

# Licence to Occupy Fixed Term



This Agreement is made on the Choose an item.day of Choose an item., 2021.

Between:

Foundation Housing Limited (FHL), 297 Vincent Street, Leederville, WA, 6007,

And [Click or tap here to enter text.](#) 'The Resident'.

The parties hereby acknowledge and agree, that this Agreement is a Lodging Agreement and that the Resident is a lodger within the meaning of the term as used in section 5(2)(d) of the Residential Tenancies Act 1987 (WA), with the effect that the Residential Tenancies Act 1987 (WA), does not apply to this Agreement.

## DEFINITIONS

**Areas Reserved to Foundation Housing Limited**, means the areas shaded green on the Plan.

**Building**, means the building or buildings erected on the Premises.

**Chattels**, means all of FHL's fixtures, fittings, furniture, white goods, and other items in the Room and the Premises.

**Common Areas**, means all areas of the Premises other than those shaded in blue or green on the Plan.

**House Rules**, means the House Rules as attached on Schedule 3 of this Agreement and as amended by FHL from time to time.

**Other Residents' Rooms**, means the other rooms within the Premises that are let to other residents from time to time, shaded in blue on the Plan.

**Plan**, means the plan attached on Schedule 1 of this Agreement.

**Premises**, means the entire property shown outlined in red on the Plan.

**Room**, means the room within the Premises allocated to the Resident, shaded in blue and outlined in red on the Plan.

**Utilities Fee**, means the fee payable in respect of the Resident's share of all utilities used in common at the Premises including, where relevant; electricity, gas, and water consumption.

**Schedule 1** – Services provided by FHL;

**Schedule 2** – Resident Handbook;

**Schedule 3** – Lodging Entry Inventory and Room Condition Report.

**WHEREBY IT IS AGREED AS FOLLOWS,**

## 1. AGREEMENT

- 1.1 FHL grants to the Resident, the right to occupy and use the Room, being Room Number [Click or tap here to enter text.](#), at [Choose an item.](#), as shown shaded in blue and outlined in red on the Plan together with the Chattels for residential use by not more than one person.
- 1.2 FHL also grants to the Resident, the right to use the Common Areas in common with other residents, visitors, FHL Staff, and anyone else FHL may permit, in accordance with this Agreement and the House Rules.
- 1.3 This Agreement commences from the [Choose an item.](#) day of [Choose an item.](#), 2021, (the Commencement Date).
- 1.4 The initial Fortnightly Rent is \$[Click or tap here to enter text.](#), which includes an initial Utilities Fee of \$[Click or tap here to enter text.](#), payable in advance on the Commencement Date and then fortnightly in advance thereafter.
  - 1.4.1 Manner of Payment; the resident agrees not to pay their rent or other charges by cash or Cheque.
- 1.5 The rent charged is based on the type of room occupied by the Resident and the Resident's income. The Resident will provide FHL with details of his, or her, income as required by FHL, in order to calculate the rent from time to time. FHL may review the rent charged at any time at its absolute discretion, save that it will not increase the rent more often than six monthly. If the Resident's income reduces at any time, the Resident may request FHL to review the rent charged, at which time FHL will review the rent and inform the Resident of the outcome of that review.
- 1.6 The Utilities Fee is reviewed annually by FHL at the beginning of each financial year. The fee is calculated on the basis of the actual cost of utilities used at the Premises in the previous financial year, divided by the number of rooms within the Premises, divided by 365. This is the daily rate which is then charged to the Resident for each day the Resident occupies the Room.

## 2. TERM OF THE AGREEMENT

- 2.1 This Agreement commences on the Choose an item. Choose an item. 2021 and terminates on Choose an item. Choose an item. 2021.
- 2.1 FHL may from time to time, in its absolute discretion and at any time it determines to be appropriate for whatever reason, transfer the Resident to another room within the Premises, or to another FHL property.

## 3. SECURITY & KEY BOND

- 3.1 The Resident shall deposit with FHL, a Security Bond of \$Click or tap here to enter text. (Being 2 weeks rent), paid in full to secure compliance with this Agreement and to compensate FHL for any breach or default by the Resident in respect of this Agreement. This includes any charges for costs of repairs to the Room, or the Chattels arising out of damage or neglect by the Resident, or for any money owed by the Resident to FHL.
- 3.2 The Resident shall deposit with FHL, a Key Bond of \$50.00, paid in full to secure compliance with this Agreement and to compensate FHL in the event of a lost key(s).
- 3.3 The Resident shall not fail or refuse to pay any money due for rent under this Agreement with the intention that the amount may be recovered by FHL from the Security Bond or Key Bond.

## 4. LODGING ENTRY INVENTORY AND ROOM CONDITION REPORT

- 4.1 The parties agree that the Lodging Entry Inventory and Room Condition Report, provides a true and accurate description of the condition of the Room and any Chattels therein at the Commencement Date.

## 5. USE OF THE PREMISES

- 5.1 The Resident shall only use the Room for dwelling purposes, unless the Resident has first obtained the written consent of FHL to use the room for another purpose.
- 5.2 The Resident shall use the Common Areas in accordance with the House Rules.

## 6. RESIDENT'S GENERAL OBLIGATION

- 6.1 **The Resident must;**
- 6.1.1 Pay fortnightly (two weeks) rent in advance at all times.
- 6.1.2 Keep the Room and the food locker allocated to the Resident, in a clean and tidy condition free from dirt, oils, grease, insects and vermin. FHL has the right to enter and clean the Resident's Room and charge the reasonable cost of this work to the Resident, if the Resident fails to keep the Room reasonably clean and tidy.

- 6.1.3 Keep the Room and Chattels in the same condition as at the Commencement Date, as detailed in the Lodging Entry Inventory and Room Condition Report, fair wear and tear excepted.
  - 6.1.4 Report any damage, or any state of disrepair, or vermin arising in the Room or any Common Areas, as soon as practicable after the Resident has become aware of it. A failure to do so may render the Resident liable for any costs incurred by FHL as a result of such failure.
  - 6.1.5 Pay for any costs associated with damage to the Room, Chattels or Premises caused by the Resident, or his, or her, visitors.
  - 6.1.6 Comply with the House Rules.
- 6.2 **The Resident must not;**
- 6.2.1 Obstruct any heating, cooling, fire alarm or security equipment in the Premises.
  - 6.2.2 Obstruct the Common Areas or emergency exits.
  - 6.2.3 Change any locks or access codes within the Premises, including, but not limited to, the Room door lock, lift access, entry doors on each floor, external doors, windows and food lockers.
  - 6.2.4 Use the Premises for any illegal purpose or a purpose which causes a nuisance.
  - 6.2.5 Keep any animal/pet within or about the Premises, unless prior written permission has been given by FHL.
  - 6.2.6 Purport to assign or part with possession of the Room or any part of the Premises, or purport to grant any Licence to Occupy the whole or any part.
  - 6.2.7 Remove or replace any furniture without the prior written consent of FHL's Lodging Coordinator.

## 7. VISITORS

- 7.1 The Resident may allow visitors into his, or her, Room and the Common Areas in accordance with the House Rules.

## 8. FHL'S OBLIGATIONS

- 8.1 FHL will keep the Building secure at all times and provide the Resident with the means to access the Building including keys and security codes (if any).
- 8.2 FHL has the right to change any or all of the locks and security codes in the Building, including the Resident's Room, at any time for any reason. If FHL changes the locks to any areas the Resident is entitled to access under this Agreement, FHL will supply the Resident with keys to those locks at FHL's cost, unless the locks have been changed because of negligence on the Resident's part, for example lost Room keys, in which case FHL may charge the cost to the Resident.

- 8.3 FHL will keep the Building and Chattels adequately insured during the term of the Agreement. This insurance will not cover the Resident's personal property.
- 8.4 FHL shall bear the costs of all rates, taxes, or charges imposed in respect of the Premises.
- 8.5 FHL will ensure the Room, Common Areas, and Chattels supplied are in a clean and reasonable state of repair at the Commencement Date.
- 8.6 FHL will clean the Common Areas on a regular basis.
- 8.7 FHL will supply the services set out in Schedule 2 of this Agreement. The services may be varied from time to time at the absolute discretion of FHL.

## 9. FHL ACCESS

- 9.1 FHL will retain keys to the Premises and the Room and FHL's employees, agents, contractors, or anyone authorised by FHL to do so, shall have a right to enter the Premises and the Room at any time for any reason, including but not limited to routine maintenance and repair work, emergencies, inspections, welfare checks, safety checks to leave notices and to meet with the Resident or other residents.
- 9.2 FHL is respectful of the Resident's privacy and will endeavour to give the Resident notice before it accesses the Resident's Room, but FHL is not required to give notice.

## 10. COMMON AREAS

- 10.1 The Resident has the right to access and use the Common Areas subject to the House Rules and the use by other residents.
- 10.2 The Resident is responsible for ensuring the Common Areas and gardens are left in a tidy and clean state after use by the Resident or the Resident's visitors.
- 10.3 The Resident has the right to access and use any Common Areas which are set aside for parking vehicles, subject to the House Rules and the use by other residents.

## 11. ALTERATIONS, REPAIRS, AND MAINTENANCE

- 11.1 The Resident shall not make any alterations or additions to the Premises or to any fixture or fitting, or paint the Premises, or drive any nails or screws into or deface any part of the Premises without the prior written consent of FHL.
- 11.2 The Resident shall not undertake or authorise any repairs to the Premises without the prior written consent of FHL.

## 12. TERMINATION

- 12.1 The Resident may terminate this Agreement at any time by giving three (3) days written notice to FHL.
- 12.2 FHL may terminate this Agreement for all or any one of the following reasons:



- 12.2.1 The Resident breaches any of the clauses of this Agreement;
  - 12.2.2 The Room is abandoned by the Resident;
  - 12.2.3 The Resident breaches any of the House Rules;
  - 12.2.4 The Room or Premises is destroyed or becomes unsafe; or
  - 12.2.5 FHL requires vacant possession of the Premises.
- 12.3 With respect to 12.2.1 and 12.2.3 above, the termination will take effect immediately upon FHL providing a written notice of termination to the Resident or upon such other time as specified by FHL in the written notice.
- 12.4 With respect to 12.2.2, the termination will take effect upon the abandonment of the Room.
- 12.5 With respect to 12.2.4 above, the termination will take effect immediately upon FHL providing the Resident with a written notice of termination but FHL will endeavour to give the Resident as much notice as is reasonably possible in the circumstances.
- 12.6 With respect to 12.2.5 above, the termination will take effect no less than 28 days after FHL providing the Resident with a written notice of termination.
- 12.7 The Resident agrees to return all keys to the Premises and the Room to FHL.
- 12.8 The Resident will be liable for rent in respect of the Room until the keys are returned to FHL.
- 12.9 The Resident agrees to vacate the Premises on termination of this Agreement.

## 13. UNCOLLECTED GOODS

- 13.1 Residents are responsible to take their personal belongings with them when they vacate.
- 13.2 Foundation Housing will dispose of any uncollected goods left by residents after 10 working days from the date the room is vacated and any costs associated with packing, storage or transport of goods will be deducted from the resident bond.
- 13.3 Residents evicted due to serious violence will not be allowed to re-enter the lodge to collect belongings and will need to nominate another person to collect.

## 14. DOCUMENTS

- 14.1 By signing this Agreement, the Resident confirms that he/she has received a true copy of this Agreement and the Schedules thereto being;
  - Schedule 1 – Services provided by FHL;
  - Schedule 2 – Resident Handbook;
  - Schedule 3 – Lodging Entry Inventory and Room Condition Report.

## 15. EXECUTED

15.1 Executed by the parties hereto:

**Foundation Housing Limited**

Signature: \_\_\_\_\_

Name: Choose an item.

Position: Lodging Coordinator

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

**The Resident**

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

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