



ALL SAINTS  
COLLEGE

*Tertiary Residences | Canberra*

## ***Occupancy Agreement (2017)***

Accommodation provided by All Saints College is funded partially through the Federal Government National Rental Affordability Scheme (NRAS). Strict eligibility requirements apply to NRAS accommodation.

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## Occupancy Agreement: Summary Sheet

<b>Date</b>	This Agreement is made on: (date)
<b>Parties:</b>	
<b>1. Owner's Name</b>	All Saints College, 9 Cowper St, Ainslie, ACT 2602
<b>2. Resident's Name</b>	
<b>Resident's Home Address</b>	
<b>Resident's E-mail Address</b>	
<b>Apartment No</b>	
<b>Residents' Handbook</b>	All Saints College Residents' Handbook is issued by the Owner and includes any variations that may be notified to the Resident.
<b>Commencement Date</b>	(check in date)
<b>Termination Date</b>	(check out date)
<b>Occupancy Fee (1)</b>	
<b>Utilities Fee (2)</b>	\$30.00
<b>Security Deposit</b>	Equal to two (2) weeks' standard apartment occupancy fee
<b>Student ID Number</b>	
<b>Rent in advance</b>	Equal to two (2) weeks' occupancy fee.
<b>ISP and Internet Costs (3)</b>	\$10.00
<b>Administration/Application Fee</b>	A non-refundable fee will be charged to a new Resident at the time the Application is made.
<b>Apartment Move Fee</b>	A charge will be payable by the Resident who wishes to move from one apartment to another.
<b>Early Termination Fee</b>	Equal to one week's occupancy fee, this may be payable prior to departure and can be deducted from the Security Deposit.
<b>Apartment Cleaning Fee</b>	This may be deducted from the Security Deposit or charged directly to the Resident.

**Notes:**

1. Payable by the Resident on the basis of 52 weeks' occupancy per year.
2. Utilities Fee includes a contribution towards water and electricity consumption charges and also the costs of cleaning common areas.
3. ISP and Internet costs are payable by the Resident.
4. This document is based on a template and advice provided by the University of Canberra.

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## The parties agree as follows

### 1. Definitions

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In this Occupancy Agreement and the Residents' Handbook:

**Authorised Person** means a person authorised to act by the Council;

The **College** means All Saints College;

The **Council** means the All Saints College Council which has been established for the purpose of managing the College and which acts on behalf of the College;

The **Owner** means All Saints College acting on behalf of the Anglican Church Property Trust Diocese of Canberra and Goulburn;

The **Resident** means a person whose application for College Residence has been accepted and who has signed the Occupancy Agreement;

The **Warden** means the person appointed by the Council to be responsible, inter alia, for the efficient administration of the affairs of the College;

The **Assistant Warden** means the person appointed by the Council to assist the Warden.

The **Chaplain** means the person appointed by the Council and licensed by the Bishop who will provide pastoral care and spiritual guidance to the Residents of the College.

### 2. Occupancy Agreement and Residential Tenancies Act

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This is not a Residential Tenancy Agreement for the purpose of *The Residential Tenancies Act 1997 (ACT)*.

### 3. The Owner's Obligations

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The Owner shall allow, subject to the performance of the Resident's obligations as set out in Clause 4, the Resident to

- (1) occupy Apartment No \_\_\_\_\_
- (2) have the use of the fixtures, fittings and furnishings in the Apartment; and
- (3) have access to the services provided under the terms of this Occupancy Agreement by the Owner.

## **4. Resident's Obligations**

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### **4.1 General**

- (1) The Resident shall:
  - (i) pay the Occupancy Fee from the Commencement Date and on every agreed instalment date thereafter always in advance; and
  - (ii) agree to pay the Occupancy Fee at least two weeks in advance by Electronic Funds Transfer from their nominated bank or credit union account; and
  - (iii) pay all sundry charges, utilities, ISP and internet charges, cleaning or other services (which shall be separately charged to the Resident and payable in full on the date coinciding with the next Occupancy Fee instalment date after the date on which they are accrued); and
  - (iv) pay all other charges that may be agreed or incurred in advance.
- (2) The Resident hereby agrees that any rights which the Resident may be granted pursuant to this Occupancy Agreement are always and shall remain always subject to the right of the Owner to have possession and control over the Apartment. The Resident hereby agrees that, subject to the Resident's rights in Clause 7, the Owner may access the Apartment at any reasonable time during the term of the Resident's Occupancy Agreement.
- (3) The Resident understands that they are not allowed to arrange substitute occupants. The Resident also understands that they are not to allow any other person to share or occupy the Apartment without the approval of the Warden. Residents are not allowed to pass on their Occupancy Agreement to another person.
- (4) In addition to the Resident's obligations as set out in this Occupancy Agreement, the Resident covenants as follows:
  - a) to use the Apartment singly as the Resident's private residence and not do anything or allow anything to happen in the Apartment or in the building to the annoyance or nuisance of the Owner or any other resident or person occupying an Apartment or part of the building and shall not do anything or allow anything to happen which may invalidate or lead to the increase in the premium of any insurance policy in relation to the Apartment or the building;

- b) not, without the prior written consent of the Owner, to make any alterations or additions to the Apartment or improvements thereto nor to remove any fixture, fitting or piece of equipment of any nature whatsoever;
- c) not to assign, sub-let, transfer, convey or in any way deal with the rights created under the terms of this Occupancy Agreement and at all times to retain control and occupation of the Apartment and the improvements therein;
- d) to use the building's services including the mechanical services of the Apartment or building only for the purposes for which they are constructed and shall not do, permit or suffer to be done any act or thing which might affect or damage same and any damage thereto caused by misuse shall be made good by the Resident or at the Resident's cost in the discretion of the Owner;
- e) not to obstruct any of the public areas of the building or any part thereof;
- f) to comply with any guidance or directions for the use of the Parish car park conveyed to the Resident by the Owner or its authorised representative;
- g) not to use any equipment which will, or is reasonably likely to, overload the cables, switchboards or sub-boards through which electricity is conveyed to the Apartment or contained in the building or which may disturb the amenity of any other resident;
- h) to comply in every respect with all lawful notices and directions given to the Resident by the Owner or its authorised representative;
- i) to give immediate notice to the Owner of any infectious illness occurring in the Apartment and, if required by the Owner, at their own expense thoroughly to fumigate and disinfect the Apartment to the satisfaction of the Owner and any health authorities having jurisdiction with respect to same; and
- j) to comply with the rules and regulations made by the Owner in accordance with the Residents' Handbook.

#### **4.2 Cleanliness and damage to the Premises**

(1) The Resident is responsible for cleaning the Apartment and the Resident will at all times keep the Apartment in good order and condition as at the Commencement Date.

- (2) The Resident must take reasonable care to avoid damaging the Apartment and any common areas.
- (3) The Resident must give notice to the Owner of any damage to the Apartment as soon as practicable after such damage occurs.

#### **4.3 Behaviour**

- (1) The Resident agrees not to engage in unacceptable behaviour that includes, but is not limited to:
  - (i) intentionally causing injury or harm to another person;
  - (ii) committing real or perceived violence or threat of violence;
  - (iii) causing damage to the property of the Owner or personal property contained in the building;
  - (iv) producing excessive or loud noise or otherwise causing disturbance to another Resident;
  - (v) not respecting the needs of the All Saints Church Parish and parishioners;
  - (vi) not respecting the rights, attitudes and beliefs of other persons;
  - (vii) behaving in an offensive or threatening manner; or
  - (viii) threatening the safety or well-being of or harassing another person.
- (2) If the Resident's behaviour is deemed unacceptable by the Warden, or Assistant Warden after investigation, the Warden may take such action as deemed necessary, including:
  - (i) termination of this Occupancy Agreement in accordance with Clause 9;
  - (ii) removal of the Resident from the building;
  - (iii) placing the Resident on probation;
  - (vi) charging a fine to the Resident's account; and
  - (v) requiring from the Resident an apology.
- (3) If the Resident takes issue with any decision of the Warden under Clause 4.3(2) they may appeal that decision to the Council.

#### **4.4 Handbook, Statues, Rules, Orders, Policies, Procedures and Directions**

- (1) The Resident acknowledges that the Resident has read the Residents' Handbook provided which forms a part of this Occupancy Agreement and

agrees to comply with the rules, regulations and other requirements set out in it as approved or amended by the Owner from time to time and notified to the Resident in writing.

- (2) The Resident agrees to abide by the lawful and reasonable directions given by the Warden or other authorised person.

## **5. Termination by Resident**

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The Resident agrees to give 4 weeks written notice by informing the Owner if they intend to break their Occupancy Agreement before the Termination Date and to pay any administration charges, unless otherwise agreed with the Warden.

- (1) The Resident acknowledges that if this Occupancy Agreement is terminated by them prior to the completion of the Period, they will remain liable to pay the Occupancy Fee for the remainder of the Period unless another resident is found to occupy the Apartment and until that person commences their residency. The Resident agrees to make all reasonable endeavours to locate another resident who is acceptable to the Warden.
- (2) The Resident agrees that:
  - (i) If the outstanding Occupancy Fee is not paid, it will be deducted from the Security Deposit; and
  - (ii) Should the amount of the Security Deposit be insufficient to cover the Occupancy Fee the Resident will be liable to pay the difference.
- (3) The Resident agrees that an Early Termination Fee equivalent to one week's current occupancy will be paid prior to departure.

## **6. The Owner's Rights**

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Without limiting in any way Clause 4.1

- (1) A person authorised by the Owner shall have the right to enter and view the Apartment and the condition of the Apartment at all reasonable times on reasonable notice provided that, an employee of the Owner may enter the Apartment without notice if that person reasonably believes that there is an urgent need for them to do so.
- (2) A person authorised by the Owner shall at all reasonable times have the right to enter with tradespersons and all necessary equipment upon giving the Resident reasonable notice for the purposes of carrying out any work which the Owner may be bound to carry out or otherwise may deem desirable provided that in so



doing, the authorised person shall endeavour to cause as little inconvenience to the Resident as is practicable.

- (3) The common areas and facilities of the building (which shall be all parts of the building other than any apartment) shall at all times be subject to the control of the Owner who shall have the right from time to time to establish, modify and enforce rules and regulations with regard thereto.
- (4) The Owner shall be absolutely entitled to make whatever rules and regulations (permitted by law) it thinks fit with respect to the limitation, prohibition, use or transportation of any form of medication, drug or alcohol or the consumption thereof within the Apartment or the building.
- (5) The Owner may have the right to enter the Apartment without notice in case of emergency and to exercise any rights it has upon default by the Resident.

## **7. Resident's Rights**

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- (1) Subject to the compliance by the Resident with the obligations imposed by this Occupancy Agreement, the Resident shall have the right to occupy and to have quiet enjoyment of the Apartment, and to use the services from the Commencement Date until the Termination Date referred to in this Occupancy Agreement.
- (2) The Resident shall have access to the All Saints College internal appeals process that is included in the Residents' Handbook.
- (3)

## **8. Security Deposit**

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- (1) The Resident shall pay the Security Deposit to the Owner to be held by the Owner on behalf of the Resident during the term of this Occupancy Agreement or any further period in which the Resident may occupy the Apartment. At the time when the Resident ceases to occupy the Apartment the Resident shall be responsible for paying to have the Apartment professionally cleaned. Provided the Apartment is in a clean and habitable condition and no damage has been caused to any part of the Apartment or its furniture, fittings or equipment, the Security Deposit shall be repaid to the Resident without reduction within twenty-eight (28) days of the Resident vacating the Apartment subject to compliance with all conditions of this Occupancy Agreement.

- (2) If in the opinion of the Owner the Apartment is left by the Resident otherwise than in a clean, habitable and undamaged condition, the Owner may at its discretion apply such amount or amounts as may be necessary from the Security Deposit to restore the Apartment to a clean, habitable and undamaged condition. If the Security Deposit is insufficient to meet the cost of such restoration, the Resident shall pay the Owner on demand the amount by which the cost of such restoration exceeds the Security Deposit. If the cost of such restoration is less than the Security Deposit, the amount by which the Security Deposit exceeds the cost shall be repaid to the Resident.
- (3) The Resident shall pay and deposit any arrears of the Occupancy Fee or other outstanding charges which may be owing at the time.
- (4) At the Commencement Date the Owner and the Resident shall each complete and sign a condition report on the state of the Apartment and a copy shall be retained by each party.
- (5) If the Resident causes or is deemed to be responsible for a smoke alarm or a fire alarm being activated such that a cost is incurred, the Resident agrees to pay the cost involved either as a charge against the Security Deposit or if necessary, as a separate payment.
- (6) The Resident acknowledges and agrees that any interest earned on the Security Deposit shall not form part of the Security Deposit and shall not be payable to the Resident in any circumstances.
- (7) **The Resident acknowledges and agrees that the return of the Security Deposit will not be actioned until all exit requirements are completed.**
- (8) The Resident acknowledges and agrees that if they have breached the Occupancy Agreement:
  - (i) the Occupancy Fee must be paid until another Resident is found and commences their residency, or until the Occupancy Agreement ends, whichever occurs first;
  - (ii) if the Occupancy Fee is not paid, then it will be deducted from the Security Deposit; and
  - (iii) Should the amount of the Security Deposit be insufficient to cover the Occupancy Fee the Resident will be liable to pay the difference.

## **9. Default by a Resident**

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- (1) Each of the following constitutes an Event of Default by the Resident:

- (a) the Resident fails to pay an amount due under Clause 4.1 on its due date and such amount remains unpaid for seven days (whether or not any formal or legal demand shall have been made); or
  - (b) the Resident breaches or permits or allows to occur any breach or default in performance and observance of any of the provisions of this Occupancy Agreement or the rules, regulations and other requirements set out in the Residents Handbook and such breach or default continues for fourteen (14) days after the service of a notice on the Resident requiring the Resident to remedy the same subject to paragraph 4.; or
  - (c) the Resident resorts to or takes advantage of any law for the protection of insolvent people, becomes bankrupt or commits an act of bankruptcy; or
  - (d) the Resident commits an act which justifies 'immediate eviction' which is outlined in the Rules of Occupancy in the Residents' Handbook.
- (2) If any one or more Events of Default set out in Clauses 9(1) (a) to (d) inclusive occurs, it shall constitute and be deemed to be a repudiation of this Occupancy Agreement by the Resident giving rise to the right of the Owner to cancel the Occupancy Agreement hereby created and withdraw the Services and on reasonable notice the Owner shall have the right to accept such repudiation and re-enter the Apartment whereupon any rights created under this Occupancy Agreement in favour of the Resident shall be determined.
- (3) The Owner may expel and remove the Resident without being guilty of any manner of trespass and without prejudice to any action or other remedy which the Owner has or might or otherwise could have had for arrears of the Occupancy Fee or Sundry Charges or breach of covenant of for damages of or flowing from such repudiation and its acceptance thereof any determination and forfeiture of this Occupancy Agreement.
- (4) The Owner shall be entitled to recover any loss arising from the default of the Resident including any loss or damage the Owner may suffer as a result of the termination of the Occupancy Agreement prior to the date of termination referred in the Summary Sheet included above in this Occupancy Agreement and the Owner shall be freed and discharged from action, suit, claim or demand by or obligations to the Resident under or virtue of this Occupancy Agreement.
- (5) The Owner may upon re-entry remove from the Apartment any fixtures and fittings of the Resident or personal property of the Resident and store same in a public warehouse or elsewhere at the cost and for the account of the Resident

without being deemed guilty of conversion or become liable for any loss or damage occasioned thereby provided however that the Owner shall not be under an obligation to store any such fixtures, fittings or personal property for a period in excess of three months from the date of re-entry and at the expiration of such period such fixtures and fittings or personal property may be sold by the Owner and the Owner may deduct from the proceeds the costs of removal, storage, preservation, and insurance (if any) of such fixtures and fittings and arrears of Occupancy Fee and any other monies owing by the Resident to the Owner pursuant to the terms of this Occupancy Agreement.

- (6) Any notice required to be served under this Occupancy Agreement shall be sufficiently served on the Resident if served personally or if delivered to or left at the Apartment or forwarded by prepaid post to the address entered in the schedule included above in this Occupancy Agreement or to the last known place of abode of the Resident and shall be sufficiently served on the Owner if addressed to the Owner and left at the Office of the Owner or sent by email to we need to update this [admin@asc-canberra.org.au](mailto:admin@asc-canberra.org.au) or posted to the address set out in the Summary Sheet included above in this Occupancy Agreement.

## **10. Privacy**

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### **10.1 Information collected**

The information about the Resident which the Owner may collect through this Occupancy Agreement will include any information provided in accordance with this Occupancy Agreement or that is provided during the course of the Occupancy Agreement. If the Resident does not provide this information the Owner may not be able to continue to provide services to the Resident under this Occupancy Agreement.

### **10.2 Use and disclosure of information**

The Owner may share personal information with the other affiliated entities and with third parties including any related entity of the Owner. The Owner may also share personal information with other service providers including organisations that assist us by providing archival, auditing, consulting, mail house, delivery, technology and security services.

### **10.3 Access to information**

If the Resident wishes to request access to any personal information which the Owner holds about the Resident as a result of the Owner's information collection practices outlined in this Occupancy Agreement, the Resident shall contact the Owner and provide sufficient detail about the particular information being sought, in order to

facilitate its retrieval. An access fee may be charged to cover any costs in providing the information to the Resident.

#### **10.4 Use of personal information**

The Resident acknowledges that the Owner may use the Resident's personal information for the purposes of providing accommodation and services to the Resident under this Occupancy Agreement and for any purposes set out in the Residents Handbook.

### **11. Indemnity**

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The Resident indemnifies the Owner:

- (1) against any loss, liability, costs or expenses incurred or suffered by the Owner arising from or in connection with any damage to the Apartment, other areas of the building, goods or chattels of another person or to the Owner caused or contributed by the Resident's act, negligence or default; and
- (2) in respect of any liability or loss arising from, and any costs, charges and expenses incurred in connection with, any of breach of default of the terms and conditions of this Occupancy Agreement by the Resident and any termination of this Occupancy Agreement by the Owner.

### **12. Exclusion of Owner Liability**

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The Resident agrees that the Owner is not liable to the Resident for any liability or loss resulting from:

- (1) any act or omission of any other resident or person in the building; or
- (2) any malfunction, breakdown, interruption or failure in relation to the supply of services to the building or Apartment.

### **13. NRAS Eligibility**

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- (1) This Agreement is not binding on the Owner unless the Resident provides the Owner with a completed income notification form and supporting documentation, or statutory declaration.. Information on NRAS, including eligibility requirements and what constitutes supporting documentation, can be found at the following website: <<http://www.dss.gov.au/our-responsibilities/housing-support/programs-services/national-rental-affordability-scheme/information-for-tenants/>>

The Resident agrees to provide the Owner with a completed income notification form and supporting documentation evidencing their gross income for the 12 month period ending on the day before their Occupancy Agreement is due to commence.

On vacating the apartment, the Resident must supply NRAS information prior to the refund of the Security Deposit.

- (2) The income documentation provided is required to evidence the Resident's gross income does not exceed the initial income limit eligibility requirement of \$.....and as outlined at <<http://www.dss.gov.au/our-responsibilities/housing-support/programs-services/national-rental-affordability-scheme>>

If the Resident fails to provide the completed income documentation in accordance with this clause or if their gross income exceeds the determined amount for eligibility for NRAS accommodation the Owner may advise them in writing that they are not eligible for an apartment in NRAS accommodation.

- (3) If during the residency period, it becomes apparent the Resident fails to meet the eligibility criteria for a room in NRAS accommodation, they acknowledge and agree that the Owner may terminate this Occupancy Agreement.

### **14. Occupancy Continuation and New Agreement**

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- (1) To assist the Owner with future apartment allocations the Resident acknowledges that they must provide the Owner with not less than 4 weeks written notice regarding their intention to sign a new Occupancy Agreement or vacate at the end of the fixed term of the Occupancy Agreement.
- (2) If the Resident wishes to sign a new Occupancy Agreement, this must be executed no later than 28 days prior to the end of the fixed period of the existing Occupancy Agreement.

- (3) If the Resident fails to supply the required notice, the Owner is entitled to charge the Resident an occupancy fee until such notice is received and expires or the room is reoccupied, whichever occurs first.
- (4) All other terms and conditions of the Occupancy Agreement remain the same.

## 15. Acknowledgment

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- (1) The Resident acknowledges that they have received a copy of this Occupancy Agreement and the Residents' Handbook and has been given an opportunity to read them both and seek independent advice prior to signing this Agreement.
- (2) The Resident acknowledges that they are aware of the terms and conditions contained in the Residents' Handbook and acknowledges that they are incorporated in this Occupancy Agreement.
- (3) The Resident acknowledges and declares that no promise, representation, warranty or undertaking either express or implied has been given by or on behalf of the Owner as to suitability of the Apartment or the services for the needs of a particular Resident.
- (4) The Resident acknowledges that the rights created by this Occupancy Agreement are rights personal to the Resident and do not create any estate or interest in the Apartment (whether leasehold or otherwise) in favour of the Resident other than the Occupancy Agreement as specified herein.
- (5) The Resident acknowledges that all the fixtures, fittings and furnishings in the Apartment are the absolute property of the Owner.
- (6) The Resident acknowledges that the Occupancy Fee may be reduced during the period of the Occupancy Agreement.

### Occupancy Agreement: Execution

Parties and Witnesses to the Agreement	Date
<b>Signed by the Resident</b>	
<b>Signature of Resident:</b>	
<b>Printed Name of Resident:</b>	

[Type text]

<b>Signed in the Presence of</b>		
<b>Signature of Witness:</b>		
<b>Printed Name of Witness:</b>		
<b>Signed for and on behalf of The Owner</b>		
<b>Signature of Warden/Other Authorised Person:</b>		
<b>Printed Name of Warden/Other Authorised Person:</b>		

[Type text]