

HOSTEL ACCOMMODATION RULES & CONDITIONS

The Hostel is managed by the Kaimai Real Estate Ltd (Town and Country Rentals) and is a hostel accommodation complex and manages the letting of individual rooms to tenants with shared access to communal facilities.

The parties agree that the following terms and conditions apply to the letting of the room to the tenant.

Tenancy Conditions:

RENT PAYMENTS

Rent payments are to be made by automatic payments direct to Town and Country Rentals Trust account. These can be made on a weekly or fortnightly or monthly basis.

RENT IN ADVANCE

Rent is to be paid in advance at all times on the due date. The option to pay weekly, fortnightly or monthly is available but must be paid in advance also: This means that you pay your rent then live it.

BOND

4 weeks bond is to be paid prior to the commencement of occupation. This bond is lodged with the Department of Building and Housing. This will be refunded to the tenant upon final inspection of the room and the signing of the Bond Refund Form. This will be refunded by direct credit.

In the event a dispute arises over the bond allocation at the end of a tenancy, Town and Country Rentals senior manager, the Owner and the tenant shall mediate to a suitable and agreeable solution / payment option. The tenant may include any other suitable party they feel is necessary to produce a fair & reasonable outcome.

1. Missed Rent:

- a) If rent is missed on the due date the tenant will receive '48 hours Written Notice to Remedy' by email and text to pay the amount due.
- b) If upon the due date the amount owed is not paid the tenant may be served '48 hours Notice to Vacate the Premises'.
- c) If the tenant has not vacated by the vacate date, the tenant will be removed from the property, and served with a trespass order. The tenant may make an appointment with Town and Country Rentals to collect their personal belongings at a suitable time, if not already removed. The lock shall be changed, with the cost added to outstanding rent. This total amount owed will be deducted from the bond.
- d) The property manager, may allow arrears to be paid off in extra weekly payments on top of the normal rent. The arrears must be no more than 1 weeks rent.

2. Quiet Enjoyment / Nuisance:

- a) The tenant shall be given 1 written warning for disruption of quiet enjoyment of other tenants and or neighbours. This means any noise / actions from you / friends / family which impedes other tenant's living standards or ability to feel safe and comfortable in the complex. This also includes verbal noise, stereo & TV noise, vehicle noise, and third party / visitors noise and disruption / loss of use & access for current tenants by the third party and/or visitor.
- b) For a repeat offence the tenant shall be given 48 hours notice to vacate.
- c) Verbal abuse of any tenants, tenants friends and family, trade staff or property manager or their agent, will result in one written formal notice stating one more complaint of that nature or similar will result in the termination of the tenancy immediately and or possible police involvement.
- d) Physical abuse of any tenants, tenants friends and family, trade staff or property manager or their agent, will result in the immediate termination of the individual/s tenancy. Dependant on the severity of the incident, imminent police involvement will occur. 24 hours notice to vacate will be given.

3. Theft:

- a) Any proven case of theft will be reported to the police and will result in termination of the tenancy within 24 hours of the incident being received by either the Police or Town and Country Rentals. This involves theft directly from the house, personal possessions of other tenants and theft from surrounding properties & vehicles.
- b) Town and Country Rentals does not except liability for food / items stolen from rooms, lockable cupboards or other items from cars parked in or adjacent to the house.

4. Cleanliness of Rooms:

- a) The tenant shall keep the room clean and tidy at all times. This includes weekly vacuuming and wiping down of windows and all surfaces.
- b) The tenant must use a mattress protector on the bed between the mattress and sheets.
- c) The tenant is responsible for any damage sustained to walls, desk, windows / door frames, bed & drawers, locks, wardrobe shelves and carpets within the room.
- d) Upon inspection if there is noted damage to the tenants room, written notice will be given to the tenant to rectify the problem within a given time frame, at the tenants cost.
- e) Upon vacating if there is noted damage the tenant will be liable to rectify the problem at their cost. If the tenant declines the damage will be repaired by a tradesman and the cost deducted from the tenants bond.
- f) In the event the repair costs are more than the bond held, debt collection will be sought to recover the outstanding amount. Unpaid accounts will incur late payment fees and collection costs will be place on the tenant.

5. Rubbish:

- a) All PERSONAL rubbish is to be placed in the supplied wheelibins. The bins supplied are for household waste, cooking packaging and general miscellaneous rubbish. These must be placed out on the roadside on every WEDNESDAY evening

for collection early Thursday morning. NOTE: If the bins are over loaded they will not be collected.

- b) In the interest of both Town and Country Rentals and the tenants, rubbish is not to be dumped around the property. This will attract both insects and rodents and will lower the standard of the property.
- c) Any tenant found to be dumping rubbish outside the house or on neighbouring properties, or on Institute grounds will be asked to personally remove this and the police may be contacted as this is a criminal offence.

6. Parking & Vehicles:

- a) There is no allocated parking provided on the property. Visitors are to park OFF the premises, no cars may block a tenant's access to their house. If so the visitor's vehicle will be towed at their expense, if unable to locate the owner to ask for removal.
- b) Town and Country Rentals takes no liability for theft of a tenants vehicle or possession from the vehicle. It is the tenant's responsibility to ensure the vehicle is locked and the appropriate insurance cover is provided.

7. Outdoor Areas:

- a) These areas are to be kept clear of clutter and personal possessions / storage. No interior furnishings are allowed on viewable roadside decking or outdoor areas.
- b) The Landlord will be responsible for mowing the lawns & up keep of gardens. The tenant if desired may grow vegetables in an appropriate garden if suitable. The tenant will be required to maintain the garden and clear it once the tenancy has finished.
- c) There is to be no dumping of rubbish.
- d) There is to be no graffiti, alteration or clearing of gardens without written consent from the landlord, and no erection of signage.
- e) There is to be no mass congregation of persons. Large gatherings of vehicles and the alike will be reported to campus security for dispersal. Noise Control will also be notified if there is excessive noise in these areas.
- f) There is to be NO PARTIES or large gatherings inside or outside the complex.

8. Security Cameras:

- a) The Hostel accommodation has no interior cameras set up.

9. Kitchen Areas:

- a) The kitchen areas are to be kept clean and tidy at all times. Personal dishes are to be cleaned and put away in the appropriate cupboards.
- b) Any breakages are to be reported to Town and Country Rentals immediately for replacement. Depending on the circumstance tenants will be liable for the replacement cost for any negligent use of inventory.
- c) Any maintenance that is required is to be reported immediately to Town and Country Rentals.
- d) No third party or visitor may block access to the kitchen, inventory or other such part for the existing tenants. If this occurs Town and Country Rentals will request the visitor to vacate immediately.

- e) If continued access is denied for the existing tenants the tenant responsible for the third part or visitor will be held in breach of his tenancy agreement, and will receive a formal written notice.
- f) Failure to comply with the above will result in termination of the tenancy pursuant to Rules 2. c).

10. Lounge Areas:

- a) The lounge areas are to be kept clean and tidy at all times. Personal items are to be removed once the area has been left. The tenant is required to reinstate the living area to a satisfactory level for use by other tenants. This may require vacuum cleaning or airing.
- b) Any breakages are to be reported to Town and Country Rentals immediately for replacement. Depending on the circumstance tenants will be liable for the replacement cost for any negligent use of inventory.
- c) Any maintenance that is required is to be reported immediately to Town and Country Rentals.
- d) No third party or visitor may block access to the lounge / living area for the existing tenants. If this occurs Town and Country Rentals will request the visitor to vacate immediately.
- e) If continued access is denied for the existing tenants the tenant responsible for the third part or visitor will be held in breach of his tenancy agreement, and will receive a formal written notice.
- f) Failure to comply with the above will result in termination of the tenancy pursuant to Rules 2. c).

11. Bathroom Areas:

- a) The bathroom is to be kept clean and tidy at all times. Personal items are to be removed once the area has been left. The tenant is required to reinstate the bathroom to a satisfactory level for use by other tenants. This may require wiping down surfaces, flushing the toilet, hanging or removing floor mats and having vanity & toilet clean.
- b) Any breakages are to be reported to Town and Country Rentals immediately for replacement. Depending on the circumstance tenants will be liable for the replacement cost for any negligent use of inventory.
- c) Any maintenance that is required is to be reported immediately to Town and Country Rentals.
- d) No third party or visitor may block access to the bathroom for the existing tenants. If this occurs Town and Country Rentals will request the visitor to vacate immediately.
- e) If continued access is denied for the existing tenants the tenant responsible for the third part or visitor will be held in breach of his tenancy agreement, and will receive a formal written notice.
- f) Failure to comply with the above will result in termination of the tenancy pursuant to Rules 2. c).

12. Illegal & Dangerous Substances:

- a) The house is to be kept free of all illegal and dangerous substances. If notified, Town and Country Rentals will contact the Police for use of illegal substances.

- b) If proven, immediate termination of the tenancy will occur. 24 hours notice to vacate will be given .The tenant will be removed from the property and may make an appointment with Town and Country Rentals to collect their belongings at a suitable time, where Town and Country Rentals will be present.
- c) In the event dangerous substances are brought onto the property, Town and Country Rentals will ask the tenant verbally to remove these items within a given timeframe.
- d) Failure to remove the items within the given timeframe, Town and Country Rentals will serve the tenant with 48 hours to either remove the substance or vacate the room within 48 hours.
- e) If the tenant vacates the room and the substance is left behind, cost of removal will be at the tenants expense.

13. Smoking & Drinking:

- a) The houses are completely smoke free. If you are a smoker you are required to smoke outside of the house and to use a bottle or can or secure ashtray for butts whereby the cigarette butts will not be blown around the property.
- b) Tenants reported to have been or currently smoking inside the house will be given one formal written warning.
- c) For a repeat offence the tenant will be given 72 hours notice to vacate. This is due to the risk of fire.
- d) There is to be no heavy drinking in or around the house.
- e) Your room is your personal space. You may do what you please here provided Rules 2. a) & 12. a) are not contravened.

14. Visitors / Pets / Children:

- a) Visitors are not allowed to stay in the tenants room, lounge or other areas of the house overnight. The tenant is responsible for the actions and behaviour of the visitor. If it is reported that visitors are staying overnight the tenant will be giving a notice of breach and this could lead to termination of tenancy.
- b) As stated above, the visitor may not block access and usage of all services / inventory and parking of the house to an existing tenant. If this occurs the tenant responsible for the third party / visitor will be held responsible, and will receive a formal warning. The visitor is also not allowed to be in the premises in the absence of the tenant (for protection of chattels & other tenants property).
- c) Visitors that refuse to leave the premises will be served with a trespass order from the Police.
- d) There are to be no pets of any kind on the premises.
- e) There are to be no children allowed to stay at the house.
- f) Repeat offences of friends / visitors / family staying and blocking access to facilities will result in the termination of the tenant responsible. 48 hours notice to vacate will be given.

15. Locks & Keys:

- a) The tenant will not remove, alter or add locks to any part of the house. If this occurs, the lock will be removed and the surface reinstated to its original state. The cost of this will be the tenant's responsibility.

- b) If there is damage to the locking system at no fault of the tenants, Town and Country Rentals will replace the lock. If it is found to be the tenants fault due to negligent use, the cost of replacement will be the tenant's responsibility.
- c) Loss of the tenants key will result in a charge for a new key or keys.
- d) Tenants may NOT make duplicates of their key.
- e) Do not ask maintenance / trades people to open your room. They will refuse.
- f) If the tenant locks themselves out of your room, during standard office hours they can ring the Town and Country Rentals Property Manager to request the door be opened for you. This will be done at the Property Managers convenience. If the tenant locks themselves out of their room after hours, or the Property Manager cannot open the door when required, the tenant may call a locksmith to give them access, at the tenants cost.

16. Termination of Tenancy:

- a) The tenant may terminate their occupation (unless on a fixed term) by giving Town and Country Rentals 14 days written notice to vacate. Town and Country Rentals will only accept written notice to terminate and will take the vacate date to be 14 days from the date of the vacate notice being received.
- b) In the event of death, severe injury or incapacitation immediate cancellation of the occupation agreement will occur with all bond monies and over paid rent being paid to parent or guardian or other designated person.
- c) Town and Country Rentals may give 48 hours notice to terminate a tenancy in the event of any of the above or below rules being contravened.
- d) Town and Country Rentals may give notice to Change Rooms. This is in the event of a structural renovation / maintenance. In this instance you would be provided first options on available rooms.
- e) In the event of fire or destruction of the house it is the tenants' responsibility for finding suitable accommodation that they wish to rent. Town and Country Rentals will offer suitable accommodation that is available at the time.
- f) Town and Country Rentals reserves the right to serve the Tenant with 28 days notice to vacate the premises without providing a reason.

17. Access for Property Manager / Owner / Trades people:

- a) The Property Manager and or any other person representing the agent, owners, and trades people will be allowed complete access into the houses living, kitchen and bathrooms areas. Appointments will be made or confirmation given to current tenants of the date and or time of viewing.
- b) The Property Manager and or any other person representing the agent, owners, and trades people will not have access to tenants individual rooms at any time unless in the case of an emergency where imminent danger or death is likely to occur to a tenant / friend or family member of the tenant, or at the tenants request.
- c) The Property Manager and or owners may regularly visit / view the complex to allow prospective tenants to view the inside of the house.
- d) Regular inspection will be held to inspect the house – this includes your room. Please ensure all areas are clean & tidy. You will be notified by post, email and text prior to the inspection. If you are unable to attend please leave a detailed letter of any items that needs addressing.

18. Requesting Room Change / or other:

- a) The tenant may request a room change where they feel an intrusion of privacy, discrimination or any other type of behavior, activity is seriously affecting their way of living.
- b) In the event of misunderstandings, disagreements or disputes between tenants living in the same house, either party shall be given the option of a house change if possible. If this is not accepted by either party and the dispute etc is ongoing both tenants shall either vacate the premises at their own time or shall resolve the dispute and continue their tenancy.
- c) The standard admin fee of \$100 plus gst will apply for all new paperwork at the Property Managers discretion.

19. Electricity / Water

- a) Power is included in the rent. If excessive amounts of power are being used (more than \$450 per month or \$250 for the 2 bedroom cottage). Town and Country Rentals will first investigate whether there are any faults with appliances or the hot water cylinder. If there are no faults found, Town and Country Rentals will determine the average amount of power being used by the household and deduct this from the account. The house will be responsible for payment of the remainder usage.
- b) Water is included in the rent. If excessive amounts of water are being used (more than \$200 for a 3 month period), Town and Country Rentals will first investigate whether there are any leaks at the property. If there are no leaks found, Town and Country Rentals will determine the average amount of power being used by the house hold and deduct this from the account. The house will be responsible for payment of the remainder usage.

Other:

- a) To put nothing down the sink / toilet or drain likely to cause obstruction or damage.
- b) To wrap up and place garbage in the containers provided.
- c) To take special care of the chattels within the premises including furniture, furnishings and appliances and shall not remove them from the premises.
- d) To make no alterations or additions to the premises including erection of any sign and or television antenna with out the written permission of the landlord.
- e) To do no decoration that involves marking, defacing or painting any part of the premises with written consent of the landlord.
- f) To ensure that nothing is done that might prejudice any insurance, which the landlord has in relation to the premises.
- g) The premise is not to be used for any other purpose other than a tenancy situation.
- h) To notify the landlord promptly of any infectious disease, or the presence of rats or similar pests.
- i) To take reasonable precautions against the out break of fire in the premises and notify the landlord immediately in the event of any fire occurring in the premises which does damage to the premises and or furniture, household effects, fixtures, fittings and plants, or exterior of the house.
- j) The tenant is to ensure that their current mobile phone number and email address is provided to the property manager at the beginning of the tenancy. Should the mobile phone number of email change during the tenancy the tenant is responsible for letting the property manager know.

- k) **WARNING – Nothing other than toilet paper is to be flushed down the toilet as the complex is on an electric pump sewage system. This system only fails due to inappropriate use. This means that Sanitary Pads and Tampons must also not be flushed down the toilet.**
- l) It is recommended the tenant takes out personal contents insurance.
- m) The tenant agrees to reimburse the landlord for any reasonable expense or collection costs paid or incurred in recovering, or attempting to recover any payment that is owed under an order of the Tenancy Tribunal.

I.....hereby state that I have read and fully understand the above rules and conditions for the hostel accommodation. I understand that failure to comply with the above rules will result in termination of my tenancy with Town and Country Rentals Ltd in the method stated above.

Address & Room No. Room , 42 Olivine Street, Windermere.....

Signed Tenant:

Signed Agent:

Date: