



# Comodo Homes Occupancy Agreement

A common law contract bound by the Competition and Consumer Act 2010

Between:

Proprietor:	Comodo Homes PTY LTD
WhatsApp:	+61 1800 710 355
Email:	Admin@comodohomes.com
Resident(s) full name:	
Mobile number(s):	
WhatsApp number(s):	

For:

Room:	Address:

## AGREEMENT TERMS

### 1. Provision of the Premises

Comodo Homes PTY LTD agrees to provide and maintain the premises so that it is clean, quiet, and secure, from the commencement date of \_\_\_\_\_ to the termination date.

### 2. Minimum Stay

A minimum stay period of \_\_\_\_ weeks applies. If the resident vacates before the minimum stay period, the resident agrees to pay a 2-week break fee.

### 3. Occupancy Fees, Fee increases, Receipts, and Payment Records

The occupancy fee (rent) of \_\_\_\_\_ is charged on a per-week basis (e.g. Monday to Sunday). For partial weeks, rent is pro-rated on a per-day basis (weekly rate ÷ 7 × days stayed). Rent must be paid a minimum one week in advance, by the first day of every rental week.

All payments can be made at <https://www.comodohomes.com/pay>, or via bank transfer;

**Name:** Comodo Homes PTY LTD

**BSB:** 062 692

**Account:** 7910 2507

**Reference/description:** Resident's name

The rent will not change for 13 weeks from the commencement date. The resident(s) is entitled to 4 weeks' written notice prior to any change in the occupancy fee.

Bank transfers and online card payments are receipts within themselves. Cash payments (if any) will be provided with an immediate message receipt as proof of payment. Occupancy Ledgers/payment records will be provided within 3 business days of the request being made.

### 4. Security Deposit

A \_\_\_\_ week security deposit of \$\_\_\_\_\_ is to be paid when moving in. The security deposit will be repaid to the resident (or authorised representative) within 3 business days after moving out, minus:

- Rent owing,
- Cost of repairs for damage caused by the resident(s) or their guest(s),
- Cleaning fees for the room/common area occupied by the resident and not left clean, and
- Early termination break fee (if applicable).

### 5. Utilities, cleaning supplies, and additional furniture

All utility and internet charges are included in the occupancy fee. Cleaning supplies, and additional furniture may be requested, and within reason may be provided.

## 6. Premise Rules

- a) Residents must keep their rooms and common areas used clean and tidy.
- b) Noise must be kept to a reasonable level, particularly after 10pm, to ensure all residents can enjoy quiet use of the premises.
- c) Smoking inside is strictly prohibited. Smoking can be done outside, and cigarette waste disposed of in a bin. Illegal drugs/narcotics are strictly prohibited.
- d) Permanent alterations such as painting, drilling, or installing screws are not permitted without written approval.
- e) Heaters and air-conditioning units are not allowed without written permission. Heated blankets and fans are permitted.
- f) Lights and appliances are to be switched off when not in use.
- g) Dryer lint filters must be emptied before every use to ensure clothes are dried properly, and reduce fire risk.

## 7. Inspections and Access

Comodo Homes PTY LTD staff or delegate may inspect, repair, or clean common areas at any reasonable time. Comodo Homes PTY LTD staff or delegate may only enter the resident's room with permission, or with notice as per below.

Reason for Access	Notice Period
In an emergency, or for emergency repairs	Immediate access
To carry out repairs or show the room to a prospective resident once notice for vacation has been given	6 hours
Routine inspection	1 Week

## 8. Termination

This agreement continues until terminated. The rent is still to be paid after termination notice is given. If the room is vacated before the required notice, **the rent will still be charged until the last day of notice required.** This agreement can be terminated by either party by providing **written** notice as per below.

Reason for Termination by Proprietor	Notice Period
Violence/threats of violence Wilfully causing damage to the premises Using premises for an illegal purpose Breach of Agreement or house rules, after written warning	Immediate
Non-payment of the rent	1 week
Any other reason, including 'no grounds' termination	2 weeks

Reason for Termination by Resident	Notice Period
No grounds/Any other reason	2 weeks

Name: \_\_\_\_\_  
*On behalf of Comodo Homes PTY LTD*

Name: \_\_\_\_\_  
*Resident(s)*

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

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

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

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