

W: 4527-78

E: 33670

Room Only Accommodation Agreement

An agreement to rent accommodation

at 54 Hermitage Drive, The Vines, 6069, WA (the premises)

made on 18/ April 20 13

(1) Name of occupant: Willemsen Mathew
Family Name Given Names

(2) Name of occupant: PHONPHIBOUN ANNIE
Family Name Given Names

Name of Accommodation Provider: SMITH Judy & Phil
Family Name Given Names

Address of landlord if not the same as above at 'the premises' 127 Ellen Brook Drive, The Vines, 6069, WA

Accommodation providers contact phone number: 0419250954

The Accommodation Provider Agrees To:

- Pay rates, taxes, telephone rental and maintenance (if the home owner)
- Provide and maintain the premises in good order and condition

Allow the occupant access to and use of the bedroom (as inspected) and: (✓ applicable)

- Kitchen Family Room
- Laundry Bathroom/toilet
- Garage Pool
- Other (describe) All outside areas except the Swimming Pool.

Provide the following additional services at no extra charge: (tick if applicable)

- Breakfast Lunch
- Dinner Ironing
- Laundry Cleaning
- Other (describe) _____

Allow the occupant:

- Privacy and unconditional access to the room and described facilities.

Provide: (✓ appropriate)

Room key : 1 House key: 1 : Garage Key 1

The Occupant (named above) Agrees To Pay:

- Security deposit of \$ 1040 on 18 April 2013 (To be no more than 4 weeks rent)
- Rent of \$ 260 week commencing on 18 April 2013 and each week thereafter.
- The cost of telephone calls made by the occupant (if appropriate)
- Electricity and water charges (Bills split by number of people renting rooms and/or living in house calculated daily and commencing on the 18 April 2013).

**ADDENDUM TO ROOM ACOMODATION AGREEMENT
ADDENDUM "A" CONT**

11. The lodger/s is aware that their personal effects/furniture is to be insured at their own expense and is not covered by the Landlord's insurance policy.
12. The lodger/s must not place pot plants on any carpeted areas. Carpet rot occasioned by water spillage is a contravention of this clause and could require replacement of the carpet at the lodger's expense.
13. The lodger/s is aware that smoking is strictly not permitted inside the property by either themselves or their visitors. Should there be any evidence of smoking inside the home, the lodgers are aware that they will be liable for the cost of repair to any damages and dry cleaning of the curtains if applicable.
14. The lodger/s agrees to use cutting boards at all times and is not to cut anything directly on the bench tops.
15. The lodger/s agrees to remove all rubbish from the property on a weekly basis including garden rubbish. No lawn clippings are to remain on the property. Information is available from your local council regarding the correct rubbish days.
16. The lodger/s agrees to pay Water Consumption bills within seven (7) days of receiving the account and the Owner will pay 20% of the consumption bill.
17. The lodger/s acknowledge the carpet to the premises is in clean vacuumed state at the commencement of this room accommodation and agrees to the Owner arranging the same at the lodgers expense at the expiration of the room accommodation term and/or on such occasion during the term of the room accommodation should the Owner consider the condition of the carpet to warrant such cleaning inclusive of professional carpet cleaning.
18. The lodger/s is aware that pets are not allowed without written permission from the Owner.
19. The lodger/s will not allow a mattress directly on the carpet.
20. The lodger/s is aware that there will be a rent review equal to market value six (6) months after the room accommodation has commenced and every six (6) months thereafter if the room accommodation is continuous for twelve (12) months or longer.

LODGER: ANNIE PHONPHIBOON LODGER: Mathew Willamsen

DATE: 18-4-2013

DATE: 18-4-2013

LODGER: _____

OWNER: 

DATE: _____

DATE: 18-4-2013

**ADDENDUM TO ROOM ACOMODATION AGREEMENT
ADDENDUM "A"**

1. The lodger/s acknowledges having inspected the premises prior to making an application for room accommodation and hereby accepts room accommodation of the premises as found on inspection and as recorded in the Property Condition Report.
2. The lodger/s agrees to pay all rent by the due date at least one (1) week in advance and is aware that failure to do so will result in a "Notice of Termination" being issued.
3. Lodger/s must obtain written permission to change the locks and then must provide the Owner with a duplicate set of keys.
4. The lodger/s must keep the Owner advised of their telephone number and place of employment.
5. The lodger agrees that rent must be paid via direct credit to the Owners nominated bank account.
6. Rooms, particularly bathroom are to sufficiently aired to prevent mould and moisture damage.
7. The lodger/s undertakes to keep the lawns regularly mowed, the lawn edges regularly trimmed and tidy, the garden beds weed free and cultivated, trees, shrubs and bushes pruned and tidy, paths, driveways, paved areas and fence lines weed free and to keep the lawns and gardens watered, fertilised and free from pests and diseases. In the event the Owner is dissatisfied with the gardening standard maintained by the lodger/s then the lodger/s agree to the Owner engaging an outside lawn mowing contractor and/or gardener to attend the premises, the cost of which will be apportioned to lodgers and borne by the lodger/s and added to their regular rent sum.
8. No poster, nails, screws or blue-tack is to be placed on the walls without the Owner's permission.
9. Vehicles are permitted to be parked on the lawn areas but any broken sprinkler heads are required to be fixed at the lodger/s expense.
10. All new oil stains on the driveway, garage and carport shall be professionally cleaned at the lodger's expense when vacating the premises.

LODGER: ANNIE PHUNPHIBOON LODGER: Mathew Willem Sen

DATE: 18-4-2013 DATE: 18-4-2013

LODGER: n/a

OWNER: [Signature]

DATE: _____

DATE: 18-4-2013

The occupant also agrees to:

- Abide by the terms of this agreement until (date agreement ceases) n/a. unless it is broken earlier by a minimum of 2 weeks notice by either party.
- Respect the rights of the accommodation provider by (House Rules):
 - Not damaging the room or the premises
 - Using the room for personal use only
 - Maintaining own bedroom in a reasonably clean and orderly state
 - Paying rent in advance and on time such that it is in the landlords account on time
 - Providing all your own consumables, Tea, Coffee, Toilet Paper, Washing Powder etc
 - Only have one known & trusted person stay over one night per week or 2 nights max
 - Not make unreasonable noise after 9pm
 - Keeping the Kitchen Clean, putting away dirty dishes, not leaving them on the bench
 - Keeping common areas in a reasonably clean and orderly state
 - Limit visitors to a reasonable limited number of visitors
 - No Parties

The Accommodation Provider and occupant each agree:

1. A room inspection report on the premises shall be compiled by the accommodation provider at the beginning of the occupation and signed by both parties.
2. To inspect the premises on the day that the occupant vacates.
3. To provide a minimum of 2 weeks notice for vacating the property.
4. The security deposit (Bond) will be held by the provider. The deposit shall be returned at the end of this agreement, less any costs for any due rent/damages/bills.
5. The premises and the property of other housemates will be treated with appropriate care.
6. Illegal, unlawful or unsociable activities will not be undertaken on the premises.
7. All common areas will be kept in a reasonably clean and orderly state.
8. Excessive noise and other disturbances will not be created.
9. All difficulties in the house will be openly discussed to try and reach a mutually satisfactory resolution.
10. To abide by any other conditions as attached addendum A. (Signed and dated by all parties).
11. Any breach by the lodger in this agreement may result in an instant eviction with 24 hours notice only, at the landlord's discretion.
12. One month's notice of any rent increase must be given to the Lodger before such increase becomes effective.

Signatures:

Occupant (1) Mullhanson Date 18/4/2013

Occupant (2) Line Date 18/4/2013

Accommodation Provider Judy & Phil Smith [Signature] Date 18/4/2013

A copy of the agreement must be provided to all signatories.

**ADDENDUM TO ROOM ACOMODATION AGREEMENT
ADDENDUM "A" CONT**

21. The lodger/s is aware that if any signs of illegal substances or paraphernalia are found at the property, an immediate "Notice of Termination" will be issued.
22. The lodger/s will be responsible for all costs relating to the reading of the water meter upon vacating the premises.
23. The lodger/s agree to notify the Owner in writing not less than twenty one (21) days prior to the expiration of this renewal room accommodation agreement if there is an expiry date as to whether they wish to renew or terminate the room accommodation. The lodger/s also acknowledges and agrees that the premises can be advertised during the period of notice and allows inspections for prospective lodgers to be carried out without prior notice to the current lodger.
24. The lodger/s agrees to report all damage and any state of disrepair to the premises in writing and within three days of the same occurring. Failure to do so will render the lodger liable for all costs incurred by the Owner as a result of such failure to report.
25. Rent shall be calculated up to and including the date that all keys are returned when vacating the premises. Failure to return the keys will result in the locks to the premises being changed at the lodger's expense. The lodger/s also acknowledges that if keys are given back to the lodger to attend to extra cleaning or maintenance of the property, rent will be charged for these days until the keys are returned. A maximum of 48 hours (2 days) is agreed upon.

- Note: yellow carpet stain in master-Bedroom when moved in, need to get cleaned. *[Signature]*

WA O/L 5304728 - Mathew

WA O/L 5692611 - Annie.

LODGER: ANNIE PHUONHIBOUN LODGER: Mathew Willmson

DATE: 18-4-2013

DATE: 18-04-2013

LODGER: _____

OWNER: *[Signature]*

DATE: _____

DATE: 18-4-2013