



## Example Occupancy Arrangement

It is recommended that this guide be used if a student is moving into owner-occupied accommodation. Whilst this is not a legally binding document, it can help avoid misunderstandings. You may not need to use all sections, but any part dealing with financial transactions is strongly recommended. Remember to always request a receipt when paying any money, and keep those receipts for your records.

This agreement was made on the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_

between (**provider's name**, address and telephone number)

\_\_\_\_\_

and (**student's name** and home address/emergency contact details)

\_\_\_\_\_

**Type of accommodation** (full board, room only, house, flat, bungalow, etc.)

\_\_\_\_\_

**The premises** the student will be residing in is located at (address)

\_\_\_\_\_

**Duration of stay** (specify dates): \_\_\_\_\_ / \_\_\_\_\_ / 20\_\_ to \_\_\_\_\_ / \_\_\_\_\_ / 20\_\_

### Rent

The rent shall be \$ \_\_\_\_\_ per \_\_\_\_\_ payable by the student every (week, fortnight, month) from the day the student takes up occupation.

### Bond

The student shall pay a bond (security deposit) of \$ \_\_\_\_\_ to the provider on \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_ (date).

Note. If this is a sub-letting arrangement, then the landlord must lodge the bond with the Tenancies Branch of the Office of Consumer and Business Affairs.

**Notice of vacating:** \_\_\_\_\_ weeks

(It is advised that at least two weeks notice is given by the party wishing to end the arrangement. It is also important to remember that any monies owing by the student must be paid and a decision must be made about upcoming bills and return of the bond prior to vacating.)

**Holding fee** arrangements eg. holiday period

\_\_\_\_\_

**Food** costs and cooking arrangements

\_\_\_\_\_

**Telephone** use and payments

**Utility** use and payments (electricity, gas, water)

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**Furniture** and other items supplied in room (eg. bed, wardrobe, desk, linen)

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**Household items** available for use (eg. TV, computer)

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**Special arrangements** (if any) relating to use of facilities (bedroom, kitchen, laundry, other rooms)

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**Other general requirements** (eg. household chores, room cleaning)

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**Visiting rights** (eg. student's family & friends)

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**Additional terms**

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**Condition of the premises:**

The provider shall make sure that the premises are in a reasonably clean condition on the day the student takes up occupation. The provider shall make sure that the premises are maintained in good repair. The student must keep the premises in a reasonably clean condition during the period of the arrangement.

**Damage to the premises:**

The student must make sure that care is taken to avoid damaging the premises. The student must advise the provider of any damage to the premises as soon as the student becomes aware of the damage.

**Use of the premises:**

The student must not use or allowed the premises to be used for any illegal purpose. The student must not use or allow the premises to be used in such a manner as to cause a nuisance. The provider shall take all reasonable steps to ensure that the student has the quiet enjoyment of the premises.

I hereby agree to the terms of this arrangement covering the period:

(specify dates) from: \_\_\_\_ / \_\_\_\_ / 20\_\_ to \_\_\_\_ / \_\_\_\_ / 20\_\_

Signature of provider: \_\_\_\_\_

Signature of student: \_\_\_\_\_

Date: \_\_\_\_ / \_\_\_\_ / 20\_\_

(We gratefully acknowledge the use of "Gimme shelter", the Deakin University Student Housing Guide and the Swinburne University of Technology Student Housing Resources in preparing this document).