may be terminated, and how much notice will be given before termination. The resident may not be evicted without reasonable written notice from the proprietor.

This Agreement can also be terminated by the resident by written notice given to the proprietor. Agreed reasons for termination and notice periods are set out below. If the third column is left blank, the suggested notice periods set out in the second column will apply.

<b>Reason for Termination by Proprietor</b>	<b><i>Suggested Notice Period</i></b> <i>examples of reasonable notice periods - this notice period applies if the next column is left blank</i>	<b>Notice to be given under this occupancy agreement</b> <i>(if different)</i>
Violence or threats of violence towards anyone living or working in or visiting the premises	<i>Immediate</i>	<i>Immediate*</i>
Wilfully causing damage to the premises, or using the premises for an illegal purpose	<i>1 day</i>	
Continued and serious breach of this Agreement or the house rules, following a written warning	<i>3 days</i>	
Continued minor breach of this Agreement or the house rules, following a written warning	<i>1 week</i>	
Non-payment of the occupancy fee	<i>2 weeks</i>	
Any other reason, including vacant possession required and "no grounds" termination	<i>4 weeks</i>	

\*Immediate termination is likely to be necessary in this situation in order to protect other residents and employees.

<b>Reason for Termination by Resident</b>	<b><i>Suggested Notice Period</i></b> <i>examples of reasonable notice periods - this notice period applies if the next column is left blank</i>	<b>Notice to be given under this occupancy agreement</b> <i>(if different)</i>
Serious breach of Agreement by proprietor	<i>1 day</i>	
Minor breach of agreement by proprietor	<i>1 week</i>	
No grounds/Any other reason	<i>1 week</i>	

## 12. Use of the Premises

The resident agrees not to wilfully or negligently cause damage to the premises or to use the premises for an illegal purpose and to respect other residents' rights to quiet enjoyment of the premises.

NOTE: Any term of this Agreement is not enforceable if it is inconsistent with the Occupancy Principles set out in Schedule 1 of the *Boarding Houses Act 2012*. The Occupancy Principles are attached at Annexure 1.

Signed: \_\_\_\_\_

***(Proprietor)***

Signed: \_\_\_\_\_

***(Resident)***

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**OPTIONAL INFORMATION**

The resident may provide contact details to be used in an emergency

PERSONAL PHONE No/s: \_\_\_\_\_

*EMERGENCY CONTACT PERSON*

NAME: \_\_\_\_\_ RELATIONSHIP: \_\_\_\_\_

PHONE and/or ADDRESS: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

## Annexure 1

### Occupancy principles

NB: These principles are contained in Schedule 1 of the *Boarding Houses Act 2012* and apply to residents of NSW boarding houses which are covered by this Act.

#### 1. State of premises

A resident is entitled to live in premises that are:

- (a) reasonably clean, and
- (b) in a reasonable state of repair, and
- (c) reasonably secure.

#### 2. Rules of registrable boarding house

A resident is entitled to know the rules of the registrable boarding house before moving into the boarding house.

#### 3 Penalties for breaches of agreement or house rules prohibited

A resident may not be required to pay a penalty for a breach of the occupancy agreement or the rules of the registrable boarding house.

#### 4 Quiet enjoyment of premises

A resident is entitled to quiet enjoyment of the premises.

#### 5 Inspections and repairs

A proprietor is entitled to enter the premises at a reasonable time on reasonable grounds to carry out inspections or repairs and for other reasonable purposes.

#### 6 Notice of increase of occupancy fee

A resident is entitled to 4 weeks written notice before the proprietor increases the occupancy fee.

#### 7 Utility charges

(1) The proprietor is entitled to charge a resident an additional amount for the use of a utility if:

- (a) the resident has been notified before or at the time of entering the occupancy agreement of the use of utilities in respect of which the resident will be charged, and
- (b) the amount charged is based on the cost to the proprietor of providing the utility and a reasonable measure or estimate of the resident's use of that utility.

(2) A utility for the purposes of this clause is each of the following:

- (a) the supply of electricity,
- (b) the supply of gas,
- (c) the supply of oil,
- (d) the supply of water,
- (e) the supply of any other service prescribed by the regulations.

#### 8 Payment of security deposits

(1) The proprietor may require and receive a security deposit from the resident or the resident's authorised representative only if:

- (a) the amount of the deposit does not exceed 2 weeks of occupancy fee under the occupancy agreement, and
- (b) the amount is payable on or after the day on which the resident (or the resident's authorised representative) enters the agreement.

(2) Within 14 days after the end of the occupancy agreement, the proprietor must repay to the resident (or the resident's authorised representative) the amount of the security deposit less the amount necessary to cover

the following:

- (a) the reasonable cost of repairs to, or the restoration of, the registrable boarding house or goods within the premises of the boarding house, as a result of damage (other than fair wear and tear) caused by the resident or an invitee of the resident,
- (b) any occupation fees or other charges owing and payable under the occupancy agreement or this Act,
- (c) the reasonable cost of cleaning any part of the premises occupied by the resident not left reasonably clean by the resident, having regard to the condition of that part of the premises at the commencement of the occupancy,
- (d) the reasonable cost of replacing locks or other security devices altered, removed or added by the resident without the consent of the proprietor,
- (e) any other amounts prescribed by the regulations.

(3) The proprietor may retain the whole of the security deposit after the end of the occupancy agreement if the costs, fees or charges referred to in subclause (2) (a)–(e) are equal to, or exceed, the amount of the security deposit.

(4) In this clause:

security deposit means an amount of money (however described) paid or payable by the resident of a registrable boarding house or another person as security against:

- (a) any failure by the resident to comply with the terms of an occupancy agreement, or
- (b) any damage to the boarding house caused by the resident or an invitee of the resident, or
- (c) any other matter or thing prescribed by the regulations.

#### 9 Information about occupancy termination

A resident is entitled to know why and how the occupancy may be terminated, including how much notice will be given before eviction.

#### 10 Notice of eviction

(1) A resident must not be evicted without reasonable written notice.

(2) In determining what is reasonable notice, the proprietor may take into account the safety of other residents, the proprietor and the manager of the registrable boarding house.

(3) Subclause (2) does not limit the circumstances that are relevant to the determination of what is reasonable notice.

#### 11 Use of alternative dispute resolution

A proprietor and resident should try to resolve disputes using reasonable dispute resolution processes.

#### 12 Provision of written receipts

A resident must be given a written receipt for any money paid to the proprietor or a person on behalf of the proprietor.

**SCHEDULE OF ADDITIONAL CHARGES**

ITEM	AMOUNT	WHEN DUE TO BE PAID	HOW CALCULATED

**NOTE:**

- This schedule is only for use if there are fees or charges in addition to the occupancy fee.
- This schedule forms part of the Occupancy Agreement when signed and dated by both parties.
- A receipt is to be provided to the resident for all payments of additional fees or charges made by the resident, within a reasonable time after the payment is received.
- Charges for utilities must comply with Occupancy Principle 7.

Signed: \_\_\_\_\_  
*(Proprietor)*

Signed: \_\_\_\_\_  
*(Resident)*

Date: \_\_\_\_\_

Date: \_\_\_\_\_