

GabbaXchange Apartments  
400 Vulture Street

## BUILDING RULES AGREEMENT and CONDITION OF OCCUPANCY

Unit \_\_\_\_\_

### DEFINITIONS -:

For the purposes of this agreement, the terms 'Landlord, Lessor and Tenancy Manager' are defined as the legal owners of 400 Vulture Street and/or any authorised representative or agent acting on behalf of the owners. Residents mean tenants or Lessee.

### IMPORTANT MESSAGE

These House Rules outline the agreed the code of conduct expected from residents who live at GabbaXchange Apartments. They are written in accordance with the Residential Tenancies and Rooming Accommodation Act 2008 and form an integral part of the tenancy agreement which residents agree to be bound by and made aware of.

We will make every effort to ensure you have a safe and happy stay in our residence, however; each resident is expected to read, understand, and comply with the rules.

## General rules:

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### Resident and Guest behaviour

Residents and guests must not interfere with the reasonable peace, comfort and privacy of other residents and neighbours.

**Social gatherings** are permitted only if tenants limit the volume of noise and music to a level that does not interfere with the comfort and enjoyment of fellow residents and neighbours.

**Communal balconies** can be enjoyed by residents as long as the area is kept clean and the noise level does not disturb other residents and neighbours.

**Visitors** are welcome at GabbaXchange Apartments but residents must ensure their guests observe the House Rules and do not disturb the peace, comfort and privacy of other residents or neighbours.

**Violence** of any kind - verbal, racial, sexual, or religious harassment - will not be tolerated. Residents displaying drunk or disorderly behaviour on the premises will be in breach of their tenancy agreement and may be issued with a written warning. Residents are asked to show respect and consideration to all tenants, contractors, and guests on the premises.

**Smoking and Illegal Drugs are not permitted** inside your apartment or in common areas at any time. If the Tenancy Manager believes the resident or a visitor has smoked inside the apartment, the resident will pay for the cost of cleaning all furniture, blinds, and soft furnishings to remove any residual smell. Smoking interferes with the comfort of residents in neighbouring apartments.

If you suspect the use of illegal drugs on the premises please contact the police immediately. In addition please contact the building manager for provision of security footage. Illegal drugs and intoxicated persons are a hazard to residents and property. This building has a zero tolerance policy to antisocial or intoxicated behaviour and offenders will be prosecuted to the extent of the law..

Any **disputes** arising from violation of the building rules should be initially dealt with by speaking with your fellow residents in a polite, civil manner. If the dispute is not resolved, please contact the Tenancy Manager by email and arrange a convenient time for further consultation.

**Residents are responsible for securing personal belongings** inside their apartment. The Tenancy Manager/Lessor bears no responsibility for the theft of items left unsecured in common areas or unlocked apartments. Cleaners may throw away items that are left unattended in common areas. Residents must take all personal belongings when vacating the apartment. The Tenancy Manager will treat abandoned goods in keeping with the requirements of the Residential Tenancies and Rooming Accommodation Act 2008.

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## Security

Whilst security cameras and electronic monitoring are in place, security in this building is only effective if tenants act responsibly.

Close all doors after yourself.

NEVER prop open or obstruct a fire escape smoke door - it is a civil offence that may affect the fire safety of the building.

Don't give out your key fobs.

Respect the rights of all tenants to occupy a secure premises.

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## Maintenance of Apartments

All residents must have a signed General Tenancy Agreement (Form 18a). The number of persons occupying an apartment must not exceed the permitted number stated on the General Tenancy Agreement (Item 15).

Residents must maintain their apartments in a way that does not interfere with the reasonable comfort and enjoyment of other residents, and in a way that does not create a fire or health hazard. Residents must not intentionally or recklessly damage or destroy any part of or items in their unit or in the common areas.

Residents are not permitted to affix items to the walls with sticky tape, masking tape, double sided tape, glue, nails, tacks, or hooks fixed with nails. Residents may use removable adhesive picture hooks (e.g. 3M products) to hang artworks or other items on the walls. Damage to paint work or timber caused by screws, drawing, painting or any other sticky substance will be repaired at the tenant's expense.

Residents are not permitted to hang towels, clothing, or other items over the balcony rails. Each unit contains a clothes line in the shower cubicle which should be used for drying personal items.

All Utilities, fittings and fixtures listed on the inclusions schedule (provided at the start of each tenancy) must remain inside the unit. Residents are prohibited from removing or replacing furniture and appliances. Any items missing at the end of a tenancy period will be replaced at the resident's expense.

Residents are issued with a new mattress protector at the commencement of their tenancy. To maintain mattress hygiene, this protector must remain on the bed except on the occasions it is removed for laundering. If the mattress is found to be stained or damaged due to the resident's failure to replace the mattress protector, the resident must pay for a replacement mattress (\$700.00).

Residents are responsible for replacing or repairing any items of furniture, window glass, window furnishings, mattresses, or electrical appliances if the damage is caused by negligent or destructive behaviour.

Residents must promptly notify the Manager/Lessor of any broken appliances, furniture, or lost security keys. Leaking taps and shower roses, running water in toilets or water leaking from hose fittings to the washing machine or dishwasher must be reported immediately.

## Pets

Pets (including dogs, cats, snakes, fish, guinea pigs, and birds) are not permitted in the units.

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## Parking

No on-site residential parking is provided at GabbaXchange Apartments.

The GabbaXchange falls within the Gabba parking precinct which allows limited street parking and special event restrictions.

All vehicle owners must find their own parking site in the surrounding area. Residents should familiarise themselves with local council parking ([www.brisbane.qld.gov.au](http://www.brisbane.qld.gov.au)) regulations in order to avoid costly fines.

The secured bike storage area is shared by all residents. This is for bikes ONLY. Personal items such as suitcases, furniture items or other miscellaneous rubbish or detritus must not be left in this area and will be disposed of without notice.

Security cameras do monitor traffic in and out of this area, however; the building owners accepts no responsibility for the theft of any unsecured bikes or scooters.

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## Fire Safety

Residents must not interfere with any fire safety equipment such as smoke alarms or fire extinguishers in communal areas or in apartments. Each unit is fitted with a smoke alarm which is cleaned and tested before the commencement of each new tenancy period.

Residents are responsible for cleaning alarm covers and replacing flat or nearly flat batteries for the duration of their tenancy period. The cost of replacing a damaged smoke alarm or refilling a fire extinguisher is \$150.00.

Residents must notify the Tenancy Manager if there is an issue with the alarm inside their unit (apart from batteries).

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## Door locks and pass codes.

Residents are provided with two security fobs and one mailbox key at the commencement of each tenancy period. In the event of theft or loss of either of these items, please contact the Tenancy Manager and request a replacement. Each replacement fob or key will incur a \$20.00 fee. If you require after-hours assistance (8pm - 6am) for access to your apartment, you are required to pay a call-out fee of \$50.00.

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## FAIR USE POLICY

A 'fair use policy' applies to the inclusion of electricity, water and high speed internet. Community Utilities of Electricity, Water, and Internet resulting in a higher quality of services at a lower cost. A fair and reasonable use policy exists for the benefit of all so the service works as intended for everyone.

NOTE: Continued occupancy is contingent upon adherence to fair use policy. Persistent abuses of fair and reasonable use will result in eviction much like belligerent behaviour. SEE INCLUSIONS SCHEDULE for details

Electricity is included in the weekly rent, however; residents are expected to act responsibly by :

- turning off the stove and other small heating appliances after use.
- turning off fans or air-conditioners when not in use.
- turning off all lights when leaving the apartment.

The QLD State Government has recommended setting the temperature to 24 degrees Celsius as the most cost effective level.

Electricity usage is still monitored and separately metered for each apartment

In order to maintain a 'fair use policy' for water usage, tenants are responsible for reporting leaking taps, shower roses, and running toilets to the Tenancy Manager as soon as a problem arises.

Water usage is still monitored and separately metered for each apartment

High speed unlimited ISP Grade Internet connectivity is also included for private use only. Residents are expected to behave reasonably and responsibly. They would be in breach of the fair use policy' in their tenancy agreement if:

- they operate a data heavy business from the apartment or undertake nefarious activity from their connection that may affect others.
- they attempt to interfere with the pre-set configuration of hardware or others.

Internet Data usage is monitored and separately metered for each apartment to monitor fair use and potential abuses.

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## Payment of Rent & Bond Lodgement

All rent payments are subject to the provisions of the Residential Tenancies Authority and Rooming Accommodation Act 2008.

Rent must be kept 2 weeks in advance at all times.

Rent can be paid fortnightly, monthly or all in advance by any of the following methods:

- i. Directly to the appointed agent
- ii. EFTPOS when available
- iii. Credit Card (incurs a surcharge fee of 2.5%)
- iv. Bank transfer Automatic
- v. Direct Debit

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## Rubbish Disposal

Tenants are responsible for removing all rubbish from their unit and disposing of it in the following manner. General rubbish must be securely contained in plastic liners before being placed in the garbage chute located on each unit level. Glass must be disposed of in the recycling bins located on the ground floor near the loading bay (adjacent to the driveway). Do not leave large items such as cardboard packaging, suitcases or unwanted personal belongings near the bin.

## EMERGENCY AND USEFUL NUMBERS

Emergency Repairs/Lock-out Contact - 0408 020 925

Emergency (Police, Ambulance, Fire) – 000

State Emergency Services (SES) – 13 25 00

Drugs and Alcohol – 1800 177 833

Directory Assistance – 1223

Crime Stoppers – 1800 333 000

Tenant's Name: \_\_\_\_\_

Phone: \_\_\_\_\_

In case of emergency, \_\_\_\_\_ contact:

Email: \_\_\_\_\_

Date of commencement : \_\_\_/\_\_\_/\_\_\_

Signed: \_\_\_\_\_  
Tenant

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

Signed \_\_\_\_\_

Landlord  
CJ Bennett Nominees PL or Agent or Representative.....