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# tenant information **House rules and**

## House Rules & Tenant Information

In order to live harmoniously within a community such as the Student Village, certain rules and guidelines are necessary for the quiet enjoyment of all tenants. Please ensure you are familiar with the following House Rules. It is your responsibility to ensure your behaviour has a positive impact on your fellow housemates, neighbouring units, the entire Student Village, and the community at large. Where the House Rules directly relate to the Residential Tenancies Accommodation Act 2008, the Section Number is referenced beside in brackets. Where the House Rules directly relate to the Residential Tenancies and Rooming Regulations 2009, the Schedule Number is referenced in brackets. Please be advised that this document was current at the time of printing. Management has the right to make fair and reasonable changes to the current document within the legislative guidelines.

For further information, please refer to our website www.studentvillage.com.au

# Abandoned/Discarded belongings (RTA S363)

Please remove all your belongings at the end of your tenancy (including garage and common areas). No responsibility will be taken for any goods remaining once you have departed. Tenants are advised that they may be charged for storage and/or disposal of discarded, abandoned, or unauthorised items. Refer to Fees & Charges.

# Abusive and/or aggressive behaviour (RTA S253)

Every tenant has the right to experience a safe, private, secure, and comfortable living environment. Abusive and/or aggressive behaviour by tenants or their guests, whether it be verbal, cyber, emotional and/or physical in nature, toward fellow housemates, tenants, staff, guests and/or contractors will not be tolerated. After hours, our security contractor may enter your unit if abusive/aggressive behaviour or risk to safety is suspected. Tenants are advised that their Rooming Accommodation Agreement (R18) may be immediately terminated and possible prosecution by the law may result if such behaviour occurs.

The Residential Tenancies and Rooming Accommodation Act 2008 S253 (c) states:

A resident in rental premises has the following obligations:

(c) Not to interfere with, and to ensure the resident's guests do not interfere with, the reasonable peace, comfort or privacy of another resident or another resident's appropriate use of the other resident's room or common areas.

### Alcohol/ Drugs & Unlawful substances

The Student Village promotes the responsible consumption of alcohol for tenants over the age of 18. Excessive consumption of alcohol is not permitted. Distilling of beer and/or alcoholic beverages is strictly forbidden. Possession and/or use of illegal drugs or any substance of which the possession is forbidden by the Law, may result in the tenant and/or visitors or guests of the tenant being reported immediately to the police and possible eviction.

### **Applications**

It is at the discretion of Student Village Management to refuse any person deemed unsuitable for living in the Student Village. An applicant's behaviour will be taken into account when considering applications, with consideration given to the wellbeing of other tenants.

### **Arrivals**

As the Student Village is shared accommodation there may be times where a new tenant moves into your unit late at night, early morning or on weekends. In cases of outside of office hours arrivals, our contracted security firm will arrange access for the new tenant.

The Student Village House Rules forms part of your Rooming Accommodation Agreement. You must read this document, and once understood, sign your Rooming Accommodation Agreement agreeing to abide by the terms and conditions.

### Bond

A bond equivalent to four weeks rent is required and held by the Residential Tenancies Authority for the term of your agreement.

### Care of property - damage

Any expenses arising out of damage of Student Village property may be charged to the tenant and/or prosecution by the law. Tenants will be held financially responsible for damage by guests. Damage may include, but is not limited to, putting foreign objects such as foods, oils etc. down sinks/toilets, over filling baths causing flooding, sleeping directly on mattresses without a protector or sheets, not opening/closing blinds correctly causing damage etc.

### Carpet cleaning (RTA 253)

Your carpet has been professionally cleaned in preparation for your arrival. At the end of your tenancy, you must leave the unit and inclusions, as far as possible, in the same condition they were in at the start of the rooming accommodation agreement, fair wear and tear excepted. This includes cleaning of the carpet to a professional standard. Please contact the office if you need a recommendation for a professional cleaner or to have them organise your carpet clean on departure.

### Cleaning

Cleaning of rooms and common areas are the responsibility of all tenants. A cleaning service can be arranged (fees apply). Please contact the office for further details.

We strongly encourage you to set up a cleaning roster with fellow tenants of the common areas of your unit including (but not limited to) cleaning of the bathroom, kitchen (including cleaning the fridge/freezer/microwave), cleaning floors and removing rubbish.

To ensure that units are always kept to an acceptable standard, excessively untidy and/or dirty units may be brought back to an acceptable standard immediately by our cleaning department at the expense of the tenants. Charges also apply for misuse of items such as stovetops, benchtops, microwaves etc.

All tenants of the unit will be held responsible for excessive loss and/or breakages/misuse of crockery and cutlery outside normal fair wear and tear. Each 3 bedroom villa has a 4 place setting and each 4 and 5 bedroom townhouse has a 6 place setting. Please bring damaged/broken items to the office for replacement.

### **Common Areas**

Common (shared) areas in each unit include the kitchen (including fridge, freezer, microwave, oven, and stovetop), lounge, dining area, bathrooms, toilet/s, laundry, garage, hallways, balconies, patio and entry/exit areas of the unit (including the immediate area outside the unit). These areas must be kept clean. Failure to do so may result in a cleaning charge. Please refer to Fees & Charges.

### Cultural diversity, sensitivity and tolerance

Australia is a multicultural country. It prides itself on its record of achievement in integrating people from all parts of the world. Australia commits to the rights of all people to enjoy equal rights and be treated with equal respect regardless of race, colour, creed, or gender. To ensure this commitment is maintained, intolerance will not be accepted. Complaints must be made in writing (email <a href="mailto:office@studentvillage.com.au">office@studentvillage.com.au</a>) or handed in to the office. All complaints will be reviewed and assessed confidentially with a priority shown to the complainants' welfare.

### Departures (RTA 308 and 327)

It is a requirement, as per the Rooming and Accommodation Act, that tenants provide a minimum 7 days' written notice to the Student Village by submitting a Notice of Intention to Leave (R13). The R13 is available at the office or on the RTA website.

On departure, your room/unit will be inspected. A Departure Inspection Checklist is available at the office. For additional details refer to the Arrivals & Departures page on our website. The Student Village can assist with your departure cleaning.

If you require assistance with your departure clean, please contact the office for details (fees apply).

Should the room/unit not meet our standards on departure, a cleaning fee may be charged/taken from your bond to bring it back to an acceptable standard.

### Dispute Resolution/Complaints

We are all individuals with different likes, dislikes, and opinions and at times problems may arise. Sometimes these can be difficult to manage on your own. In the first instance, please discuss any issues respectfully and amicably with your fellow tenants. Management will only step in if specifically requested and/or if the comfort and/or safety of others are being significantly compromised. Complaints to Management must be in writing (email office@studentvillage.com.au). If issues are life threatening, please call the Police on 000 (triple zero).

To avoid issues, get to know your fellow tenants so you all have a great experience at the Student Village. Having consideration for another tenant, respecting their space and privacy, ensuring common areas are kept clean and tidy and respecting sleep and study habits of other tenants minimises disputes.

### Emergency (ambulance, police, fire)

000 (triple zero) or 112 (from a mobile device) is the number to call for Ambulance, Police, Fire.

### **Emergency evacuation**

Please be familiar with evacuation procedures as posted on the back of each bedroom door as well as in the common area of each unit. In the event of a fire or emergency, Emergency Services should be contacted by dialling 000 (triple zero). Management or their afterhours Security provider should be then immediately notified when it is safe to do so. All tenants should assemble on the vacant land on the West Street side of the Community Hall to the south of the visitor's car park. Fire extinguishers & fire blankets are only to be used in case of an emergency when it is deemed safe to do so. Assembly area signage is located on the fence on West Street

# Emergency - Fire blankets & Smoke detectors

In case of a fire, fire blankets are fitted in all units in the kitchen area. Fire blankets should be used in accordance with the instructions on the front of the pack. Do not remove or tamper with the fire blanket. Deliberate tampering/removal will result in a charge from \$100.

Smoke detectors are fitted in all units and are hard wired. If the smoke detector beeps, please report to the office immediately. Deliberate removal of batteries or damage will incur a minimum \$50 charge and Remedy to Breach notice.

# Existing medical and/or physical conditions in the case of an emergency

To assist in the case of an emergency, please advise us of any existing medical and/or physical conditions, along with an action plan and a list of medications you are required to take. Under the Privacy Act, all information is held in the strictest of confidence and only divulged to medical personnel in the case of an emergency. Please also ensure your emergency contact details are up to date.

Where there is grave concern for the health or wellbeing of a tenant, Management may contact the next of kin nominated as per their application.

### **Extra Personal Belongings**

Without the prior written consent of Management, no large items of furniture such as (but not limited to) beds, mattresses, fridges, fans, heaters, air conditioning/air cooler units, washing machines, dryers, lounges, armchairs, TVs etc. are allowed. All other personal belongings such as (but not limited to) car parts, sporting equipment, luggage etc) located in common areas (including garage) MUST be labelled with your name and unit/room number. Charges may be incurred for removal of Student Village furnishings where consent has not been given.

### Fees & Charges

The following charges will be invoiced when an item has been damaged, or a chargeable service has been provided.

Item	Price
After hours arrival (not pre-arranged)	\$50.00
Afterhours departure (not pre- arranged)	\$50.00
Afterhours call out fee by Security for unauthorised guest and/or noise	From \$55
Blind repair &/or replacement due to misuse	Repair from \$40. Replacement from \$280
Cancellation of reservation	\$100 more than 2 weeks' notice \$200 less than 2 weeks' notice
Carpet cleaning	From \$40 per room
Cleaning	From \$59 per hour per cleaner
Cookware replacement	From \$30
Crockery & Cutlery replacement	From \$3 per item

Desk chairs replacement	From \$115
Dining chair replacement	From \$85
Dining Table replacement	From \$200
Electrical Item replacement – large	From \$500
Electrical item replacement – small	From \$20
Fire blanket replacement	From \$100
Fly screen replacement	From \$60 per screen
General Repairs	From \$60 per hour + materials
Keys – rekey unit	From \$100 per room
	From \$295 per unit
Keys – replacement (single)	From \$25 per key
Lockouts	From \$55 (higher on public
	holidays/Sundays)
Lounge cleaning	From \$80 per seat
Lounge reupholstery	From \$450 (2 seater) & \$550 (3 seater)
Mattress cover replacement	From \$30
Mattress replacement	From \$165
Microwave plate replacement	From \$80
Painting	From \$80 per hour
Range hood replacement	From \$150
Room Transfer (without valid reason)	\$50
Rubbish Removal	From \$90 per hour
Smoke detector battery replacement	From \$50
Smoke detector replacement	From \$250
Storage fees for abandoned or goods left behind	\$10 per week
Structural Repairs (e.g., walls, tiles, frame)	From \$80 per hour + materials
SV signage replacement	From \$5
Trade repairs e.g., Electrician,	Callouts from \$100
Plumber	+ repair costs
TV remote replacement	From \$45
TV replacement	From \$250
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Where it cannot be determined who is responsible for damage, missing items or uncleanliness, Student Village office staff will usually divide all applicable charges between all tenants of the unit. Invoices for fees and charges are to be paid within 7 days.

If you have an issue with any charges (e.g., for replacements, malicious damage etc.) you have received, we request that you put your queries in writing to the Student Village office via email office@studentvillage.com.au within 14 days of the charge.

### Financial hardship

If you are having financial difficulties, please contact the office before matters get out of hand. In many instances, options may be available e.g., transfer to a cheaper room, payment plan or assistance may be available for USQ students.

### Harassment

Laws within Australia clearly outline that harassment is an unwelcome behaviour and may result in prosecution for more serious offences. Harassment may be verbal, written, physical, sexual and/or racist and/or gender related in nature. Any form of harassment is strictly prohibited.

### **Heaters & Air Conditioners**

Due to safety reasons, personal heaters and air conditioners/air coolers of any type are prohibited. Warm clothes should be worn during winter months. An inbuilt gas heater is provided in each unit. To prevent fire, no object should be within 2 metres of the gas heater. This includes, but is not limited to, lounges, dining chairs and clothes airers. If Management or staff enter a unit which has a heater turned on, with no tenants at home, the heater will be turned off and/or disconnected.

### Immediate eviction (RTA 370)

Under the Residential Tenancies and Rooming Accommodation Act 2008 (S370), immediate eviction may arise if Management believes the following has occurred:

- The tenant uses his/her room, unit or common area for an illegal purpose.
- b) The tenant or guest of a resident has intentionally or recklessly:
  - destroyed or seriously damaged a part of the Student Village or a facility in the Student Village; and/or
  - endangered another person in the Student Village; and/or
  - significantly interfered with the reasonable peace, comfort or privacy of another tenant or another tenant's appropriate use of the other tenant's room or common areas.

A tenant's behaviour will be taken into consideration when considering termination of an agreement, with consideration given to the well-being of other tenants.

### Inspections

Inspections are conducted as per the RTA legislative requirements, during office hours. Please ensure the unit is clean, neat, and tidy and all Student Village property is returned to where it belongs to avoid any charges being incurred. Power will be shut off temporarily for testing of safety switches (usually less than 1 minute).

### Insurance

Management strongly advises that tenants obtain their own contents insurance and vehicle insurance to cover personal property and any damage caused to Student Village property from vehicles.

### Items for sale

Please contact the office or visit our website for available items.

### **Keys and Lockouts**

Please ensure you <u>always</u> keep your room key on you to avoid locking yourself out of your room, unit and/or USQ gate. Lockouts at any time of the day or night <u>will</u> incur a minimum lockout charge of \$55 per lockout (higher on public holidays/Sundays).

As a security measure, Student Village administration, cleaners and maintenance staff will always lock rooms and units when they are finished cleaning/maintaining/inspecting rooms or units. Lockout fees will still be incurred in this instance and will incur a minimum charge of \$55 per lockout.

If you are locked out after hours, please use the afterhours security phone located on the external wall of the Student Village office or dial 4690 0001 from your mobile. You are required to remain at your unit whilst waiting for security to attend and photo identification is mandatory for Security to sight prior to tenants gaining entrance to their room/unit.

If you lose/damage your key, please advise Management immediately. Fees may apply.

### Laundry

An onsite laundry is available 24 hours a day. Clothes lines and airers (available for purchase) only are to be used for drying clothes outside. Clothes must not be dried on eaves, balcony railings, trees etc.

### Mail collection

Australia Post delivers mail to the office Monday through to Friday excluding Public Holidays and over the Christmas/New Year break. Australia Post will supply a slip for large items and parcels to notify you to pick up your parcels from the USQ Post Office. Mail is unable to be held if you are no longer a tenant of the Student Village.

### Maintenance

The Student Village employs maintenance staff, as well as engaging specialist contractors to conduct repairs and preventative maintenance.

Please report any maintenance issues to our staff via the office, email or by lodging a maintenance request via our website. Urgent situations such as loss of power, floods or safety hazards should be reported immediately to the office during office hours, or security when the office is closed.

If maintenance/repairs/replacements are required in common areas that are not classed as fair wear and tear, and responsibility is not claimed by a tenant, costs will be equally shared across all tenants at the time of the damage.

### Noise (RTA S253)

10.00pm is the cut-off time for all noise interfering with the peace and quiet of other tenants. After hours noise can be reported to security by calling 4690 0001 or using the security phone outside the office. The informant's details shall be kept confidential and will not be disclosed to the tenant involved. Fees may be applicable to the tenant involved for attendance by security. Please refer to Fees & Charges.

Particular attention should be paid to noise around examination periods. Headphones should be used for all use of stereos and sound equipment when listening to loud music, tv etc.

### Operating as a business/garage sale

The Student Village is located on private property. As such, no business is to be conducted from units. This includes, but is not limited to garage sales, sale of wholesale goods, mechanical repairs, hawking etc.

### Parking/Garages/Vehicles

Tenants who own a vehicle are required to advise the office of the vehicle details. Vehicles must be registered. Unregistered vehicles are prohibited in the Student Village unless permission from Management has been obtained. Visitors/guests are required to park in the Visitors Car Park at the entrance to the Student Village. Tenants with more than one vehicle must only park one vehicle near their unit. There are no allocated parking spaces for tenants. Do not park/obstruct any driveways or garage access. Parking over lawns or footpaths is not permitted.

Parking is at your own risk. Vehicles considered abandoned, including unregistered vehicles may be removed. Vehicles should be insured.

Any vehicle making excessive noise is not allowed within the Student Village. This includes cars and motorbikes and any stereo equipment associated with vehicles. Speeding is strictly prohibited. Vehicles leaking oil may incur a cleaning charge.

### **Parties**

Parties are by permission only on a Friday or Saturday night (via the Party Permission Form) with a minimum 24 hours' notice. The tenant will be held responsible for the proper conduct of all guests and care of property. Parties must end by 11pm. Parties require unanimous consent of all tenants in the unit. Parties conducted outside of units are not permitted.

Fees may be applicable for attendance by security. Please refer to Fees & Charges.

### Pets

Pets of any kind are not permitted. For the welfare of our wildlife, feeding of birds or animals on site is prohibited.

### Pool

Please contact office staff during office hours for pool entry hours, entry costs and conditions of use (including approved pool items). Alcohol, glassware, and food is strictly prohibited.

### Posters, hooks, prints, stickers, etc.

Affixing posters, hooks, prints, stickers etc. to walls or ceilings is not permitted by tenants.

### Rent

Rent is billed every fortnight and as per your Rooming Accommodation Agreement (lease) rent is always to be 2 weeks in advance. A Notice to Remedy Breach will be issued if your rent is 4 days late, a Notice to Leave issued if rent is 12 days late and eviction may ensue if rent is 16 days late.

Our preferred method of payment is via Webpay (via our website – www.studentvillage.com.au). Please visit the office or contact us via email (office@studentvillage.com.au) to obtain your payment password. Credit Card (VISA, MasterCard), and Direct Deposit are also accepted methods of payment (contact the office for details). For direct deposits, please place your unit number and last name in the reference section and email the transaction receipt to ensure your payment is allocated to your account.

### Residential Tenancies Authority (RTA)

The RTA is the Queensland Government statutory authority that administers the Residential Tenancies and Rooming Accommodation Act 2008 (the Act). They provide tenancy information, bond management, dispute resolution, investigation, and policy and education services. The Student Village is legally obligated to comply with legislation from the RTA (including all RTA notices, bond lodgement, Rooming Accommodation agreements etc). See the RTA fact sheets on our website for further information.

# Rooming Accommodation Agreement (R18) (lease)

We remind all tenants that the Rooming Accommodation Agreement (lease) is a legally binding document. Please contact the office within two (2) business days of the start of your lease if you have any concerns regarding your Rooming Accommodation Agreement (lease), or if any of the information is incorrect (e.g., spelling of name, agreement end date etc.).

For departures, tenants must provide a minimum 7 days' notice by submitting a Resident Leaving Form (R13) to the Student Village.

For early lease terminations, by law, tenants may have to find a suitable tenant to take over the renting of the room until the end of their Rooming Accommodation Agreement. Subletting is not allowed. The Student Village office will also endeavour to locate a suitable tenant. If a suitable tenant is not found, you will be required to pay compensation loss of rent until the expiry of your Rooming Accommodation agreement.

Eviction does not necessarily mean you will be released from payment of your Rooming Accommodation Agreement (lease).

### Rubbish

Green or red lidded bins (general refuse) are provided at the rear of units. Please do not place loose rubbish in the bins or leave rubbish beside bins. Extra rubbish bags (complimentary) are available from the office.

Recyclable items should be put in the recycle bins (yellow lid) conveniently located throughout the Student Village. Recycling items include plastic bottles, glass, paper, cardboard etc. No food scraps or non-recyclable items are to be placed in the recycle bins (yellow lid).

### Security & Personal safety

The best defence for all tenants is to maintain a vigilant attitude towards safety and security. Contracted and onsite security is available 24 hours a day 7 days a week for emergencies and breaches of security, but they cannot be in all places at once. Please take responsible steps for your own safety by ensuring all doors are locked, whether you are in your unit or not. The USQ gate is under constant surveillance, as well as other areas of the Student Village. Footage may be forwarded to the Police in occurrences of security related issues. If you notice someone acting suspiciously, please notify office staff immediately and/or the police if the situation warrants it. A local security firm is contracted to do regular patrols within the grounds of the Student Village and assist with safety and security of tenants after hours (4690 0001). This may include entering units and/or rooms in an emergency. The security firm is engaged for emergencies

and security related issues only. Please do not call security for general maintenance and/or rental issues, etc.

All residents are advised to exercise caution if they choose to walk at night, especially between the University Campus and the Student Village. If practical, always walk in groups for added safety. Residents may also ask USQ security staff to escort them to the security gate located at the top of the complex.

If theft occurs, you should notify the Policelink on 131 444.

# Skateboards, roller-skates, scooters and rollerblades etc.

Skateboards, roller-skates, scooters, rollerblades etc. are not permitted.

### Smoking (RTA 268)

All units are non-smoking. Smoking of any substance (including shishas, e-cigarettes) is strictly prohibited inside any part of any unit (this includes balconies and garages). If evidence of smoking inside is found, a Notice to Remedy Breach will be issued and cleaning charges will apply. Repeated breaches may result in termination of your rental agreement.

Tenants can smoke cigarettes in the courtyard areas or any area that is more than 5 metres from a building. Cigarette butts must be disposed of properly or charges for cleaning will apply. Cigarette disposal bins are located at various pergolas throughout the Student Village grounds.

### Social media

Any social media posts which disclose any personal/private information about the Student Village or their staff, tenants, or contractors, which is considered derogatory, defamatory, slanderous, racial, discriminatory (as per the Anti-Discrimination Act) or harassing/threatening/bullying may jeopardise your Rooming Accommodation Agreement (lease). Legal action may also ensue.

Please address any issues with office staff, prior to posting any negative feedback.

### Subletting

The tenant named on the Rooming Accommodation Agreement (lease) for the room must be the person occupying the room. Subletting is not allowed under any circumstances. Unauthorised persons living in your room/unit is not allowed. Subletting may result in unauthorised guest fees and eviction.

### Telephone/Internet

For convenience, a public phone is available on site, adjacent to the pool and laundry. Tenants must arrange their own internet provider. Common providers include Telstra, Optus, TPG, Internode and Dodo.

### **Trespassing**

Unwelcome guests or guests misbehaving will be immediately asked to leave the Student Village. Unauthorised persons (including persons in the unit without the resident being in attendance) will be deemed to be trespassing. Please contact the office or after-hours security (4690 0001) if there is an uninvited/unwanted guest in your unit.

Entering another tenant's unit without permission will result in the same action as a member of the public entering a home without permission.

### **TVs**

TVs are pre-tuned. Please do not attempt to retune the television. Please report any TV issues via the maintenance page on our website or by visiting the office.

### **USQ/TAFE Student Services**

Student Services is a service offered to all residents studying at the University (USQ) and TAFE QLD (South West Campus). Services include health, counselling and wellbeing, accommodation & welfare. See the office or USQ/TAFE for contact details.

### Utilities (Electricity/Gas/Water)

Where full units are rented under one lease, water, gas, and electricity usage are charged monthly, unless otherwise advised. Please conserve utilities. Take shorter showers, do not waste water, turn off lights, gas heater etc when not in use.

### Vending machine

A vending machine is located outside the community hall, with drinks and food available. If you have any issues with the machine, please contact the number on the vending machine.

### Visitors and overnight guests

Visitors are allowed in the common area of the unit between 8am and 10pm while accompanied by the tenant. Overnight guests MUST be pre-approved by Management. A fee from \$25 p/night is payable for pre-approved overnight guests. Unapproved guests will incur a fee from \$60 p/night. Eviction may occur where a tenant has had unapproved guests on multiple occasions. At all times the tenant has the responsibility for the visitor's/guest's behaviour and financial accountability. Fees may be applicable for attendance by security. Please refer to Fees & Charges.

### Zero tolerance

A zero tolerance policy applies to the following:

- Narcotics (illegal drugs/substances)
- Malicious damage
- Any form of organised/illegal gambling
- Smoking inside units/garage/balconies (including shishas and e-cigarettes)
- Improper disposal of cigarette butts, rubbish
- Relocation of Student Village furniture, causing damage or loss
- Skateboards/rollerblades/roller-skates/scooters etc.
- Candles/incense in any room or any item posing a fire hazard
- Firearms/fireworks/BBQ's/portable gas cookers
- Glass/ceramic crockery in pool area
- Scaling fences/gates
- Improper use of facilities such as (but not limited to) pool, laundry etc
- Divulging access information to unauthorised entities
- Unaccompanied guests in any part of the complex
- Removal of batteries and/or tampering with smoke detectors or safety equipment
- Subletting
- Abusive and/or aggressive behaviour
- Excessive alcohol consumption
- Racial intolerance
- Fire hazards such as piggy backing power adaptors, drying clothes on top of gas heaters, putting furniture too close to the gas heater etc.
- Serious breaches of the peace and comfort of tenants