

# UTS HOUSING RULES

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## UTS HOUSING RULES

### 1. GENERAL

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- 1.1 These rules will be known collectively as the “UTS Housing Rules” and are made pursuant to Delegation 4.14 of the UTS Standing Delegations of Authority made by the UTS Council pursuant to s17 of the University of Technology, Sydney Act 1989 (NSW).
- 1.2 These UTS Housing Rules and any amendment to these UTS Housing Rules will take effect on the day on which they are published on the UTS Housing website.
- 1.3 The UTS Housing Rules apply to all Occupiers of the UTS Housing Student Residences and their Guests.
- 1.4 The UTS Housing Rules are incorporated into and form part of the Licence Agreement between UTS and an Occupier. A breach of the UTS Housing Rules is a breach of this Licence Agreement.
- 1.5 The UTS Housing Rules must be read together with the Licence Agreement and the UTS Housing Handbook.
- 1.6 An Occupier is responsible for familiarising him/herself with the UTS Housing Rules and UTS Housing Handbook.
- 1.7 A breach of the UTS Housing Rules is considered an act of misconduct and will be dealt with in accordance with the disciplinary procedures set out in Rule 11. In addition to any action taken under Rule 11, an Occupier, as a student of UTS will at all times be subject to the UTS Student Rules and therefore subject to any penalties that may also be imposed for breach of the UTS Student Rules.
- 1.8 The UTS Housing Rules and UTS Housing Handbook may be amended from time to time.

### 2. DEFINITIONS AND INTERPRETATION

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#### 2.1 Definitions

In these UTS Housing Rules:

**Access Device/s** means an access mechanism or control device, including a UTS Student Security Identification (student ID), swipe card, code, temporary access card, and/or other key issued to an Occupier by UTS or UTS Housing, to enable access to, in or about the Student Residences and/or Student Residence garages/car parks.

**Apartment** means an apartment in a UTS owned Student Residence and where applicable, UTS managed privately owned accommodation.

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**Guest** means a person visiting a Student Residence who is not an Occupier or UTS staff member, UTS contractor or Security entering UTS Housing in their official capacity.

**Licence Agreement** means the licence agreement between the Occupier and UTS for accommodation in the Student Residences.

**Licence Fee** means the fee payable by an Occupier under the Licence Agreement.

**Misconduct** has the same meaning as that term in the Student Rules.

**Occupier** means a UTS student with active and ongoing enrolment in subjects or time based study for the teaching period/s to which the Licence Agreement applies, or such other person approved in writing by the Director, Student Services Unit, who has entered into a Licence Agreement with UTS.

**Residential Life Staff** means UTS Housing staff administering the UTS Housing Rules together with other UTS Housing staff, and who provide pastoral care services to Occupiers.

**Residential Life Supervisor** means the UTS Housing staff member responsible for supervising the Residential Life Staff.

**Room** means an Occupier's bedroom.

**Rule** means a UTS Housing Rule.

**Security** means the UTS Security Services.

**Student Residence/s** means the UTS student residences located at:

- (a) 161 Broadway, NSW 2007 described as Gumal Ngurang;
- (b) 702 - 730 Harris St, Ultimo, NSW 2007 described as Yura Mudang;
- (c) 23 – 27 Mountains St, Ultimo, NSW 2007 described as Bulga Ngurra;
- (d) 10 – 12 Boundary St, Darlington, NSW 2008 described as Geegal; and
- (e) 4 Blackfriars St, Chippendale, NSW 2008 described as Blackfriars.

**Studio** means a studio apartment in a Student Residence.

**Sublicence** means to permit or allow a person, other than the Occupier to enjoy the rights granted to that Occupier under the Licence Agreement, whether temporarily or otherwise (unplanned Guest excepted).

**UTS** means the University of Technology Sydney.

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**UTS Council** means the governing authority of UTS established under the University of Technology Sydney Act 1989 (NSW).

**UTS Housing** means the UTS housing service which provides accommodation and related support services to Occupiers in the Student Residences and which assists with accommodation needs of prospective UTS students.

**UTS Housing Handbook** means the UTS Housing handbook applying to the Student Residences and provided to each Occupier upon execution of a Licence Agreement.

### 3. GENERAL CONDUCT OF OCCUPIERS

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3.1 An Occupier must not, or permit a Guest to, engage in any conduct or activity, in or about any Student Residence, that:

- (a) may pose a threat to the health or safety of persons or to self,
- (b) is anti-social and/or interferes with the rights or wellbeing of others (eg; physical violence, verbal abuse, any form of harassment or vilification, obscene or harassing telephone calls, emails, social media, blogs, posters, banners, images etc.);
- (c) causes loss of, or damage to property; or
- (d) breaches any provision of the Licence Agreement, or any rule, policy or regulation of UTS or any applicable law or regulation.

#### *Noise and Disturbance*

3.2 An Occupier must not make, or permit their Guests to make, any disturbing noise or other nuisance whilst in or about the Student Residences (including in or about the immediate adjacent public areas) that is likely to interfere with the peaceful enjoyment of others, including neighbours of the Student Residences.

3.3 Occupiers and Guests must observe the specific quiet hours, curfews, or temporary restrictions established by UTS Housing

#### *Privacy*

3.4 An Occupier must not for any reason make or permit their Guests to make, or attempt, or permit their Guests to attempt to make or use audio and/or visual recording (e.g. videoing, photographing) of other Occupiers or Guests or UTS staff or Security without having first obtained their specific permission.

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### 4. SECURITY AND SAFETY

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#### *Identification*

- 4.1 For security and safety reasons, whilst on Student Residences' premises, Occupiers must always carry their UTS student ID cards and Guests must carry a valid ID, such as a driver's licence or passport. Upon request by Security, UTS Housing staff or other UTS staff, such ID must be produced.

#### *Following reasonable directions*

- 4.2 An Occupier must follow the reasonable direction of UTS staff and Security.

#### *Notify Absence from Student Residence*

- 4.3 If an Occupier is going to be absent from the Student Residence for any reason for more than 48 hours, he or she must notify and leave an emergency contact number with one other Occupier in their Student Residence and UTS Housing staff, in case UTS Housing and/or the Occupier's family need to contact him or her urgently during this time.

#### *Access devices and Locks*

- 4.4 All Access Devices to a Student Residence or in or about a Student Residence or garage remain the property of UTS and must be returned (excluding the UTS student ID), in person, by the Occupier to the UTS Housing office or Security (for after hours) on expiry or termination of the Licence Agreement.
- 4.5 If an Occupier fails to hand in their Access Device in accordance with Rule 4.4, UTS Housing may impose a fine on the Occupier.
- 4.6 An Occupier must not:
- (a) use or take possession of an Access Device that is not their own Access Device;
  - (b) allow any other person, including any other Occupier, to use their Access Device;
  - (c) duplicate, tamper with, or alter an Access Device in any way;
  - (d) attempt to use their Access Device to access an Apartment/Studio or Room door of other Occupiers;
  - (e) remove, tamper with, change, install, replace, tape or jam any locks, window restrictors or door closers or
  - (f) obstruct, keep unlocked or prop open any doors (including external doors).
- 4.7 An Occupier must immediately report lost or stolen Access Devices to the other Occupiers of the Apartment and to the UTS Housing, or, if after hours, to Security so that safety measures

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can be put in place.

- 4.8 Occupiers must cooperate with any audit of locks and Access Devices carried out by UTS Housing or Security.

### *Entry to Student Residences, Apartments, Studios and Rooms*

- 4.9 Occupiers must not enter any other Apartment, Studio or Room without consultation with the relevant Occupier(s).
- 4.10 Subject to Rule 9.4, Occupiers must not permit use of, or Sublicense their Apartment, Room or Studio to any other person without the prior written approval of UTS Housing. Occupiers must only enter a Student Residence, Apartment, Studio or Room via the main entry doors.
- 4.11 To ensure the safety of all within the Student Residence, each Occupier is expected to ensure that no person follows them into the Student Residence without authority to do so. Occupiers must immediately report any instance of unauthorised access or attempted unauthorised access or any suspicious activity to UTS Housing or Security.
- 4.12 Occupiers must not attempt to enter or access any closed or restricted access common areas or facilities within the Student Residences.

## **5. FIRE EQUIPMENT AND SAFETY**

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- 5.1 Occupiers must familiarise themselves with the evacuation procedures which are posted on the official noticeboards within each Student Residence and/or on the back of each Apartment/ Studio door.
- 5.2 In the event of a fire alarm, all Occupiers and Guests must follow the UTS Housing evacuation procedures.
- 5.3 Occupiers are strictly prohibited from:
- (a) activating, without reasonable cause the fire alarm systems;
  - (b) damaging, covering or tampering with fire safety equipment; or
  - (c) discharging fire safety equipment, except for discharging in the case of fire or the reasonable threat of a fire being present.
- 5.4 Occupiers must ensure Guests do not tamper with or misuse fire safety equipment including covering, removing or deliberate deactivation of smoke detectors and alarms.
- 5.5 An Occupier must pay the costs associated with the:

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- (a) deliberate, negligent or careless activation of fire safety equipment by an Occupier or an Occupier's Guest; and/or
  - (b) replacement, reinstatement or repair of fire safety equipment resulting from the misuse of fire safety equipment by an Occupier or an Occupier's Guest; and/or
  - (c) call out of Security or NSW Fire and Rescue and/ or fire safety contractors as a result of the conduct set out in Rules 5.5(a) and 5.5(b) above.
- 5.6 For safety and security reasons, Occupiers must not prop open at any time, external, vestibule or fire escape doors.
- 5.7 Where it is indicated that a fire escape door is for use in case of an emergency only, an Occupier must not use that fire escape door for any purpose other than for escape from fire or threat of fire. An exception to this Rule is use of the fire escape doors:
- (a) leading from and to Apartment 210, in Gumal Ngurang;
  - (b) between levels 2-9 in Gumal Ngurang;
  - (c) in Bulga Ngurra, between each level; and
  - (d) between levels 8 to 21 in Yura Mudang.

## 6. HEALTH AND SAFETY

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### *Prohibited items and products*

- 6.1 For health and/or safety reasons, Occupiers must not for any reason have or permit a Guest to have the following items and/or products into the Student Residences:
- (a) toxic or flammable materials and chemicals, including solvent-based cleaning products, petrol, kerosene and the like;
  - (b) open-flame devices, including candles, fireworks, incense burners and smoking devices including shisha pipes;
  - (c) torchière-style halogen lamps and ultraviolet tanning lamps;
  - (d) refrigerators, air-conditioners or heaters and other electrical appliances other than those installed or approved in writing by UTS Housing;
  - (e) electric blankets;
  - (f) projectile devices, weapons, including replica weapons;



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- (g) barbeques or cooking devices except as approved in writing by UTS Housing; or
- (h) any other items that may pose a health and/or safety risk to Occupiers, Guests UTS staff or any other person in or about the Student Residences.

### *Appliances in Student Residences*

- 6.2 Occupiers must only bring and use small appliances (such as hair grooming appliances, CD players, fans) into the Student Residences that are safe and energy efficient and approved by UTS Housing. If required by UTS Housing, an Occupier must have his or her appliance Portable Appliance Tested/ Electrical Tag and Tested at the Occupier's cost.
- 6.3 In the event of a fire or other damage caused by an Occupier's use of any appliance, item or substance, the Occupier must pay the cost of attendance by NSW Fire and Rescue as well as the costs of any damage whatsoever and any other financial loss incurred by UTS as a result of the incident.

### *No Smoking*

- 6.4 Occupiers and Guests must not smoke in any internal or outdoor areas of the Student Residences (including all common areas, balconies, internal and external thoroughfares and stairwells) unless the area has been designated as a smoking area by UTS Housing. If an Occupier or an Occupier's Guest breaches this Rule 6.4, the Occupier may incur a fine or cleaning costs in addition to any other penalty under Rule 12.4.

### *Communicable diseases*

- 6.5 An Occupier must immediately notify UTS Housing of any communicable disease, such as tuberculosis (TB), hepatitis A, B & C, meningococcal, tuberculosis measles, chicken pox, bird flu or swine flu.

## **7. HEALTH AND HYGIENE**

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### *Clean, hygienic and tidy*

- 7.1 An Occupier must ensure that he or she keeps his or her Room, Apartment or Studio clean, tidy and habitable at all times and that the Occupier adopts personal hygiene habits that are generally considered fair and reasonable in a shared living context.
- 7.2 An Occupier must:
- (a) store food in appropriate containers or wrappings to minimise odours and pest infestations;
  - (b) sort and recycle material appropriately and dispose of garbage promptly without letting it accumulate in the Room, Apartment or Studio; and

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- (c) when required, remove personal items in the shower recess, lounge, kitchen bench tops and sink to allow for cleaning by UTS Housing cleaners.

### 7.3 An Occupier must not:

- (a) put anything down any sink, toilet or drain likely to cause damage or obstruction; e.g. paper towel, sanitary napkins, condoms etc.;
- (b) bring additional furniture or furnishings in to the Student Residence without the prior approval of UTS Housing as all unauthorised furniture and/or furnishings will be removed from the Student Residence at the Occupier's expense; or
- (c) hang clothing, sheets, towels, rugs, laundry or other items on or from balconies or windows.

### *Pests and Infestations*

7.4 An Occupier must immediately notify UTS Housing via the on-line maintenance portal of any pest infestations (e.g. ants, cockroaches, fleas, bedbugs, lice,) and infestation of bed bugs must be followed up with UTS Housing for urgent attention.

7.5 An Occupier must pay the cost of special cleaning and pest control for any pest infestation resulting from the Occupier's use of the Student Residence (eg; poor hygiene, leaving spoiled food items in cupboards, fridge, poor sanitation or garbage disposal in an Apartment, Studio or Room).

### *General maintenance issues*

7.6 An Occupier must not damage, or intentionally or negligently cause or permit any damage to the furniture, furnishings, walls, tiles, surfaces, appliances or items provided by UTS Housing to any part of the Student Residences.

7.7 An Occupier must immediately notify UTS Housing of any loss, damage, hazard or defect that poses a health or safety risk (eg; gas leaks, exposed wires, blocked or overflowing toilets, broken windows or water pipes, fire) to UTS Housing or Security.

7.8 An Occupier must notify UTS Housing of all maintenance issues and/or requests in a timely manner to ensure that no further damage occurs to the Student Residence, the Occupier's property or to the Occupier.

## **8. USE OF FACILITIES**

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### 8.1 An Occupier must not:

- (a) attempt to scale, climb or access restricted/fenced-off areas;
- (b) obstruct the authorised use of areas by any person;

## UTS HOUSING RULES

- (c) misuse, cause any damage to, or deface any structure; or
- (d) use language or behave in a manner likely to cause offence to other Occupiers or their Guests; or.
- (e) remove any furniture, fixture, fittings or other items belonging to UTS.

### *Common Areas – general*

- 8.2 After using common areas, an Occupier must reinstate all furniture to their original position and remove and dispose of any rubbish.
- 8.3 An Occupier must ensure that his or her Guests do not behave in a manner likely to interfere with the peaceful enjoyment of other Occupiers or Guests using the common areas.

### *Lifts*

- 8.4 For safety reasons, Occupiers and Guests must comply with lift loading capacity specifications as stated inside the lift, and, if requested to do so, follow the directions of UTS Housing or Security regarding use of UTS Housing lifts.
- 8.5 Occupiers and Guests must not deface or cause damage to the UTS Housing lifts.

### *Use of Study and Computer Labs*

- 8.6 The study and computer labs are deemed to be quiet areas for the purposes of study. Only Occupiers and UTS staff are permitted to use the study labs. Occupiers must not:
  - (a) permit their Guests to use the study labs;
  - (b) consume or take food or drinks into the study lab (bottled water excepted);
  - (c) download movies or use any site requiring a large bandwidth;
  - (d) download, view or store obscene or offensive material;
  - (e) attempt repairs or modifications on equipment or software;
  - (f) use mobile phones or other devices that disturb or annoy other Occupiers;
  - (g) connect unauthorised equipment to any UTS computer or network; or
  - (h) use more than one computer at a time.

### *Use of Theatre and Music Room (Yura Mudang)*

- 8.7 Occupiers must not:

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- (a) consume food or drinks in either area unless it is a UTS Housing authorised event; or
- (b) remove or tamper with any equipment or instruments.

### *Sport and Recreational Equipment*

- 8.8 Occupiers must not store their bicycles in areas other than those areas designated for bicycles and must not ride or store bicycles within any Room, Apartment or Studio, common area, or affix a bicycle to any Student Residence building fixture / supports.
- 8.9 Occupiers must not use sport and recreational equipment, such as skateboards, rollerblades, frisbees, balls, hockey sticks and the like, (other than equipment supplied by the UTS for use in the Student Residence common rooms) within any area of the Student Residences including Rooms, Apartments or Studios, common areas, lifts or hallways and public access points (driveways, thoroughfares).

### *Vehicles and parking spaces*

- 8.10 Occupiers entitled under a Licence Agreement to occupy a car space within a Student Residence must not permit use of, or Sublicense that car space to any other person without the prior written approval of the UTS Housing.
- 8.11 Occupiers' and Guests' vehicles are prohibited from all areas of the Student Residences except car parks and ancillary driveways.

### *Use of Student Residences for business purposes*

- 8.12 Occupiers must not use any part of a Student Residence, or a Student Residence address or telephone number for business purposes, including, for tutoring UTS or non-UTS students, without the prior written approval of UTS Housing.

### *Solicitation, sales and promotion*

- 8.13 An Occupier or Guest must not solicit, sell or promote any good or service within Student Residences, without the prior written approval of UTS Housing.

### *Proselytising*

- 8.14 Occupiers or Guests must not proselytise or engage in intrusive religious recruitment activities in the Student Residences.

### *Signs and Banners*

- 8.15 Occupiers or Guests must not post signs, posters, notices or any other type of publication on Student Residence noticeboards or hang banners, flags and signs from, or posted on, internal or external walls, balconies or other surfaces without the approval of UTS Housing.

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### *Damage to lawns, plants*

8.16 Occupiers or Guests must not sit on, climb or jump over any safety barriers, garden beds, fencing or walls or damage any lawn, garden, tree, shrub plant or flower within the Student Residences

## **9. GUESTS, SOCIAL GATHERINGS AND ALCOHOL**

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### *Guests*

9.1 Subject to Rule 9.4, an Occupier must obtain UTS Housing approval for all overnight Guests. The Occupier may be subject to the payment of a fine for any unauthorised overnight Guests.

9.2 Prior to applying to UTS Housing Service for approval of an overnight Guest, the Occupier must first obtain the consent of the other Occupiers of the Apartment. (See procedures set out in the UTS Housing Handbook)

9.3 An Occupier must not have:

- (a) more than 1 overnight Guest per visit;
- (b) overnight Guests for more than 20 nights per semester (includes an unplanned overnight Guest);
- (c) a Guest stay for more than 5 consecutive nights, including by being the Guest of another Occupier consecutively within the Student Residences;
- (d) overnight Guests during the 2 weeks prior to the commencement of each semester, the week prior to a final examination period or during an official examination period;
- (e) more than 5 non-overnight Guests visiting the Student Residence daily;
- (f) a non- overnight Guest admitted to a Student Residence after midnight;
- (g) subject to clause 9.4, a non-overnight Guest in a Student Resident between 1am and 7am; or
- (h) Guests who have been prohibited from entering any UTS Student Residence.

9.4 An Occupier arriving with one Guest after midnight will be deemed to have an unplanned overnight Guest and on such occasion the Occupier and the Guest will be required to sign in on entry to the Student Residence.

9.5 An Occupier must not have an unplanned overnight Guest on more than three occasions in one semester.

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- 9.6 The Occupier must ensure that an overnight Guest resides in the Occupier's Room and does not sleep in the common areas or in any other part of the Occupier's Apartment or the Student Residence.
- 9.7 The Occupier must remove extra bedding used to accommodate a Guest from the Room/Apartment/Studio after use.
- 9.8 Occupiers must ensure their Guests comply with the UTS Housing Rules while in or about the Student Residence and do not cause any disturbance, damage or loss to UTS or Occupiers' property. Occupiers must ensure that their Guests do not spend extended periods of time without their host Occupier in the common areas of the Student Residences.

### *Social Gatherings*

- 9.9 Occupiers hosting a social gathering in the common areas of the Student Residences must ensure that a minimum of 80% of the persons attending are Occupiers.
- 9.10 The maximum number of Occupiers and Guests in an Apartment, Room or Studio must not exceed 15 persons at any time.
- 9.11 A social gathering attended by more than 15 Occupiers and Guests must be held in the common areas of a Student Residence (and not within an Apartment, Studio or Room).
- 9.12 An Occupier must obtain the prior written approval of UTS Housing at least 3 working days prior to the event, for social gatherings of 15 or more persons.
- 9.13 Occupiers must comply with UTS Housing caps on:
  - (a) the total number of Occupiers and Guests at social gatherings,
  - (b) the total number of social gatherings permitted on the same day and/or at the same time, as specified in the UTS Housing Handbook.
- 9.14 Occupiers are not permitted exclusive use of common areas or facilities for private social gatherings.
- 9.15 Occupiers must not promote, or make public, unauthorised social gatherings on social media.
- 9.16 Occupiers hosting social gatherings must clean up, remove and dispose of any rubbish at the end of the social gathering and reinstate all furniture to its original position.
- 9.17 Occupiers must comply with the directions of UTS Housing staff or Security regarding noise levels and the behaviour of Occupiers and Guests at social gatherings.
- 9.18 Social gatherings must not be held during UTS examination periods.

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### *Alcohol*

9.19 Occupiers and Guests must not:

- (a) take or consume alcohol in the common areas of the Student Residences from 10pm to 7am unless authorised by UTS Housing;
- (b) engage in binge or excessive alcohol consumption within the Student Residence;
- (c) engage in drinking games and competitions which encourage excessive alcohol consumption;
- (d) walk between Apartments or Studios with open alcoholic drinks;
- (e) serve or possess large quantities of alcohol;
- (f) consume alcohol if less than 18 years of age; or
- (g) provide alcohol to anyone who is less than 18 years of age.

9.20 Occupiers must comply with alcohol free zones or alcohol free periods introduced by UTS Housing from time to time;

9.21 Occupiers must ensure that non-alcoholic drinks are made available at all social gatherings, parties, events and functions.

## **10. NO ANIMALS OR PETS**

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10.1 The Occupier must not bring any animals or pets of any kind on to any part of the UTS Student Residences (other than registered assistance dogs) unless otherwise approved in writing by the Manager, UTS Housing.

10.2 An Occupier will notify UTS Housing if the Occupier or a Guest needs to bring a registered assistance dog on to UTS Housing premises.

## **11. APPROVALS**

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11.1 An “approval” under these Rules includes a consent or authorisation.

11.2 If an approval from UTS Housing is required under a Rule, the request for approval must be in writing and addressed to UTS Housing via email at [housing.service@uts.edu.au](mailto:housing.service@uts.edu.au).

## **12. BREACH OF THE RULES AND PENALTIES**

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12.1 Rule 12 sets out the penalties that may apply for breaches of the UTS Housing Rules. For the purpose of these UTS Housing Rules, “Breach” means a breach of the Licence Agreement

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including the UTS Housing Rules. The examples of Breaches below are a guide as to the penalties for specific cases of Breaches and the circumstances in which specific penalties are appropriate. The scale of penalties is not intended to be prescriptive and the Manager, UTS Housing or nominee may need to adjust the penalty in individual cases according to the circumstances of a particular case. The penalties are generally graded according to severity.

12.2 A Breach of UTS Housing Rules may constitute Misconduct under the UTS Student Rules and be referred to the Director, Governance Support Unit to be dealt with under the UTS Student Rules.

12.3 One or more of the following penalties may apply for a Breach of the UTS Housing Rules.

	<b>Penalty</b>	<b>Example of Breaches</b>
<b>1.</b>	Immediate termination of the Licence Agreement and permanent exclusion from UTS Housing.	<ul style="list-style-type: none"> <li>• Participating in, or permitting illegal activity.</li> <li>• Intentionally endangering or threatening the life of another person or oneself.</li> <li>• Misusing with or tampering with fire safety equipment</li> <li>• Serious acts of vandalism to UTS property.</li> <li>• Acts of violence.</li> <li>• Bringing UTS, including UTS Housing, into disrepute.</li> </ul>
<b>2.</b>	Immediate termination of Licence Agreement and exclusion from UTS Housing for a specified period of time This may include prohibition on entering any UTS Housing property.	<ul style="list-style-type: none"> <li>• Giving the Occupier's Access Device to another person and/or allowing another person to occupy the Occupier's Apartment or Room without authorisation from UTS Housing.</li> <li>• Serious inappropriate behaviour, such as serious harassment, vilification or threats of violence.</li> <li>• Acts of vandalism to UTS property.</li> <li>• Throwing of objects or any substance from the UTS properties</li> <li>• Accessing restricted or prohibited areas of UTS Housing.</li> <li>• Repeated noise, disturbance and/or annoyance of other Occupiers or neighbours of the Student Residences.</li> <li>• Repeated incidents involving an Occupier where there has been previous warning/s or penalties imposed.</li> <li>• Following the issue of a final written warning. For serious Breaches, a final written warning may be issued to an Occupier at any time without that Occupier having received any previous warnings.</li> <li>• Failure to pay the Licence Fee in accordance with the Licence Agreement.</li> <li>• Exclusion or suspension from UTS.</li> </ul>



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		<ul style="list-style-type: none"> <li>• Ceasing to be an Occupier as defined under these UTS Housing Rules.</li> </ul>
3.	Relocation to another room in the same or in other UTS Housing or external accommodation.	<ul style="list-style-type: none"> <li>• Inappropriate behaviour such as harassment, discrimination, threats of violence.</li> <li>• irreconcilable flatmate dispute including in circumstances where the dispute does not constitute a Breach under these UTS Housing Rules.</li> <li>• Three or more written warnings.</li> </ul>
4.	Costs	<ul style="list-style-type: none"> <li>• Deliberate or false activation of a fire alarm or damage to fire safety equipment including replacement, reinstatement or repair.</li> <li>• Replacement cost for damage to property.</li> <li>• Restitution for reasonable costs incurred in lengthy inquiries and consultation or support for the aggrieved parties.</li> </ul>
5.	<p>Fines</p> <p>Up to \$350.00 per Breach except for Sublicensing which attracts a fine of up to \$100 per day for each day that the Occupier Sublicenses his or her Premises. See definition of "Sublicense" on page 2</p>	<ul style="list-style-type: none"> <li>• Breach of any Rule</li> </ul>
6.	Suspension of privileges such as hosting a Guest or social gatherings.	<ul style="list-style-type: none"> <li>• Breach of the Guest rule.</li> <li>• Breach of noise and social gatherings rules.</li> <li>• Binge drinking.</li> </ul>
7.	Decline re-application or not extend the term of the Occupier's Licence Agreement	<ul style="list-style-type: none"> <li>• One or more written warnings.</li> <li>• History of Licence Fees going into arrears on more than 2 occasions, or beyond 4 weeks in arrears on any one occasion.</li> <li>• Bringing UTS, including UTS Housing, into disrepute.</li> </ul>
8.	Cancellation of future Licence Agreement reservations	<ul style="list-style-type: none"> <li>• Breach that attracts either penalty 1 or penalty 2 above.</li> <li>• Bringing UTS, including UTS Housing, into disrepute.</li> </ul>
9.	Written Warning	<ul style="list-style-type: none"> <li>• Noise, disturbance and annoyance.</li> </ul>

## UTS HOUSING RULES

		<ul style="list-style-type: none"><li>• Disruptive or unacceptable behaviour that has caused annoyance or disturbance to other Occupiers.</li><li>• Having unregistered guests present in the Occupiers room.</li><li>• Bringing animals, other than registered assistance dogs, into UTS Housing.</li><li>• Breach of the smoking prohibition.</li><li>• Breach of Guest Rule.</li><li>• Bringing UTS, including UTS Housing, into disrepute.</li><li>• For serious or repeated Breaches, a final written warning</li><li>• may be issued to an Occupier at any time without that Occupier having received any previous warnings.</li></ul>
10.	Temporary cancellation of Access Device	<ul style="list-style-type: none"><li>• Failure to respond to a direction to meet with UTS Housing staff.</li></ul>

### 13. ALLEGATIONS AND REPORTS OF BREACHES

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#### ***Matters referred to Residential Life Staff and/or Residential Life Supervisor***

- 13.1 If an Occupier or staff member becomes aware of a Breach, the matter must be reported to UTS Housing .
- 13.2 The Residential Life Staff or the Residential Life Supervisor will review the alleged Breach and in consultation will consider all the information provided and determine if further action is required.
- 13.3 If the Residential Life Staff and/or Residential Life Supervisor determine that further action is required, they may contact the relevant Occupier/s to:
- (a) remind the Occupier/s of the Rules; and/or
  - (b) direct the Occupier/s to attend a meeting at UTS Housing with either the Residential Life Staff member or Residential Life Supervisor, if necessary.
- 13.4 Subject to Rule 13.3, after taking into consideration the Occupier's response to the allegation of the Breach, the Manager, UTS Housing or nominee, acting reasonably, may direct that Occupier to attend UTS Student Services (health and counselling services). A report from the UTS Health Counselling Service may be used by the Occupier as evidence of mitigating circumstances regarding the Breach.

## UTS HOUSING RULES

13.5 As a result of a meeting with the Occupier/s pursuant to Rule 13.3(b) and subject to Rule 13.4, the Residential Life Staff and/or Residential Life Supervisor will:

- (a) dismiss the reported Breach; or
- (b) direct the Occupier/s to provide a written response to the reported Breach; and/or
- (c) make further inquiries; and/or
- (d) inform the Occupier/s in writing of the penalty.

13.6 Subject to Rule 13.4, upon receipt and consideration of any further relevant information and/or the Occupier/s written response received pursuant to Rule 13.5(b), the Residential Life Staff or Residential Life Supervisor will:

- (a) dismiss the reported Breach; and/or
- (b) inform the Occupier, in writing, of the penalty and the appeal procedures.

13.7 If the Occupier/s fails to respond to UTS Housing communication(s) or fails to attend a meeting, the Residential Life Staff or Residential Life Supervisor will make a decision on the reported Breach based on the available information.

### ***Serious Matters under penalties 1 and 2 referred to the Manager, UTS Housing.***

13.8 If a Breach falling under penalties 1 and 2 is referred to the Manager, UTS Housing or nominee, he or she will make inquiries to determine if further action is required. If the Manager UTS Housing or nominee determines that further action is required, he or she will contact the relevant Occupier/s to:

- (a) inform them of the existence of a reported Breach; or
- (b) direct the Occupier/s to attend a meeting with the Manager, UTS Housing or nominee at a specified date and time; and
- (c) advise the Occupier that they may be accompanied to the meeting by a support person (other than a legal representative).

13.9 As a result of the meeting with the Occupier pursuant to Rule 13.8(b), the Manager, UTS Housing or nominee will:

- (a) dismiss the reported Breach;
- (b) direct Occupier to provide further information and/or a written response to the reported Breach; and/or

## UTS HOUSING RULES

- (c) in matters concerning allegations of sexual misconduct, the matter will be referred to the Director, Governance Support Unit, for consideration in student misconduct proceedings under the UTS Student Rules.
- (d) make further inquiries; and/or
- (e) inform the Occupier/s, in writing, of the penalty and appeal procedures.

13.10 Upon receipt and consideration of any further relevant information and/or the Occupier/s written response received pursuant to Rule 13.8(b), the Manager, UTS Housing or nominee will:

- (a) dismiss the reported Breach; and/or
- (b) inform the Occupier/s, in writing, of the penalty and the appeal procedures.

13.11 If the Occupier fails to respond to UTS Housing communication(s) or fails to attend a meeting, the Manager, UTS Housing (or nominee) will make a decision on the reported Breach based on the available information.

## 14. APPEALS AGAINST PENALTIES

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14.1 An Occupier may lodge a written appeal ("Appeal") against the decision of the Manager, UTS Housing or nominee with the Director, Student Services Unit if penalties (1) and (2) apply.

14.2 An Occupier may lodge a written appeal ("Appeal") against the decision of the Residential Life Staff or the Residential Life Supervisor with the Manager, UTS Housing or nominee for penalties if penalties (3) to (10) apply.

14.3 An Occupier must lodge the Appeal within 48 hours of electronic issuance of written notice of a decision.

14.4 The Appeal must set out the Occupier's grounds for appeal.

### ***Appeal to Manager, UTS Housing (penalties (3) to (10))***

14.5 No later than 5 working days after receiving an Appeal, the Manager, UTS Housing or nominee, in consultation with the Residential Life Supervisor/Residential life staff, will consider the Occupier's Appeal and will:

- (a) uphold or dismiss part or all of the Appeal; or
- (b) affirm, vary or nullify a penalty in accordance with the decision reached under Rule 12.3(a).

14.6 A decision by the Manager, UTS Housing under Rule 12.3 is final.

## UTS HOUSING RULES

14.7 The Manager, UTS Housing or nominee will advise the Occupier in writing of his or her decision with reasons as soon as practicable after making their decision.

### ***Appeal to Director, Student Services Unit (penalties (1) and (2))***

14.8 On receipt of an Appeal, the Director, Student Services Unit may decide at that point to uphold the Appeal or to convene an Appeals Committee as soon as practical to make a decision on the Appeal.

14.9 If an Appeals Committee is convened, the Appeals Committee will consist of the Director, Student Services Unit, a UTS staff member, and one other person from the UTS community, appointed by the Director, Student Services Unit, none of whom have personally made the allegation of Breach, or had input into the decision on the penalty.

14.10 The Appeals Committee may seek any further information and/or details from the Occupier or the Manager, UTS Housing or nominee as it see fit.

14.11 The Appeals Committee may convene further meetings with the Occupier, Manager, UTS Housing or other involved parties, if required.

14.12 The outcome of the Appeals Committee will be based on the majority decision. The Director, Student Services Unit will notify the Occupier in writing of the outcome of the Appeal as soon as practicable, but in any event, within five working days of the Appeal decision.

14.13 During the Appeal process, the Occupier may be permitted to remain in UTS Housing pending the outcome of the Appeal process. In some circumstances, and at the discretion of the Manager, UTS Housing, it may be necessary for one or more of the parties concerned to be asked to leave UTS Housing or change rooms for the benefit of others. UTS Housing will provide assistance, if requested, in seeking alternative accommodation.