UniLodge

UniLodge @ RMIT Bundoora - Walert House
345 McKimmies Road, Bundoora, VIC 3083

2027

# RULES OF RESIDENCE

# CONTENTS


1. RIGHTS & RESPONSIBILITIES ..... 2
   1.1 Resident Rights ..... 2
   1.2 UniLodge Rights ..... 2
   1.3 Resident Responsibilities ..... 2
   1.4 UniLodge Responsibilities ..... 2
2. YOUR AGREEMENT WITH US ..... 3
   2.1 Condition Report ..... 3
   2.2 Eviction ..... 3
   2.3 Security Deposit ..... 3
   2.4 Termination of Residence Agreement ..... 3
3. RULES OF RESIDENCY ..... 4
   3.1 Alcohol ..... 4
   3.2 Behaviour ..... 4
   3.3 Children ..... 4
   3.4 Cleaning and Inspections ..... 4
   3.5 Common Property ..... 4
   3.6 Cooking ..... 4
   3.7 Drugs/Illegal Substances ..... 5
   3.8 Eligibility of Residents ..... 5
   3.9 Furniture and Equipment ..... 5
   3.10 Gambling ..... 6
   3.11 Lockouts ..... 6
   3.12 Overnight Guests ..... 6
   3.13 Visiting Guests ..... 7
   3.14 Pets ..... 7
   3.15 Requests by Staff ..... 7
   3.16 Smoking ..... 7
   3.17 Noise Complaints ..... 7
   3.18 Media ..... 7
   3.19 Parking ..... 8
   3.20 Events ..... 8
   3.21 Under 18 Residents ..... 8
   3.22 Laundry Use ..... 8
   3.23 Personal Items ..... 8
   3.24 Damage to items ..... 8
   3.25 Mail/Mailboxes ..... 8
   3.26 Fire Sprinklers and Detectors ..... 8
   3.27 Smoke Detectors ..... 9

*This document contains the 'Rules of Residence' which forms part of your 'Residence Agreement'. You must read this document and sign the acknowledgment form issued to you before your arrival, which is evidence of your agreement to abide by the building rules and your contractual obligations. You are entitled to a copy of your signed Residence Agreement*.

# 1. RIGHTS & RESPONSIBILITIES

### 1.1 ***Resident Rights***

- To start the residency with the premises in a reasonable condition that complies with health and safety regulations.
- Peaceful enjoyment of the premises.
- A secure environment.
- To be given a copy of the Residential Agreement.

### 1.2 ***UniLodge Rights***

- To send Remedy of Breach notices to residents who break the terms or conditions of the Residence Agreement and/or cause damage to any parts or inclusions of the building and/or cause inconvenience to others.
- To issue Remedy of Breach notices to residents defaulting on their residence fee payments, and to send a Termination Notice if not remedied.
- To inspect the condition of the property (including a room or apartment) at a time previously arranged.
- Entitled to inspect a room with no notice to maintain rules and regulations (permitted by law) regarding the limitation, prohibition, the use of drugs and alcohol within the premises, or in the case of concerning behaviour or a medical emergency.
- Request ID from residents.

### 1.3 ***Resident Responsibilities***

- Pay the residence fees by the due date and by the agreed method of payment.
- Do not use the premises for illegal purposes.
- Do not cause a nuisance or interfere with the reasonable peace, comfort, or privacy of any other resident.
- Keep the premises and inclusions clean.
- Be responsible for your guests' behaviour.
- Do not intentionally, maliciously or negligently damage, or allow anyone else to intentionally, maliciously or negligently damage, the premises or inclusions.
- Report to UniLodge any damage/maintenance issues to your premises in writing.
- Pay for charges as outlined in the Residence Agreement and this Handbook.
- Abide by the terms of the Residence Agreement, rules and regulations of the building.
- Only use the premises for residential purposes unless otherwise agreed in writing.
- Pay for any False Fire Alarm call outs that may be triggered in your apartment.
- To complete the online induction modules within 5 days of checking into the property.
- Attend the in-person induction within 5 business days of checking into the property.

### 1.4 ***UniLodge Responsibilities***

- To make sure the apartment is clean and fit to live in at the start of the agreement.
- Provide a reasonable level of peace, comfort and privacy in the premises.
- Ensure the premises is reasonably secure.
- Ensure compliance with laws regarding the health and safety of persons using or entering the premises.
- Maintain the premises and inclusions in good repair and keep the common areas clean.

# 2. YOUR AGREEMENT WITH US

**2.1 *Condition Report***

At the commencement of your Residential Agreement, a Condition Report will be issued to you by UniLodge via email. You are required to review, complete, sign and return the Condition Report to UniLodge via email **within 5 business days** of receiving it.

The Condition Report records the condition of your room/apartment, including its furniture, fittings and equipment, at the commencement of your occupancy. It will be used at the end of your Residence Agreement to assess the condition of the room/apartment and to determine whether any damage, cleaning, missing items or other costs may be deducted from your security deposit.

Returning the completed Condition Report within the required timeframe is mandatory. Failure to return the completed Condition Report to UniLodge **within 5 business days** may result in an official warning being issued. Where a completed Condition Report is not returned, UniLodge may rely on its own records of the room/apartment condition at the time of check-in when assessing any security deposit claims at the end of your Residence Agreement.

**2.2 *Eviction***

UniLodge Rules of Residence promotes tolerance, courtesy and care for others and the different needs within the community. If you choose to ignore or transgress these guidelines, you shall receive written warnings from UniLodge management. Residents who have received warnings and continue with such behaviour will face termination of their Residential Agreement.

Where a resident's behaviour is deemed to be "unacceptable" or not in line with the values of the property by UniLodge, including in connection with any incident, their residence agreement can be terminated without initial warning. Unacceptable behaviour may include but is not limited to:

- Carrying, using or distributing illegal drugs or other illegal substances.
- Carrying, using, growing or distributing Cannabis.
- Harassment, threatening behaviour, written threats, abuse or discrimination of another resident, staff member or person.
- Sexual/physical abuse of another resident, staff member or person.
- Theft of another person's property.
- Significant interference with the peace, comfort or privacy of another resident or staff member.
- Smoking within an apartment or in any other area of the building.
- Tampering with or removal of any smoke detector in their apartment.
- Acting in a way which threatens the safety and security of other residents, staff and/or the premises.
- Concerning behaviour following or related to an incident.
- If your behaviour causes physical or psychological harm to other persons or property, your residential agreement may be reviewed.

Many of these behaviours are against the law. Residents should be aware that in addition to eviction, relevant matters may be referred to police, and/or RMIT for consideration.

**2.3 *Security Deposit***

- A security deposit equivalent to four (4) weeks' rent is required. The security deposit is held in an account on behalf of the resident for the term of the residency and / or for any further period in which the resident may occupy the apartment.
- The security deposit cannot be used for rent unless authorised by the General Manager.
- The cost of repair or excessive cleaning may be deducted from the security deposit.
- The resident is not entitled to make a claim on any interest of the security deposit.

**2.4 *Termination of Residence Agreement***

- A Residencial Agreement may be terminated if:
- The resident fails to pay rent by the due date and all notices to remedy have not been satisfied.

- The resident's behaviour is deemed "unacceptable" by UniLodge (as defined by the Residencial Agreement).
- The resident resorts to or takes advantage of any law for the protection of insolvent people, becomes bankrupt or commits an act of bankruptcy.

At the termination of a Residencial Agreement, all the residents' personal belongings must be removed. Any belongings of value left on the premises will be kept for 28 days and then disposed of.

# 3. RULES OF RESIDENCY

These rules form part of your Residence Agreement with UniLodge. Please read these rules and if you have any questions or need a translator advise the customer service staff at reception.

### 3.1 ***Alcohol***

Management promotes a responsible attitude towards the use of alcohol. Alcohol is not permitted if you are under the age of 18. Alcohol is only able to be consumed in your room/apartment or in the common room known as the Hub on the ground level. Alcohol will NOT be permitted in any other common spaces. Alcohol must not be consumed in glass bottles. Alcohol in the Hub can only be consumed from 12pm – 10pm daily. Noise complaints and inappropriate behaviour associated with alcohol consumption in these areas will be monitored and dealt with by UniLodge staff accordingly.

### 3.2 ***Behaviour***

Residents must agree to abide by the code of behaviour which is captured throughout this document. Acceptable behaviour includes not interfering with another person's living conditions or personal security. Breaches of the code of behaviour will be dealt with by UniLodge management. Repeated breaches may amount to "unacceptable behaviour/anti-social behaviour" and constitute grounds for early termination of your Residence Agreement; you will still be responsible for payment of your residency fees until the apartment is re-let. A single finding of "unacceptable behaviour/anti-social behaviour" may result in the termination of your Residence Agreement without warning.

### 3.3 ***Children***

Children who are not approved student residents are not permitted to reside at UniLodge @ RMIT Bundoora – Walert House.

Students under the age of 18 may only be accepted where they will turn 18 within three months of the commencement of their Residencial Agreement and have received prior approval from UniLodge Management. Approved under-18 residents must comply with the additional requirements outlined in section 3.21, Under 18 Residents.

### 3.4 ***Cleaning and Inspections***

All residents are responsible for the day-to-day cleaning of their bedroom/apartment and common spaces that they have used. Multi-share common spaces are lightly cleaned fortnightly by cleaning staff. Common spaces throughout the building are cleaned daily by cleaning staff. Apartments will be inspected randomly by UniLodge staff, after due notice is given, for cleanliness, faults or damage.

### 3.5 ***Common Property***

Residents must not interfere with or damage any common property found in apartments or common areas. Residents should not leave anything on or obstruct the use of common property. For example, leaving items in common study spaces and kitchens. The resident is liable for all damages caused. UniLodge is not held responsible for any personal items that are left in common spaces and are damaged or go missing.

### 3.6 ***Cooking***

To ensure your safety and that of other residents, residents must cook in a responsible manner, always using the range hood exhaust fan. Residents will be charged the associated costs for any cooking that triggers the

smoke alarms resulting in the attendance of Fire Rescue Victoria. If you repeatedly set off the fire alarm due to unsafe cooking habits, eg: leaving your cooking unattended, burning your cooking, cooking items for too long, not turning the range hood exhaust fan on; you may receive an official warning for this behaviour that will be placed on your residential account and could result in eviction if repeated offences take place.

### 3.7 ***Drugs/Illegal Substances***

The use, possession, storage or distribution of illegal drugs, illegal substances or associated paraphernalia within the building or elsewhere on the property is strictly prohibited. Residents must not be under the influence of an illegal substance while on the property.

This includes, but is not limited to, illegal drugs, drug paraphernalia and the possession or use of nitrous oxide canisters, commonly known as nangs, NOS or nitro for intoxication or any other unlawful purpose. Failure to comply with this rule may result in disciplinary action, up to and including termination of the Residence Agreement and eviction.

The use, possession or storage of cannabis within the building is prohibited unless it has been lawfully prescribed to the resident as medicinal cannabis by a registered medical practitioner.
Where a resident has been prescribed medicinal cannabis, the resident must notify UniLodge Management before checking in or as soon as practicable after it has been prescribed. The resident may be required to provide reasonable evidence confirming that the medicinal cannabis has been lawfully prescribed.

Medicinal cannabis must be stored securely and used strictly in accordance with the prescribing practitioner's directions, applicable laws and relevant UniLodge policies. This includes complying with smoke-free building requirements, fire-safety requirements, behaviour standards and the rights of other residents to quiet enjoyment.

A prescription for medicinal cannabis does not permit a resident to smoke or vape cannabis within the building, share or distribute it, or use it in any manner that breaches the Residence Agreement, the Rules of Residence, fire-safety requirements or applicable laws.

Misuse, unsafe storage, unauthorised sharing or distribution, disruption to other residents, or failure to comply with these requirements may result in disciplinary action, up to and including termination of the Residence Agreement and eviction.

Residents who are concerned about their own drug use, or the drug use of another resident, are encouraged to speak with UniLodge Management. UniLodge can provide assistance and connect residents with appropriate support services.

### 3.8 ***Eligibility of Residents***

- Be enrolled in a tertiary institution
- All residents must sign a Residence Agreement
- Children are not permitted to reside at Walert House
- Residents must not sub-let the apartment under any circumstances
- Submit all documentation required and requested by reception/staff

### 3.9 ***Furniture, Equipment and Apartment Modifications***

The furniture, fixtures, fittings, equipment and other items provided in the apartments are to be used only for the purpose for which they are intended. Residents are responsible for any damage caused to UniLodge property, apartment fixtures, fittings, furniture, equipment or building infrastructure.
Residents are not permitted to make any alterations, additions, modifications or installations within the apartment, or to any furniture, fixtures, fittings, equipment, plumbing, electrical services, walls, doors, windows, flooring or other building infrastructure, unless a written request has been submitted and written approval has been provided by UniLodge management.

This includes, but is not limited to, the installation or connection of any item to bathroom fixtures, toilets, taps, showers, basins, pipes, water outlets, drains or plumbing services. Residents must not install or connect bidet

sprays, bum-gun cleaners, hose attachments, tap adapters, water filters, portable washing machines, mini washing machines, dishwashers, or any other appliance or device that connects to the building's water supply, drainage system or electrical services without written approval from UniLodge management.
Residents are also not permitted to bring in or install additional appliances or equipment that may impact the safety, amenity, operation or sustainability of the building. This includes, but is not limited to, small refrigerators, freezers, portable washing machines, dryers, cooking appliances, heaters, air conditioners, or any other electrical or water-connected device, unless written approval has been provided by UniLodge management.

Under no circumstances are residents authorised to have any temporary, inflatable or portable bath, pool, spa, water container or similar item in their room, apartment, common areas or anywhere on the property grounds. These items are not permitted due to the risk of flooding, water damage, injury, incident, regulatory requirements, insurance implications, sustainability impacts, and potential disruption to other residents and building services.

Any unauthorised modification, installation, appliance, attachment or equipment may be removed by UniLodge management. Residents may be liable for any costs associated with removal, repairs, contractor attendance, water damage, service disruption, insurance excesses, or damage caused to the apartment, surrounding apartments, common areas or building infrastructure.

**3.10 *Gambling***
Gambling is not permitted on the premises.

**3.11 *Lockouts***
A lockout fee will apply should you lock yourself out of your apartment or the building and require a UniLodge staff member to provide you access. If you have lost your swipe card, you will be issued with a new swipe card – a fee will be charged.

**3.12 *Overnight Guests***
Residents may have a (1) guest stay overnight for a maximum stay of three consecutive nights. Residents must complete a Visitor Form via the QR code at reception or on the back of your door. You will be required to supply your guest's details and the length of their stay.

UniLodge does not provide extra bedding for guests. Residents must accommodate guests within their own bedroom/apartment. If you are residing within a multi-share apartment, your guest must stay within the bedroom and not the common areas within the apartment.

To ensure compliance with fire and safety regulations (and in consideration of the rights of other residents in multi-share apartments), the following process must be followed:

- A Guest Form must be completed by the resident
- A Guest must always be accompanied by a resident
- A Guest must never be given a room key
- A (1) Guest cannot stay more than three consecutive nights

Failure to follow this process will render the resident liable to disciplinary action.
Residents must ensure that their guests comply with the Rules of Residence and reasonable directions given to them by management. If requested to do so by management, a guest must leave the building immediately.

All guests are subject to approval of UniLodge management and can be asked to leave at any time. The guest policy is designed to allow occasional visitors to the building. Guest will be denied if UniLodge management feels a resident is abusing the guest policy by having a guest too often.

### 3.13 ***Visiting Guests***

All residents and guests agree to be bound by the security regulations and abide by these regulations as instructed by management.

- Residents must always carry ID and, if requested, show it to management, security or staff.
- Under no circumstances are residents to loan out their swipe card to anyone.
- Residents are responsible for the behaviour of their guests and must understand that guests are also bound by all the Rules of Residency whilst in the building.
- Residents are responsible for personally letting their guests into the building and out of the building.
- Guests are not to be left unattended in the building or common areas at any time.
- Guests must always be with the resident that they are visiting.

All guests are subject to approval of UniLodge management and can be asked to leave at any time. The guest policy is designed to allow occasional visitors to the building. Guest will be denied if UniLodge management feels a resident is abusing the guest policy by having a guest too often. Failure to follow this process will render the resident liable to disciplinary action.

### 3.14 ***Pets***

Residents are not permitted to bring pets or other non-assistance animals into UniLodge @ RMIT Bundoora – Walert House. This restriction does not apply to an assistance animal recognised under the Disability Discrimination Act 1992. Residents who require an assistance animal must contact UniLodge Management so that appropriate arrangements can be made. Reasonable supporting evidence may be requested. Assistance animals must remain under control and always meet appropriate standards of hygiene and behaviour. This restriction also does not apply to animals approved by UniLodge Management for Residential Life events.

### 3.15 ***Requests by Staff***

Residents must comply with all reasonable requests from UniLodge management and support staff.

### 3.16 ***Smoking***

RMIT is a smoke-free university, including all buildings, land and carparks. At the RMIT Bundoora West campus you can *only* smoke, vape and use electronic cigarettes in the designated smoking zones.

UniLodge @ RMIT Bundoora – Walert House is a smoke-free building which includes the apartments and common areas. As such, any costs resulting from the repair and cleaning of any damage caused through cigarette burns, smoke residue or build-up of nicotine will be charged to the resident responsible, this includes any fines or costs associated with fire alarms that may take place due to use a cigarette, vapes, e-cigarettes, or anything similar by a resident.

### 3.17 ***Noise Complaints***

Residents have the right to a peaceful environment in their apartment and surrounds. All noise must be always kept to an appropriate level, specifically from 10pm onwards Sunday – Thursday, and 11pm onwards Friday - Saturday and will be enforced by UniLodge staff. If you are disturbed by noise, immediately speak to reception during business hours, or the Duty RA on 0429 094 773 after-hours, so the matter can be investigated. All noise complaints are monitored by UniLodge management; repeat offenders will be liable to disciplinary action.

### 3.18 ***Media***

UniLodge reserves the right to use photographs and/or videos taken on the premises and at UniLodge social events for promotional purposes in marketing material. UniLodge reserves the right to ask you to take down any media posts that may depict UniLodge or Walert House in a negative light. If you would like to opt out of allowing UniLodge to use your image for marketing purposes, then please email rmitbundoora@unilodge.com.au and specify that you would like to opt out of your image being used.

**3.19 *Parking***

UniLodge reserves the right to ask non UniLodge staff or Building Contractors to move their car from the parking bays located out the front of the building, inside the bollards. Failure to do so may result in a fine, the car being towed at the expense of the car owner, and/or disciplinary action.

**3.20 *Events***

UniLodge @ RMIT Bundoora – Walert House will not be liable for any injuries, personal property damage or theft, that may occur during attendance at events.

**3.21 *Under 18 Residents***

All under 18 students that become residents at UniLodge @ RMIT Bundoora – Walert House will be responsible for abiding by the rules and regulations outlined throughout this document, in addition to:

- Under 18 residents to complete an Induction session with one of the Manager's at the property and the parent and/or guardian of the resident
- Will not partake in alcohol consumption onsite or be intoxicated or under the influence while onsite
- Will not partake in illegal behaviour onsite
- Will be required to live in a studio standard, accessible, large, extra-large until they have turned 18 years of age. They will then be eligible for any room type.

**3.22 *Laundry Use***

A timer needs to be set when using the washing machines or dryers. Communal facilities need to have a smooth flow of use and traffic through the area to allow all residents access to the area. If residents actions do something. If personal items are left for extended/unknown periods of time in a machine, the contents can/may be moved to the provided baskets in the laundry to allow use of the facilities for other residents.

**3.23 *Personal Items***

UniLodge or RMIT are not responsible nor liable for any personal items that are left in common areas unattended. Residents are responsible for their own items and are recommended to not leave items unattended at any time. For the safety and security of personal items, it is recommended that residents obtain their own personal contents insurance as this is not covered by your staff at UniLodge or RMIT properties.

**3.24 *Damage to items***

Damage to communal use items that are available from UniLodge or RMIT will be charged to the resident/s found responsible. Residents will be charged for the replacement item, and the charge will be placed on their account, and they will be advised.

**3.25 *Mail/Mailboxes***

All mail and parcels are received by reception and can be collected during office hours. If you have a parcel, you will be notified by Walert House staff via email once it is ready for collection from reception. Mail that looks suspicious or does not have the name of an 'in room' resident on the item will not be accepted by staff. Items like these may also be marked as 'return to sender' and be posted back to the original source or may be thrown out if they are suspicious/illegal in nature. If residents would like someone to collect a parcel or mail on their behalf – they must email reception with what they would like to be collected, when it will be collected and the full name of the individual that will be collecting it. Letters and general mail is available to collect in your mailbox which is located inside of the reception door.

**3.26 *Fire Sprinklers and Detectors***

Never cover or attempt to remove the smoke detector in your room as these are connected to the main fire alarm systems and these actions may cause a system fault and or a false alarm. Do not smoke, vape or use an electronic cigarette in the building as these actions may also cause the system to fault or set off a false alarm. In the event of a false alarm that is caused by interference with a smoke detector, Fire Rescue Victoria has it within its powers to levy fines and commence prosecutions (current fines exceed $657 per

fire truck per 15 minutes). You may also be responsible for the cost of repairs to the system that this damage may cause.

**3.27 *Smoke Detectors***

Your apartment has been installed with a smoke alarm. Generally, they are located on the ceiling in the living/bedroom areas. Each one is connected to a 240-volt power supply via your apartment switchboard. If you attempt to tamper, cover or remove your smoke alarm you are liable to be fined more than $657 per fire truck per 15 minutes by Fire Rescue Victoria.