



Share House Agreement

NOTE: This agreement does not override any rights, obligations or remedies available to any person under the *Residential Tenancies & Rooming Accommodation Act 2008 (Qld)* or equivalent legislation in another State or Territory. If anything in this agreement is inconsistent with a right/obligation under the Act, then that right/obligation will prevail.

This agreement is to begin on _____ and end on _____.

DEFINITIONS

The Premises means _____ (address).

The Flatmates means the people living together in the premises, including head tenant, co-tenants, sub-tenants and approved occupants. The flatmates names are (please print clearly):

“The Act” means the *Residential Tenancies & Rooming Accommodation Act 2008 (Qld)* or the _____
(relevant act in your current State or Territory).



TERMS

The flatmates intend to live at the premises together under: (tick which option applies)

A co-tenancy agreement (all flatmates are on the lease as tenants) dated _____;

Where there is a co-tenancy, please complete:

The landlord's name is _____.

The period of the lease is from _____(date) for a period of _____ months.

The total bond payable to the RTA was \$_____

The flatmates have contributed to the bond payment as follows (list amount each flatmate has paid):

Name:	Amount:
Name:	Amount:
Name:	Amount:
Name:	Amount:
Name:	Amount:

OR



A head/sub-tenancy agreement (where only some of the flatmates are on the lease as tenants, and the other flatmates are sub-tenants or approved occupants) dated _____.

Where there is a sub-tenancy, please complete:

The tenants named on the lease are _____.

The landlord's name is _____.

The period of the lease is from _____ (date) for a period of _____ months.

The period of the sub-lease is from _____ (date) for a period of _____ months.

The total bond payable to the RTA was \$_____.

Was the total bond paid to the RTA by the tenant/s?

Did the sub-tenants/approved occupants pay any bond money to the tenant/s named on the lease?

The flatmates have contributed to the bond payment as follows (list amount each flatmate has paid and to whom):

Name:	Amount:	Paid to:
Name:	Amount:	Paid to:
Name:	Amount:	Paid to:
Name:	Amount:	Paid to:
Name:	Amount:	Paid to:



ALLOCATION OF ROOMS / INDIVIDUAL RENT

There are ____ bedrooms in the premises. The following tenants will live in a bedroom by themselves / share bedroom(s):

Name of flatmate/s	Room (describe)	Rent each person to pay

PAYMENT OF RENT

How is rent to be paid?

When is rent due to be paid to the landlord/agent?

Who is responsible for paying rent to the landlord/agent? _____

Are the flatmates going to set up a joint account to deposit their individual rent payments so that rent can be paid from that amount to the landlord/agent? _____.

If yes, insert account details: _____

Each flatmate shall pay his/her full rent to _____(account/person) on or before the _____ day of each month/ each week.



If failure to pay on time results in a late charge by the landlord/agent, the flatmate(s) who were late paying their rent will pay the late charges.

If a flatmate's rent cheque/deposit is returned for insufficient funds, that flatmate will pay any late charges.

If the landlord/agent requires payment by one cheque/deposit, _____ (designated flatmate) shall be responsible for making that payment, and all rental payments to him/her must be made by the _____ day of the month/ the week (or by the _____ day of the previous month/ week).

UTILITIES

The utility bills for the premises include (check all that apply):

TICK	Service	The account is in this flatmate's name:	Roughly how much is this bill each month?
	Electricity		
	Gas		
	Water		
	Telephone		
	Cable		
	Internet		
	Cleaner		
	Gardening		
	Pool		



All utility costs (including any GST) are to be divided equally among the flatmates unless provided otherwise below. Payment of each person's share must be made promptly in order to avoid late payment charges. Any flatmate(s) whose late payment incurs late payment charges shall pay all such charges.

Special provisions: (insert any special provisions about utilities below)

For example:

The telephone line rental costs will be divided equally among the flatmates, but each flatmate will pay for his/her long distance phone calls. A record of flatmate's long distance phone calls will be recorded as follows

_____.

KEYS

There are __ keys available to the flatmates from the landlord/agent, including:

Number of keys	Keys for:
	Front door
	Front screen door
	Window locks
	Mailbox locks
	Garage lock / automatic opener remote control
	Other:



Each flatmate has the following keys:

Flatmate's name	Keys each flatmate has

All keys and copies must be returned to landlord/agent by move-out date, unless otherwise specified. If there is a guest key made, the flatmate whose guest obtains the key is responsible for returning it to: _____.

___ (#) additional copies were made for the purpose of _____
and will be kept by/in _____.

BATHROOMS

There are ___ bathrooms in the premises. The following tenants will use the following bathroom(s):

Name of flatmate/s	Bathroom (describe)



PARKING

There are ___ spaces available to the flatmates for parking.

The flatmates will park their vehicles as follows:

Name of flatmate	Vehicle details (description / registration)	Where it will be parked

If permits are necessary to park, each flatmate will be responsible for obtaining and paying any fees associated with his/her individual parking permit.

If parking requires cars to block each other from entering or exiting, flatmates will establish an agreeable method with which to move cars as necessary. *(e.g. keys to be left in a central area and flatmates permitted to move each others' cars)*

Details of agreement:

CLEANING and YARDWORK

The flatmates agree to the following definition/level of "cleanliness":



Cleaning duties:

What and where?	How often	Who
Vacuum		
Mop		
Dusting		
Clean bathrooms		
Clean toilets		
Empty rubbish bins		
Mowing		
Weeding		
Watering garden / plants		
Pool maintenance		
Fridge (empty out of date food, clean)		
Oven		
Stove tops		
Microwave		



- All flatmates agree to share the responsibilities of cleaning and maintenance of the premises.
- All flatmates agree to share the cost of cleaning supplies.
- Flatmates have decided to develop a roster, which is attached. It states when each flatmate will complete the cleaning and maintenance jobs.

OR

- The flatmates will work together at a designated time to complete the above jobs.

Further details:

FOOD

- Food expenses shall be shared by all flatmates.

Meals will be prepared by:

OR

- Food is to be bought by each flatmate. There is to be no borrowing of food without prior approval. A separate space will be provided for each person's groceries. Shared meal preparation and clean up is optional.

Do any of the flatmates have special dietary requirements (eg. vegetarian / halal / kosher) that require any special conditions?



NOISE and PRIVACY

All tenants will comply with the requirements of the lease and of local and state law as regards noise.

All tenants agree to respect each other’s need for privacy, quiet time, study time and sleep.

Are flatmates allowed to enter each others’ rooms? YES NO

If yes, any conditions: _____

Flatmates agree that they will not play loud music or tv after _____ pm at night on Friday and Saturday nights and _____ pm at night on other days.

During study week and exam times, tenants agree to respect quiet hours from _____ to _____.

Flatmates agree to the following definition/level of “quiet”:

PERSONAL PROPERTY

All flatmates agree to refrain from borrowing flatmate’s personal items without prior approval. Exceptions to this should be clearly stated, with the flatmates reserving the right to change their minds about the sharing of their items.

Property that is borrowed will be used respectfully and returned in the same condition within an agreed timeframe. If damage is done to personal property, the flatmate responsible for damage will be held liable.

DAMAGE

Each flatmate shall pay for repair of all damage caused by him/her, or any of his/her guests.

At the end of the lease, all flatmates will participate in cleaning the premises for inspection. Any flatmate who does not participate hereby agrees to pay _____ of his/her share of the returned deposit, to be divided among the tenants who did the cleanup work.



Regardless of cleanup participation, each flatmate shall bear the full cost of any deduction from the deposit for cleanup costs attributable to him/her individually.

GUESTS

All guests are expected to comply with the requirements of the lease, and of local and state law, where applicable.

Do flatmates need to ask approval of other flatmates if they wish to have guests stay overnight? YES NO

If yes, any conditions: _____

E.g.

- *Overnight guests shall be limited to _____ night(s) per week.*
- *Overnight guests must stay in the flatmate's room, and not sleep in common areas of the house.*

SMOKING

Is smoking allowed on the premises? YES NO

If yes, any conditions: _____

E.g. Smoking only allowed outside the house.

DRINKING ALCOHOL

Is alcohol allowed on the premises? YES NO

If yes, any conditions: _____

E.g. Consumption of alcohol shall be limited to the following areas / days / times:



PETS

Pets are only allowed on the premises by written consent of the landlord/agent.

Are pets allowed on the premises? YES NO

If yes, any conditions: _____

E.g.

If a flatmate wishes to have a pet on the premises, consent is also required by all flatmates.

If pets are allowed on the premises, each pet owner shall be responsible for all damages cause by his/her pet. This includes damage to furniture, carpeting, blinds, doors, lawn, and garden. The pet owner shall reimburse monies withheld from the bond, or paid by flatmates, for such damage, including costs incurred by the landlord/agent for caring for abandoned pet(s).

OTHER MATTERS

Flatmates may also wish to make agreements about the following matters (*insert any additional agreements about any other matters below*):

Security

Phone Messages

Mail

Parties/Entertaining

Other:



WANTING TO LEAVE

- ⇒ A flatmate who wants to leave before the lease expires should, with the possible assistance of the other flatmates, find a replacement. The remaining flatmates cannot unreasonably reject a potential replacement.
- ⇒ The replacement should fill out an application form for the real estate agent and be approved in writing by the agent/lessor. The replacement can then either replace the departing flatmate on the lease or can just be an approved occupant (sub-tenant). The departing flatmate is only responsible for rent etc. until the replacement is accepted and the swap takes place.
- ⇒ An exit report will be obtained and completed by the flatmates before the departing flatmate leaves. This doesn't have to be given to the agent but everyone should keep a copy. If the departing flatmate has caused some damage or cleaning is required, a quote for cleaning/repair will be obtained and the cost taken out of the flatmate's bond share.
- ⇒ The departing flatmate should then receive the balance of their share of the bond, which will come from the incoming replacement. This money should only be exchanged after a Form 6 (change of bond arrangement in shared tenancy) has been completed. The Form 6 should be submitted to the RTA and a copy kept.

AT THE CONCLUSION OF THE LEASE

At the conclusion of the lease, flatmates will bear the full cost of any deduction from the bond for cleanup or repair costs attributable to him/her individually. Any common costs will be split amongst the flatmates evenly. The remaining balance of the bond will be divided according to the flatmates' original contributions.

STUDENT CONFLICT SUPPORT SERVICE

Flatmates agree to approach the SCSS to assist with managing any unresolved flatmate conflicts. Any flatmate may initiate this process. All flatmates agree to make a good faith effort to discuss/obtain a resolution prior to taking any action.



SIGNATURES

Name of Party	Signature of Party	Date
Name of Party	Signature of Party	Date
Name of Party	Signature of Party	Date
Name of Party	Signature of Party	Date
Name of Party	Signature of Party	Date
Name of SCS Officer	Signature of SCS Officer	Date
Name of SCS Supervisor	Signature of SCS Supervisor	Date

Original copy of this agreement will be maintained by _____
and kept in _____.