



## ROOMING HOUSE AGREEMENT

**For advice contact the Tenancies Branch on 8204 9544**

THIS AGREEMENT is made between the PROPRIETOR: .....  
(insert full name/s)

of .....  
(insert address of proprietor)

and the RESIDENT: .....  
(insert full name)

THE PROPRIETOR AGREES TO LET to the RESIDENT who AGREES TO RENT  
accommodation situated at .....

FROM: ...../...../.....  
(insert commencement date)

TO: ...../...../.....  
(insert end date or delete if not applicable)

SIGNATURE OF PROPRIETOR ..... DATE ...../...../.....

SIGNATURE OF RESIDENT ..... DATE ...../...../.....

### Payment of Rent and other charges

The RESIDENT will pay rent at the rate of \$ .....per week

Payment of rent will be made on the .....of each week  
(insert day rent due)

by .....  
(insert method/place of payment)

The RESIDENT will be required to pay for: (tick those which are applicable and insert or attach relevant information)

- |                          |                                    |                                  |
|--------------------------|------------------------------------|----------------------------------|
| <input type="checkbox"/> | rates and charges for water supply | at the rate of \$ .....per ..... |
| <input type="checkbox"/> | electricity                        | at the rate of \$ .....per ..... |
| <input type="checkbox"/> | gas                                | at the rate of \$ .....per ..... |
| <input type="checkbox"/> | telephone                          | at the rate of \$ .....per ..... |
| <input type="checkbox"/> | meals                              | at the rate of \$ .....per ..... |
| <input type="checkbox"/> | other: .....                       |                                  |

# CONDITIONS

## 1. **Application of the Act and Regulations**

The PROPRIETOR and the RESIDENT are legally bound to comply with the provisions of the *Residential Tenancies (Rooming Houses) Regulations 1999*. A copy of the Rooming House Regulations will be on display in a prominent place at all times. On request, the PROPRIETOR will provide a copy of the regulations to the RESIDENT. An agreement or arrangement that is inconsistent with these regulations or purports to exclude, modify or restrict the operation of these regulations, is (unless the inconsistency, exclusion, modification or restriction is expressly permitted under these regulations) to that extent void.

## 2. **House Rules**

The RESIDENT will abide by the House Rules. A copy of the House Rules will be on display in a prominent place at all times. On request, the PROPRIETOR will provide a copy of the house rules to the RESIDENT. It is a condition of the Rooming House Regulations that the house rules will not conflict with a provision of the code of conduct is not harsh or unconscionable and is not made for a purpose other than enhancing the health or safety of persons or the safety of property. The RESIDENT will be provided with 7 days notice of any change to the House Rules.

## 3. **Maintenance of Room - Proprietor**

The PROPRIETOR will hand over the room in a reasonable state of cleanliness, maintain the room and ancillary property in a reasonable state of repair and abide by all legal requirements regarding the buildings and health and safety in respect of the room.

## 4. **Maintenance of Room - Resident**

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

## 6. **Use of the Room**

The RESIDENT will not use, allow or cause the room to be used for any illegal purpose or cause, or allow a nuisance. The RESIDENT must not cause or permit an interference with the reasonable peace, comfort or privacy of other residents of the Rooming House.

## 7. **RESIDENT's right to peace comfort and privacy**

The PROPRIETOR will not cause or allow any interference with the peace, comfort or privacy of the RESIDENT and will take all reasonable steps to enforce this obligation upon any other residents of the Rooming House.

## 8. **PROPRIETOR's right of entry**

The RESIDENT is required to give the PROPRIETOR reasonable access to the room.

## 9. **Security of personal property**

The PROPRIETOR will take reasonable steps to ensure the security of personal property of each resident of the rooming house.