

# Rules of Residence 2024

## Living at La Trobe

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# Rules of Residence

## 1. INTRODUCTION

- a. La Trobe University seeks to provide all residents living within its student accommodation with a safe and enjoyable living and learning experience. Residents share this responsibility and are required to act in the best interests of the residential community.
- b. The University's collective goal is to create living environments which emphasise respect, inclusivity, collegiality, and personal responsibility, so that all community members feel they belong and are valued, supported, and safe. In joining a residential community at the University, each Resident is committing to a set of standards and expectations which support this goal.
- c. These Conditions and the Rules of Residence are applicable to all Residents (including where applicable, prospective residents) in respect of Student Accommodation. Please review these Rules before applying or accepting an offer to live in Student Accommodation.
- d. In addition to these Rules, all La Trobe University students are subject to the University's applicable statutes, regulations, policies, and procedures. Key University student rights and responsibilities can be found in the University's [Charter of Student Rights and Responsibilities](#).
- e. The University administers its student accommodation and associated services through its Living at La Trobe team in collaboration with UniLodge.
- f. Some capitalised terms used in these Rules have a particular meaning as set out in Appendix 2.

## 2. ADMISSION

### a. Eligibility criteria

All Students aged 18 and over, and enrolled in a La Trobe University (or La Trobe College Australia, RMIT University or Wodonga Institute of TAFE) course of study are eligible to apply to live in Student Accommodation.

Living at La Trobe **may permit domestic students ([defined here](#)) under the age of 18** to reside in Student Accommodation. Such students under 18 must comply with the following to be considered for entry and (if accepted as a Resident) to remain in Student Accommodation:

- execute a Proxy Agreement Form as provided by Living at La Trobe prior to the first day of their Student Accommodation orientation (the date of which is notified by Living at La Trobe), also signed by their parent/guardian;

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- attend an underage information session held on the first day of their Student Accommodation orientation or arrange to meet with a designated Living at La Trobe staff member (at such time as notified by Living at La Trobe); and
  - not consume alcohol on Student Accommodation or University grounds (including at licensed premises).

All applications for short term or casual residency (i.e. residencies that are not 44 weeks or 22 weeks in duration, or extend beyond a Resident's current term of residency) will be considered at the discretion of Living at La Trobe.

Living at La Trobe may decline any application for residency, withdraw an existing offer of residency, or terminate an existing Student Accommodation arrangement with a Resident where that Resident/prospective resident (as applicable):

- discontinues enrolment in their Course;
- has previously been evicted from Student Accommodation or another tertiary institution's accommodation service;
- fails to complete mandatory online training modules or attend mandatory training/information sessions within specified timeframes, which include:
  - i. Online Induction Modules including Alcohol Drug Education Specialists (ADES) modules.
  - ii. Respectful Relationships and Culture training, which includes the Respectful Relationships and Culture module, inclusive from 2023 of the EAAA for all female students as per the Respect @La Trobe Plan;
- is found, following a disciplinary process in accordance with these Rules, to have breached these Rules; or
- has a health condition or disability, which cannot safely or effectively be managed by making reasonable adjustments to Student Accommodation.

Returning places within Student Accommodation are limited. Decisions as to whether Residents are offered a place in Student Accommodation in a subsequent year are at the sole discretion of Living at La Trobe and the following factors will be considered:

- **Previous behaviour** – If a Resident has engaged in prior unacceptable behaviour; and/or
- **Payment history** – If a Resident has outstanding debt, a history of late payments and/or debt accumulation.

All Residents are recommended to have current ambulance cover, this can be demonstrated through the Resident's private health insurance or membership with Ambulance Victoria.

### 3. RESIDENTIAL AGREEMENT

#### a. Offer and acceptance

If a prospective resident's application for residency is successful, a formal offer of Student Accommodation will be sent to the prospective resident. An Offer issued to a prospective resident will:

- i. set out the timeframe within which a prospective resident can accept it; and
- ii. set out their term of residency in Student Accommodation.

To accept an Offer, a prospective resident must, via the Portal:

- i. accept the terms of and enter a corresponding Residential Agreement with the University;
- ii. complete the Student Accommodation acceptance process; and
- iii. pay the Bond set out in their Offer.

When accepting the Residential Agreement, prospective residents must confirm that their personal details including Course enrolment status, contact details, and nominated emergency contact persons/ next of kin details are true and correct and that they have read, understood, and will comply with:

- i. the Rules (which form part of the Residential Agreement);
- ii. in the case of La Trobe University students, the [Charter of Student Rights and Responsibilities](#) and related documents.

Once accepted, the Residential Agreement will start on the date stipulated in the Offer. Rent (as detailed in section 4) will be charged from the date set out in the Residential Agreement. If a Resident chooses to move in after such date, they will still be charged from such date.

#### b. Residency allocations and relocations

Room and college allocations are made at Living at La Trobe's absolute discretion.

At any time during a Resident's residency, a Resident may be required to relocate to another Room (e.g. safety considerations, emergencies etc). If such a requirement arises, suitable alternative accommodation will be provided on substantially similar terms to those set out in that Resident's Residential Agreement.

#### c. Condition Report

Upon initial Check In, all Residents will receive an inventory and room condition report to complete. Each Resident is required to provide their completed condition report to Living at La Trobe electronically within 3 business days of

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Check In. Any pre-existing damage or missing items need to be reported in the condition report. Any damage or missing items not included in the report may be charged to the Resident following the first inspection.

The condition report will be uploaded into the Portal once completed, and Living at La Trobe staff will report anything that will require repair.

**d. Maintenance of Enrolment**

Residents are required to notify Living at La Trobe of the completion, termination, or suspension of their Course within 2 working days.

If a Resident's Course is completed, terminated, or suspended, Living at La Trobe may terminate that Resident's Residential Agreement by giving them 28 days of notice.

Living at La Trobe staff may request confirmation of the Resident's Course enrolment details and academic progress for the purposes of determining the Resident's status as a Student.

## **4. FEES AND RENTAL ARREARS**

**a. Residential Fees**

Rent is payable each fortnight on or before the time/date specified in the Residential Agreement and must always be paid in advance. Utilities payable by a Resident such as water, gas and electricity are included in the Rent sum.

Residents can either pay their Rent in one lump sum (via EFTPOS machine at the relevant Student Accommodation reception desk) or fortnightly (via direct debit administered by Living at La Trobe or the payment section of the Portal). The times of payment for direct debit are specified in the Resident's pre-arrival information pack.

All short term or casual Residents (i.e. Residents whose residency is not 44 weeks or 22 weeks, or extends beyond their original term of residency) must pay Rent set out their Offer in full prior to Check In.

The Bond (including a departure cleaning fee) will be detailed in the Offer and must be paid by a Resident as part of the acceptance process set out in section 3(a). Living at La Trobe will use the Bond to cover any outstanding debt, cleaning costs, replacement costs or rectification works resulting from damage or loss to the University caused by a Resident during their residency, or as otherwise as outlined in these Rules.

Once all debts are cleared and the 'Bond Refund Form' has been completed via the Portal, the Bond or parts thereof (as the case may be) will be refunded. However, returning Residents will have their Bond carried over to the subsequent residency period.

## b. Overdue Account Fees

It is the Resident's responsibility to make sure Rent is paid on time.

When Rent is late by more than **3 business days**, a late fee as set out in the Schedule of Fees at Appendix 1 will be applied to a Resident's account.

If Residents experience financial difficulties regarding payment of Rent, they should notify Living at La Trobe at [living@latrobe.edu.au](mailto:living@latrobe.edu.au) as soon as possible to request an extension by clearly indicating the date by which payment will be made. A payment plan may also be agreed by Living at La Trobe. Student bursaries and other financial assistance may also be available in extenuating circumstances.

If Rent is late by more than **14 business days** and no extension or payment plan has been agreed, access to a Resident's room may be blocked until the Resident contacts the Living at La Trobe Office via phone 03 9479 1071 or Email: [living@latrobe.edu.au](mailto:living@latrobe.edu.au) to arrange to make the full payment or enter an agreed payment plan.

If Rent is late by more than **28 business days**, that Resident's Residential Agreement may be terminated by the University. If this occurs, a Notice of Eviction will be issued by e-mail, and the Resident will be given two business days (or such other time as notified by the University) to vacate Student Accommodation as set out in such notice. Where a Resident is also a La Trobe University student, their academic account may also be encumbered affecting access to academic results, re-enrolment and potentially delaying or preventing graduation. Full payment or a payment plan will need to be agreed to before such encumbrance is lifted.

Regardless of any agreed extension or payment plan, outstanding Rent:

- i. must be paid by the Residential Agreement end date (or before a Resident vacates Student Accommodation);
- ii. will not be rolled over to summer accommodation, or to the following year if an application to return to Student Accommodation is accepted by the University;
- iii. remains payable if a Resident departs without having settled their account; and
- iv. where unpaid, may be considered a debt by the University.

Any aged or outstanding debt will be managed in accordance with the University's [Debt Management Policy](#).



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## 5. COMMUNITY STANDARD & RULES APPLYING TO BEHAVIOUR

### a. General Duties of Residents

As a member of a residential community, Residents' behaviour should not negatively impact on other Residents, staff, or the wider Student Accommodation community environment.

All Residents must adhere to:

- i. all relevant La Trobe University policies and procedures including, but not limited to, the [Charter of Student Rights and Responsibilities](#) and [Student Behaviours Policy](#);
- ii. all relevant laws and regulations (including those pertaining to health);
- iii. all reasonable verbal and written instructions of all University employees and University-approved contractors such as UniLodge and security officers who seek to protect the interests and the wellbeing of all Residents; and
- iv. the general duties of Residents and other provisions in these Rules.

Any breach of any La Trobe University policy, procedure or the Rules will be treated seriously and may result in a Resident's eviction and/or other sanction in accordance with these Rules.

### b. Prohibited Conduct

Disciplinary action may be taken regarding where prohibited conduct occurs on a University campus or on or within Student Accommodation, or where a Resident's conduct otherwise detrimentally affects another Resident or person associated with the University community or the University's reputation.

Residents must not engage in any of the following:

- i. **Anti-social behaviour** – behaviour that unreasonably disturbs, annoys, or interferes with another Resident's quiet enjoyment of their living environment or breaches generally accepted standards of behaviour, and/or which involves the inappropriate use of University property or facilities. Anti-social behaviour also includes any unlawful activity, excessive noise or conduct which poses a risk to health and safety.
- ii. **Bullying** – repeated, unreasonable treatment of a person which creates a risk to their health and safety. Bullying (including cyberbullying) can include aggressive and intimidating conduct, belittling, humiliating comments or nicknames, practical jokes, and deliberate social isolation/exclusion.
- iii. **Discrimination** – treating someone less favourably than another person/group in a similar situation because of personal characteristics

protected by law (e.g. race, disability, gender, sexual orientation), or imposing an unreasonable requirement on someone that they cannot comply with because of a personal characteristic protected by law.

- iv. **Hazing** – any action or situation intentionally created to cause embarrassment, harassment, or ridicule, and risks emotional and/or physical harm to an individual or members of a group or team, regardless of the person's willingness to participate. Hazing often involves having people 'earn' their way into a group or onto a team.
- v. **Intoxication** – the excessive consumption of (or encouraging another to excessively consume) alcohol or other drugs (prescribed or otherwise) and in the case of a Resident under 18 years of age, consuming any amount of alcohol.
- vi. **Sexual assault** – means intentionally touching another person; and the touching is sexual in nature; and the person who was touched did not consent to the touching; and the person touching does not reasonably believe that the person consents to the touching (sexual misconduct and consent is discussed in more detail below).
- vii. **Sexual harassment** – any unwelcome sexual advance, request for sexual favours or other unwelcome conduct of a sexual nature in circumstances in which a reasonable person, having regard to all the circumstances, would have anticipated that a person would be offended humiliated or intimidated. For example, unwelcome touching; staring or leering; suggestive comments or jokes; unwanted invitations to go out on dates; sexually explicit pictures or posters; requests for sex; intrusive questions about a person's private life or body; unnecessary familiarity such as deliberately brushing up against a person; insults or taunts based on sex; sexually explicit emails or SMS text messages.
- viii. **Sexual harm** – is an umbrella term which encompasses sexual assault, sexual harassment, sexual exploitation/abuse, and any other inappropriate conduct of a sexual nature.
- ix. **Smoking** – smoking (including vaping and use of smoking apparatuses) in Rooms, on Student Accommodation premises or any area of the University campus grounds, other than the **designated locations**.
- x. **Theft** – dishonestly taking something that belongs to someone else or the University, including food from fridges, clothing, and other personal items.
- xi. **Threatening, violent or abusive behaviour** – any actual violence, threats of violence or other conduct which causes another person to reasonably fear for their physical health and safety and/or ability to have power and control over their own affairs (e.g. initiate partner violence/abuse where a current or former partner seeks to exert control over the other person).

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### **c. Alcohol-free Areas**

Living at La Trobe supports the preference of students to reside in Student Accommodation free from the consumption of alcohol. Alcohol-free floors in certain Rooms will be designated by Living at La Trobe (subject to availability).

Residents living within alcohol-free floors or areas, and guests visiting the alcohol-free floor areas, are not permitted to store, consume or be under the influence of alcohol within these designated areas, including the common spaces or balcony areas.

### **d. Direction to Contact**

All Residents are required to comply with all reasonable directions from Living at La Trobe staff. This includes returning phone calls and/or responding to emails from such staff. Residents may receive a hard copy letter directing them to contact a Living at La Trobe staff member by a certain date. If no such response is received, a Living at La Trobe staff member may:

- i. refer the Resident to the University's Health, Wellbeing and Inclusion team;
- ii. conduct a Room inspection and/or wellbeing check; and
- iii. take any other action appropriate in all the circumstances.

Additionally, in exceptional circumstances, where a Resident has failed to respond and Living at La Trobe staff have concerns regarding the Resident's whereabouts and/or wellbeing, Living at La Trobe staff may:

- iv. securely lock the Resident's room until the Resident makes contact. For the Resident's room to be unlocked, the Resident must meet with Living at La Trobe staff, or (if after hours) contact the Bundoora Night Manager team on 0423 162 672 or the Regional Night Manager team (Bendigo, Albury-Wodonga and regional Student Accommodation) on 0407 270 540; and/or
- v. contact the Resident's nominated emergency contact persons/next of kin.

### **e. Respectful Relationships and Consent**

All Residents must treat each other respectfully which includes ensuring that any other person participating in sexual activity consents to that activity taking place.

Consent means free and voluntary agreement. Everyone has a responsibility to get consent before engaging in sexual activity, this includes taking reasonable steps and actions with consideration of all the circumstances that consent has been given. Circumstances where a person does not consent to sexual activity are listed in the definition section of the University's [Sexual Harm Prevention and](#)

**Response Policy** and include but are not limited to, the following circumstances where:

- i. a person is asleep or unconscious;
- ii. a person is so affected by alcohol or other drugs, as to be incapable of freely agreeing to the sexual activity;
- iii. the person is mistaken about the sexual nature of the activity;
- iv. the person is mistaken about the identity of any other person involved in the sexual activity;
- v. the person does not say or do anything to indicate consent to the sexual activity;
- vi. having given consent to the sexual activity, the person later withdraws consent to the sexual activity taking place or continuing;
- vii. force is used or threatened to be used against a person (or someone else) to coerce them into engaging in the sexual activity; or
- viii. the person is not of age to legally consent to the sexual activity. The law in Victoria sets clear age limits for when a person can legally have sex and engage in sexual activity. This is called the age of consent. In Victoria, it is generally unlawful to engage in sexual activity with a child under 16 years old, even if they agree.

If a resident has experienced or witnessed any such conduct, or other concerning behaviour, they are strongly encouraged to contact the University's [Safer Community](#) service as soon as practicable for advice, support, and information.

#### **f. Respectful Communities Training and Development**

All Residents must complete their pre-arrival Respectful Behaviour online module (via the Portal) prior to accepting their check in date. The University may withdraw a Resident's Offer or terminate their Residential Agreement (as applicable) for failing to comply with this training requirement.

It is mandatory that all Residents participate in one of the following training packages:

- i. Enhanced Assess Act Acknowledge (women students under 24);
- ii. Men's Respectful Relationships Program (including Tomorrow Man and AIDED Bystander Program); or
- iii. Respectful Relationship Program for LGBTIQ+SB students.

As these training packages will be delivered throughout the University's academic semester, Residents will be notified of their participation requirements

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for these training packages at the beginning of each semester. Residents will be informed of the date and location of sessions for these training packages.

## **6. SECURITY, FIRE PREVENTION, EMERGENCY MANAGEMENT AND SAFE USE OF FACILITIES**

Residents' safety and security are paramount.

**For all emergencies, Residents should call "000" and La Trobe University Emergency Hotline on 03 9479 2222.**

For all matters involving issues of safety, excluding an emergency, please contact (as applicable) Living at La Trobe during office hours on 03 9479 1071. After hours, please contact the Bundoora Night Manager team on 0423 162 672, or the Bendigo Night Manager team (Bendigo, Albury-Wodonga, and regional Student Accommodation) on 0407 270 540.

For health, safety and environmental reasons, Residents are required to abide by the rules set out in this section 6. Any breach of these rules will be treated seriously and may result in a Resident's eviction from Student Accommodation and/or other sanction in accordance with these Rules and the [Student Conduct Management Policy](#) (if applicable).

Residents may also be liable for the replacement costs of and/or any damage to University property by their negligent action(s) or omission(s). This includes, but is not limited to, the costs associated with a sprinkler head being damaged and flooding the building, fire alarms being triggered and the fire brigade attending a call out. Please see the Schedule of Fees for the charges which may be applied. If an alarm or sprinkler is activated legitimately and through no fault of a Resident, charges will not apply.

### **a. Evacuation**

Where the alarm is activated in a building located on a University campus, all Residents and other individuals must evacuate the building immediately and assemble in the designated assembly area specified for each building, as follows:

- [Melbourne campus;](#)
- [Bendigo campus;](#) and
- [Albury Wodonga campus.](#)

Residents must remain at the designated assembly area until advised by Living at La Trobe staff or the fire brigade that it is safe to return and must comply with directions given by University personnel. Failure to evacuate may result in the Resident's accommodation status automatically being placed on 'probation' in accordance with these Rules. The Resident may also be subject to paying a fine issued by Fire Rescue Victoria, and/or referral to a disciplinary process set out in these Rules.

**b. Fire Alarms and Fire Safety**

Cooking equipment including rice cookers, air fryers and microwave ovens are not to be used in any part of Student Accommodation other than the kitchens.

To limit the risk of a fire alarm being accidentally triggered, deodorant, hair spray, hair dryers, aerosols, and hair straighteners must not be used in Rooms or other areas but may be used in the bathrooms.

Air diffusers, humidifiers, incense, incense diffusers, cigarettes, e-cigarettes (vaping), cigars and smoking apparatuses are not to be used in any Student Accommodation building or room.

Tampering with fire alarms, fire extinguishers, hoses, exit signs, instruction signs, sprinkler systems, smoke detectors, exit door hardware and/or other safety equipment is strictly prohibited. This includes covering smoke detectors or other safety equipment in any way.

Sprinkler heads are located throughout University buildings. It is imperative sprinkler heads are not damaged in any way and nothing must be hung on or from a sprinkler.

A Resident acting contrary to the above stipulations may result in that Resident, in accordance with these Rules, being subject of a disciplinary process.

**c. Electrical Items**

Only one power board with a surge protector and one double adaptor can be used per bedroom. Residents must not overload power boards (e.g. double/multi adaptors are not to be plugged into power boards).

All electrical items proposed to be used for Student Accommodation purposes must be tested and tagged prior to use. This is the responsibility of and at the cost to the Resident. A test and tag station will be set up on Check In day and at random intervals throughout the year. Any Resident found to have electrical items in their Room that have not been tested and tagged will have the item confiscated and may be subject to disciplinary action in accordance with these Rules. It is also the responsibility of the Resident to ensure that their electrical items are maintained correctly.

**d. Prohibited Items**

Residents are not permitted to have any of the following prohibited items in their Rooms or bring them onto Student Accommodation:

- i. naked flames of any kind including candles, incense, oil burners and sparklers as they are a fire hazard and are subject to immediate confiscation and disposal;
- ii. controlled or harmful chemicals;

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- iii. pets or animals (other than assistance animals as defined by the [Disability Discrimination Act 1992 \(Cth\)](#) and which must be approved by Living at La Trobe in writing prior to a Resident's arrival);
  - iv. sound equipment that generates excessive noise (sub-woofers/DJ mixers, amplified instruments, or controllers);
  - v. firearms (including replica firearms), prohibited or controlled weapons, ammunition, explosive or combustible materials, fireworks, spear guns, or other dangerous items (such as knives, cross bows or any articles defined in the [Control of Weapons Act 1990 \(Vic\)](#) and the [Firearms Act 1996 \(Vic\)](#) or
  - vi. glass or glass bottles, except in a Resident's Room.

**e. Kitchen Safety**

Residents must adhere to the specific kitchen requirements of their residential building. For example, where rangehoods are installed, they must be switched on when cooking.

Surfaces such as stoves must not be covered (e.g. with foil, plastic, material or paper).

When cooking food, Residents must not leave the stove unattended at any time.

Appliances such as stoves, ovens, etc., must be switched off after use and metal bowls and objects should not be used in the microwaves.

**f. Balconies**

Residents are strictly prohibited from sitting on, leaning over, climbing up, hopping from, or hanging off the side of balconies.

Washing or laundry is not to be hung over balcony railings and no objects must be thrown from a balcony.

**g. Access and Security**

It is important all external access doors remain closed to prevent access by unauthorised persons. Residents must not do anything to prevent the door lock from operating as intended.

Residents and guests are only to access the floor of their allocated Room, and they are not permitted to access other floors or other buildings/colleges.

All Residents must take measures to prevent unauthorised access to their Rooms while unattended. If the Resident fails to secure their Room, Residents will be held responsible for any actions and/or damages that may occur in their Room.

Upon Check In each Resident will receive a temporary access card to access their Room. Within 28 days of the Resident's Check In date, Room access will be uploaded onto a guest card, La Trobe University student identification card or La Trobe College student identification card. Once this occurs, the Resident is responsible for returning their temporary access card to the relevant Living at La Trobe reception desk.

If a Resident experiences any issues with their access card, the Resident should contact the relevant Living at La Trobe reception desk.

Residents must not share their Room access card or keys with another Resident or any other person, nor use any Room access card or key assigned to another Resident. Residents must not leave their key/access card in common spaces or attached to the exterior of their Room/door. It is recommended that Residents keep their door locked when they are not in their Rooms for the safety and security of their belongings.

Lost or stolen access cards must be reported immediately to Living at La Trobe by contacting us on 03 9479 1071. Residents will be liable for any costs incurred to replace lost or stolen Room access cards (as set out in the Schedule of Fees). Any found access cards or keys must be returned to the relevant Living at La Trobe reception desk.

For locks outs:

- i. during business hours, please attend the relevant Living at La Trobe reception desk; or
- ii. after hours, please contact the Bundoora Night Manager team on 0423 162 672 or the Regional Night Manager team (Bendigo, Albury-Wodonga and regional Student Accommodation) on 0407 270 540 .

## 7. VISITORS AND GUESTS

### a. Visitors

**A visitor is defined as a person who is meeting with a Resident in Student Accommodation for a short period of time on a single day between the hours of 8:00am and 10:00pm. No visitors are allowed to remain in Student Accommodation precinct between 10:00pm and 8:00am.**

If Residents wish to have more than two visitors at any one time, they must seek prior approval from Living at La Trobe. Approval of more than two visitors is at the sole discretion of Living at La Trobe and will be considered on a case-by-case basis.

Residents are responsible for the conduct and behaviour of their visitors while they are within Student Accommodation and must make them aware of and ensure their compliance with these Rules.



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Upon request of Living at La Trobe staff or University security, a visitor must state their full name, the Resident they are a visitor of and produce reasonable identification to the satisfaction of whomever made the request.

Visitors may be asked to leave Student Accommodation or University grounds at any time by University staff or security personnel and must comply with this request immediately.

Visitors are not permitted during SWOTVAC and examination periods (as set out in the [University's academic calendar](#)), unless authorised by the University or Living at La Trobe for those who may be undertaking group assessments.

Residents are held responsible for the actions and/or damage of their visitors.

## **b. Guests**

**A person who stays with a Resident in Student Accommodation between the hours of 10:00pm – 8:00am is considered a 'guest.' Guests will only be permitted in exceptional circumstances.**

For a guest to attend Student Accommodation, the following process must be adhered to:

- i. the Resident must register and request approval for their guest through the Portal 48 hours prior to their guest arriving. any same day requests will need to be called through to the Living at La Trobe office (+61 3 9479 1071 in Bundoora, or +61 3 5444 7425 in Bendigo or +61 2 6024 9719 in Albury-Wodonga) and approval sought prior to the arrival of the guest
- ii. the Resident will receive notification of approval, which must be always available and produced to Living at La Trobe staff upon request;
- iii. guests will not be provided with a key nor given access to any Student Accommodation building or Room; and
- iv. guests must be always in the company of the Resident responsible for their registration.

Guests are only permitted for 2 consecutive nights. However, if arriving on a Friday, Residents are permitted to register their guests up to 3 consecutive nights.

Residents whose period of residency is 44-weeks are permitted to have guests for a maximum of 10 nights over such period. Residents whose period of residency is 22-weeks are permitted to have a guest for a maximum of 5 nights over such period. Residents on a short-term residency are permitted to have a guest for a maximum of 1 night per four weeks of residency.

Guests are not permitted during SWOTVAC and examination periods (as set out in the [University's academic calendar](#)).

Residents are responsible for the conduct and behaviour of their guests and must make them aware of and ensure their compliance with these Rules.

Guests may be asked to leave Student Accommodation or University grounds at any time by University staff or security personnel and must comply with this request immediately.

### c. Assignment/Subletting

Residents must not assign or sub-let or otherwise part with possession of their Student Accommodation.

For the avoidance of doubt, any person, other than the Resident or registered guest, found to be residing in the Student Accommodation will be asked to vacate immediately.

## 8. NOISE

The most common complaint in a communal residential setting is noise. One of the guiding conditions of residency is that a Resident's behaviour should not negatively impact on others, and all Residents are expected to ensure that noise is kept to a minimum. Excessive noise (which is noise that can be heard outside a Resident's Room and/or is disruptive to others having regard to the time and nature of the noise) is prohibited both inside the residential areas, and outside within the residential precinct.

Residents are expected to respond courteously to requests to reduce noise and to act courteously if any approach is made by another Resident and/or their visitor/guest with a request for noise reduction.

### a. Quiet Hours – Regular Floors, Areas, or Buildings

Residents are expected to be particularly quiet during 'quiet hours.' Quiet hours in all areas of the residences apply at the following times:

Bundoora	
Sunday to Wednesday	10:00pm to 9:00am
Thursday to Saturday	12:00am to 9:00am
Bendigo and Albury-Wodonga	
Sunday to Thursday	10:00pm to 9:00am
Friday to Saturday	12:00am to 9:00am

### b. Quiet Hours – Quiet Floors, Areas, or Buildings

Some residences have permanent quiet floors, areas, or buildings, which have additional quiet hours in addition to the hours outlined above:

Bundoora, Bendigo, and Albury Wodonga	
Monday to Sunday	10:00pm to 9:00am

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Residents have the option of applying to reside on a quiet floor and Living at La Trobe will accommodate these requests wherever practicable.

**c. Quiet hours – SWOT-VAC and exam period**

During the University SWOT-VAC and exam period, a 24-hour noise curfew will be in place across all residences. The dates for these periods are available on the [Academic Calendar](#).

## **9. CLEANLINESS AND HYGIENE**

Residents are responsible for maintaining a clean and safe living environment, which does not infringe on the rights and privileges of other Residents. This includes ensuring all communal areas (kitchens, lounge areas etc) remain clean and tidy. Unclaimed and dirty dishes in communal kitchens may be confiscated every week as set out by the University's cleaners.

Non-compliance with this section may result in cleaning fees (as per the Schedule of Fees) and/or disciplinary action in accordance with these Rules. Similarly, damage to goods or property belonging to Living at La Trobe will be charged to the Residents responsible for the damage.

Pending availability, vacuum cleaners can be borrowed through the relevant Living at La Trobe reception desk if required at any stage during reception hours Monday to Sunday between 0700 to 1700.

Communal laundries need to be maintained, including the timely removal of all clothes. Respectable practices are expected of all Residents. Any clothing left for a week shall be removed by the cleaners.

**a. Communal fridges**

Residents must label their food items with their name and date before being placed in the fridge. Any food that is not labelled and/or belongs to a person who is no longer a Resident may be disposed of within 7 days of notice being emailed to Residents.

**b. Communal kitchens**

Appliances (toaster and kettle/hot water tap) have been provided in all kitchens by Living at La Trobe. Residents must not add any other electrical appliances to kitchens or general cooking appliances to residences without first seeking approval from Living at La Trobe (which may be granted or withheld at its sole discretion).

Residents must not remove appliances from kitchens or swap appliances between kitchens.

Residents who use communal kitchens must not leave their personal items in any location other than their allocated cupboard/shelf. Items stored in allocated places are not the responsibility of Living at La Trobe. Any item in the communal kitchen may be disposed of in the event of a scheduled audit of communal spaces.

**c. Individual residences**

Residents are responsible for maintaining cleanliness of their Room. Residents will be given prior notice if Living at La Trobe requires entry for cleaning, maintenance, security, or other reasonable University purposes.

A minimum of one (1) weeks' notice will be given for scheduled inspections to occur in-room and Residents are not required to be present. If a residence is deemed to fail an inspection, the relevant Resident(s) will be notified and given 72 hours to clean the premises. Following this, a follow up inspection will occur within 48 business hours.

Residents are not permitted to utilise, reside in or store personal belongings in individual residences other than their allotted Room.

**d. Shared Flats and Apartments**

Residents are responsible for the cleaning of their flats and apartments (including common areas and bedrooms). Subject to availability, vacuum cleaners may be borrowed through the relevant Living at La Trobe reception desk, however it is the Resident's responsibility to ensure their apartment is cleaned if the vacuum is not available.

Scheduled inspections of flats/apartments will be conducted (at a minimum) once per the University's academic semester. A check-out inspection may also be conducted prior to any Resident moving out of the flat or apartment. This includes inspection of the common areas within the flat / apartment.

A minimum of one (1) weeks' notice will be given for scheduled inspections to occur in-room and Residents are not required to be present. If a residence is deemed to fail an inspection, the Residents will be notified and given 72 hours to clean the premises. Following this, a follow up inspection will occur within 48 business hours.

If additional cleaning is required, charges will be applied (as per the Schedule of Fees) to offending Residents.

**e. Communal Bathrooms**

Bathrooms are to be left in a tidy state after each use. This involves disposing of toilet paper appropriately, using the provided sanitary bins for personal hygiene & period products only, and cleaning any excess mess that would not be reasonably included in a cleaner's general duties.

If bathrooms are repeatedly left in a state that causes discomfort to other Residents, charges may be applied (as per the Schedule of Fees) to offending Residents.

**10. FURNITURE**

Living at La Trobe provides some furniture and electrical items for Residents' use.

Residents are permitted to bring a small fridge for use in their Room. Fridges must be no more than 5 years old and meet the following specifications: no larger than 140L and meet the approximate dimension of 85cm (h) x 48cm (w) x 55cm (d).

Residents must seek written permission from Living at La Trobe prior to bringing any other furniture or household electrical appliances onto Student Accommodation, for example a personal heater. Original furniture must stay in the Room, including the desk and desk chair. These may only be removed by Living at La Trobe or University staff, and

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this will only be completed if Living at La Trobe approves an official maintenance request lodged by the Resident via the Portal.

Damage to goods or property belonging to the University will be charged to the Resident(s) responsible for the damage.

**a. Beds and Mattresses**

Mattresses are fitted with adequate mattress protectors to prevent damage to mattresses and must not be removed. Residents must bring their own linen or, subject to availability, purchase linen from the University.

Residents are not permitted to bring their own bed frame or mattress. Residents are not permitted to place multiple bed frames or mattresses in one bedroom space. If a Resident brings their own bed frame or mattress, the Resident is solely responsible for all costs associated with removing the bed frame or mattress they brought.

**b. Lost and Unclaimed Property**

Any lost items handed to the Living at La Trobe office will be held for a period of three months. Unclaimed items will be donated to charity or discarded. Identification documents (e.g. passports, drivers' licences) will be handed over to police.

Any personal belongings left behind by a departed Resident will be disposed of 28 days after they vacate Student Accommodation and the Resident may be charged for the cost of disposal. Items will not be stored by Living at La Trobe.

**c. Internet Usage**

All Residents must abide by the rules governing the appropriate use of all University computer facilities and resources, particularly the University's [Use of Computer Facilities Statute 2009](#). Excessive downloading and other inappropriate use of computer facilities (i.e. use which does not conform with applicable University statutes or policies) is prohibited.

## **11. LIVING AT LA TROBE CATERING SERVICES (BUNDOORA ONLY)**

The University offers food and beverage catering services to Residents living within Student Accommodation located on its Bundoora campus. To access Catering, Residents need to 'opt in' to a catering subscription (see section 11(b) below).

**a. Catering Fees**

The Catering Fees are set out in the Glenn Dining Meal Plan section of the Portal. The University may change the Catering Fees at any time, and the University shall use reasonable endeavours to provide one months' prior notice to affected Residents via the Portal. In January 2024, the Catering Fees are \$20 per day the Catering is made available.

The Catering Fees are a component of, and will form part of, a Resident's Rent that is payable to the University in accordance with their Residential Agreement.

**b. Catering Subscription**

To opt in to have Catering made available to them, Residents need to subscribe to Catering through the Glenn Dining Meal Plan section of the Portal. Once a Resident has opted in for Catering, their Subscription continues until:

- i. their period of residency in Student Accommodation ends (as set out in their Offer); or
- ii. they terminate their Subscription by providing the University at least two weeks' prior notice by emailing [lalreservations@latrobe.edu.au](mailto:lalreservations@latrobe.edu.au).

Where a Resident terminates their Subscription by providing two weeks' prior notice through email (as set out above), they must still pay Catering Fees for the final two weeks Catering is made available to them.

Where a Resident fails to terminate their Subscription, they must still pay Catering Fees for any period that Catering is made available to them (regardless of whether they accessed Catering in that period).

The University, acting reasonably, reserves the right to suspend or terminate a Resident's Subscription where they do not comply with this section 11.

#### **c. Catering availability**

For the duration of a Resident's Subscription, the University will make available to them food and beverages by way of buffet (i.e., on a self-serve basis), exclusively within the Dining Hall, for both breakfast and dinner every day during each week of their period of residency in Student Accommodation (as set out in their Offer) at the following meal times:

- i. breakfast every weekday (Monday to Friday) between 7:30 am and 9:30 am;
- ii. breakfast every weekend day (Saturday and Sunday) between 8:00 am and 10:00 am; and
- iii. dinner between 5:30 pm and 7:30 pm.

Catering is only made available to Residents within the Meal Times. If a Resident **does not attend the Dining Hall during Meal Times, they are not entitled to a refund of any** Catering Fees paid for Catering, or other catering of any kind.

#### **d. Food and beverage selection**

The University determines and routinely changes the food and beverages made available to Residents as part of Catering. A menu for each week of Catering will be shared through the following Instagram handle: [@glendining](https://www.instagram.com/glendining).

#### **e. Dietary requirements**

As soon as possible after subscribing to Catering, Residents must notify the University of their dietary requirements including allergies (if any) by emailing [latrobe.hospitality@peterrowland.com.au](mailto:latrobe.hospitality@peterrowland.com.au).

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The University endeavours to accommodate the dietary requirements of Residents and provides labelling of all dishes to indicate relevant dietary considerations.

It is each Resident's responsibility to seek confirmation from the University by contacting **latrobe.hospitality@peterrowland.com.au** as to whether the University can accommodate their dietary requirements. Where the University using reasonable endeavours cannot accommodate a Resident's dietary requirements, they may cancel their Subscription by emailing [lalreservations@latrobe.edu.au](mailto:lalreservations@latrobe.edu.au) without incurring further Catering Fees.

**f. Residents' Catering obligations**

Residents must scan their University student identification card, La Trobe College Australia student identification card or other non-University/La Trobe College Australia guest identification card (as applicable) as directed by the University upon entry to the Dining Hall for each Meal Time. Where they fail to do so, the University reserves the right to deny them Catering.

Residents may only enter the Dining Hall once per Meal Time for Catering purposes.

Unless the University or its authorised representative(s) expressly allow, food and beverages made available to a Resident as part of Catering must be consumed in the Dining Hall and only within the applicable Meal Time.

Residents must not, unless expressly authorised by the University or its authorised representative(s):

- i. bring food into the Dining Hall during any Meal Time;
- ii. take any food or beverage provided as part of Catering outside of the Dining Hall;
- iii. bring into, or consume within the Dining Hall, any alcohol;
- iv. access or attempt to access the Dining Hall kitchen; and
- v. remove tableware, cutlery, crockery, or glassware of the University from the Dining Hall.

Residents must:

- i. treat Dining Hall staff and other Residents with respect and courtesy;
- ii. use tableware, cutlery, crockery and glassware provided by the University in the Dining Hall to consume food and beverages during Meal Times;
- iii. once they have finished eating, clear their tableware, cutlery, crockery and glassware and return it to the designated cleaning area;

- iv. return any Dining Hall furniture moved by them to its original location and original condition;
- v. comply with any conditions of entry relevant to the Dining Hall in force from time to time;
- vi. follow any reasonable direction of the University or its authorised representative(s) in connection with the Catering; and
- vii. comply with statutes, regulations, policies and procedures of the University as notified to them in connection with the Catering.

Residents are encouraged to use all reasonable endeavours to reduce any food wastage.

#### **g. Catering changes**

The University from time to time may change where and how it makes catering available to Residents. The University will notify affected Residents via email where such changes occur.

The University is not responsible if it cannot provide catering because of events beyond its reasonable control, such as an event caused by a natural force, emergency, government closure or similar. If this continues for more than two days, then either the affected Resident or the University may cancel that Resident's Subscription via the Portal, and no Catering Fees will be payable by that Resident for the period in which catering was not available to them.

## **12. ADVERTISING AND MEDIA**

Living at La Trobe must approve all advertising and signage (including any promotional material whatsoever) and placement locations within the Student Accommodation precinct, and it must conform with the standards set out in these Rules.

Requests must be made to the Living at La Trobe Office either directly or by email ([living@latrobe.edu.au](mailto:living@latrobe.edu.au)). All requests will be considered within 48 hours.

Approved advertising or signage will be signed or stamped by Living at La Trobe indicating that it has been approved for distribution within Student Accommodation.

## **13. EVENTS AND ACTIVITIES**

If Residents wish to hold an event or similar activity, they must first seek the approval of Living at La Trobe. Disciplinary action may apply if Residents engage in unapproved events or activities within Student Accommodation.

## **14. CONCLUSION OF RESIDENCY**

A Resident's Residential Agreement will conclude at 10:00am on the 'Agreement End Date' set out in their Residential Agreement. By 10:00am on such date, that Resident must:



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- i. vacate their allocated Room;
  - ii. complete a Bond Refund Form via the Portal;
  - iii. return their key or temporary card (as applicable) to the applicable Living at La Trobe Office; and
  - iv. return any equipment or resources borrowed from Living at La Trobe per the corresponding loan agreement (subject to the loan agreement's terms),

and that Resident may be liable for recovery costs of any lost, unreturned, or damaged items belonging to the University.

If Residents wish to stay beyond their agreed period of residency, they are required to apply to the University (by e-mailing Living at La Trobe Reservation Team at **lalreservations@latrobe.edu.au** prior to their Residential Agreement end date) and if approved accept an Offer in accordance with these Rules. Rent for such new period of residency is subject to any new Residential Agreement pertaining to that period of residency.

If Residents stay beyond their agreed period of residency and are not offered subsequent residency pursuant to these Rules, subject to the University's prior approval they are deemed to be a casual Resident and casual Rent rates (as determined by the University) will apply.

## 15. EARLY TERMINATION OF RESIDENTIAL AGREEMENT

**Termination by Resident** – If a Resident wishes to vacate Student Accommodation prior to the end date of their Residential Agreement, they must formally notify the University of their intention to vacate by emailing [living@latrobe.edu.au](mailto:living@latrobe.edu.au), no later than 14 days prior to their desired departure date.

By deciding to vacate Student Accommodation prior to the end date of their Residential Agreement, the Resident must pay the following prior to vacating:

- i. a cancellation fee equal to 28 days' rent; and
- ii. all outstanding debts and fees,

Notwithstanding the foregoing, the University may from time to time make changes to these Rules. It will try to do so fairly by notifying affected residents and giving them a chance to review and terminate their Residential Agreement if the change adversely affects them and they do not agree to it. If this occurs, the above cancellation fee shall not apply.

**Termination by Living at La Trobe** - Where a Residential Agreement is terminated by Living at La Trobe, the Resident wherever possible and appropriate, will be given 48 hours' written notice of eviction (or such other period as notified by the University). Such notice will be sent to the Resident's email address and a written copy will be delivered to their Room.

## 16. NOTICE/ENTRY OF ROOM

Wherever practicable and appropriate, Living at La Trobe will provide prior notice when accessing a Room.

Residents must allow the University, its agents, employees and/or contractors access to their Room for the purpose of cleaning, the issuance of notices or memos, room inspections, maintenance, or as otherwise required by these Rules.

The University, its employees, agents, representatives and/or contractors may enter a Room, without prior notice, for the following reasons:

- i. in emergency or other extraordinary situation to protect the health and wellbeing of any person;
- ii. to attend to emergency maintenance needs;
- iii. to ensure health, hygiene, safety and fire regulations are maintained;
- iv. if, in the reasonable opinion of the University, the allocated Resident is believed to have abandoned the Room or has been reported missing, or if the University suspects another person(s) other than the allocated Resident is residing in the Room; and
- v. if, in the reasonable opinion of the University, a Resident is believed to have engaged in any illegal activity, is causing a disturbance, or their behaviour is such that there is a likelihood the safety of any other person is at risk.

Where Living at La Trobe has reasonable grounds to suspect illegal activity, Living at La Trobe reserves the right to involve its security and other designated staff members or police in conducting a search of a Resident's Room. This search may or may not occur with a Resident present at the time.

A request for maintenance by a Resident provides permission for our staff to enter a Resident's Room for that purpose.

## 17. PRIVACY COLLECTION STATEMENT

Living at La Trobe requests and collects Residents' and prospective residents' personal information and health information for the primary purpose of assessing their application for Student Accommodation, and if their application is successful to provide them with Student Accommodation. This may include related activities such as:

- i. assisting with the management of health and wellbeing;
- ii. managing the Residential Agreement, including financial and debt recovery matters;
- iii. conducting background checks, relevant to ensure a Resident's suitability for a place in Residential accommodation; and
- iv. the provision of Catering.

If the personal information and health information requested is not provided, Living at La Trobe may not be able to process a prospective resident's application for residency and/or deliver Student Accommodation to a Resident.

For privacy reasons, Living at La Trobe will not be able to provide information about a Resident's financial account to their parents/guardian or a third party without a Resident's consent, unless otherwise authorised by law.

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In the event of an emergency or where Living at La Trobe has significant concerns for the health, wellbeing or safety of a Resident, Living at La Trobe or another part of the University (e.g. the Health, Wellbeing and Inclusion team) may contact and discuss their concerns with a Resident's nominated contact.

More information about how Living at La Trobe manages personal information and health information, can be found in the University's [Privacy Policy](#) and on the University's [Privacy website](#).

A Resident may have the right to access the personal information and health information that the University holds about them subject to any exemptions in relevant laws by contacting Living at La Trobe at [living@latrobe.edu.au](mailto:living@latrobe.edu.au).

## 18. DISCIPLINARY PROCESS

- i. Residents are expected to follow all reasonable directions of Living at La Trobe and University personnel.
- ii. Alleged lower-level breaches of the Rules (as determined by the University) will be managed at the local level and generally informally.
- iii. If lower-level conduct is repeated, such conduct may be considered a moderate/serious breach of the Rules.

### a. Moderate/Serious breaches

#### University Student Residents

Where a Resident who is a La Trobe University student is alleged to have breached these Rules and the conduct is considered to be moderate or serious (as determined by the University), the matter will be managed as potential student misconduct under the University's [General Misconduct Statute 2009](#).

Living at La Trobe will refer such matters to its Student Conduct and Investigations Office. The Student Conduct and Investigations Office will assess all moderate or serious alleged breaches of the Rules and may:

- i. refer the matter back to Living at La Trobe with recommendations for management at the local level;
- ii. manage the matter in accordance with the relevant University student conduct policy/procedure (e.g. the [Sexual Harm Prevention and Response Policy](#)); and/or
- iii. refer the matter to a General Misconduct Officer per the University's General Misconduct Statute.

If the Student Conduct and Investigations Office confirms that the Resident (who is a La Trobe University student) has been found to have breached the General Misconduct Statute, Living at Trobe may also take accommodation-specific action under sections 18(d) and (e) below without first having to investigate and conduct a disciplinary meeting detailed in section 18(c) (as the Resident will already have had an opportunity to respond to the allegation/s concerned).

If a student Resident is excluded or suspended from the University under the General Misconduct Statute, their Residential Agreement may be terminated or

suspended by the University from the date of the expulsion/suspension from the University (in which case their entitlement to reside in Student Accommodation will be terminated or suspended, as applicable).

The following list outlines potential moderate or serious breaches of the Rules and should not be used as an exhaustive list:

Breach	Example of breach
<b>Failure to comply with reasonable direction, policy, or law</b>	Breach of a reasonable or applicable direction, University policy, regulation or law.
<b>Sexual harm</b>	Misconduct of a sexual nature, including: <ol style="list-style-type: none"> <li>a. sexual assault and rape;</li> <li>b. sexual harassment;</li> <li>c. sexual exploitation;</li> <li>d. sexual abuse; and</li> <li>e. any conduct of a sexual nature without consent, including:               <ol style="list-style-type: none"> <li>a. obscene, indecent, threatening language or behaviour (including indecent exposure);</li> <li>b. observation, filming or distributing an image of a person's genital or anal region or an intimate image without consent (for example, revenge pornography);</li> <li>c. drink spiking;</li> <li>d. stalking; and</li> <li>e. hazing of a sexual nature.</li> </ol> </li> </ol>
<b>Assault</b>	The act of inflicting physical harm or unwanted physical contact upon a person
<b>Repeat local-level breaches</b>	As determined by the University in accordance with these Rules
<b>Unauthorised access</b>	Unauthorised access to any Room
<b>Tampering with safety/security equipment</b>	Covering/interfering with smoke detectors and fire alarm systems

### **Non-La Trobe University Student Residents**

Where Residents are not students of La Trobe University, moderate or serious breaches of the Rules will be managed in accordance with the Living at La Trobe disciplinary process detailed below at section 18(c).

#### **b. Interim Measures**

While any University/Living at La Trobe disciplinary process is underway, interim risk mitigation measures may be put in place by the University. This could include the University directing a Resident not to go near or contact another Resident, relocating a Resident and/or temporarily suspending a Resident's entitlement to reside in Student Accommodation. Failure of a Resident to adhere to these measures may result in further disciplinary action.

#### **c. Living at La Trobe Disciplinary Process**

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The following principles will apply to Living at La Trobe's disciplinary process.

Residents will:

- i. be advised of the allegation(s) in a timely manner;
- ii. be provided with relevant information regarding the allegation(s);
- iii. have an opportunity to provide their account of events and respond to the allegation(s);
- iv. be able to bring a support person to any meeting to discuss the allegation(s); and
- v. have their explanation fairly considered by an impartial decision maker.

Where it is alleged that a Resident's behaviour is a moderate or serious breach of these Rules (and the matter is not being treated as potential General Misconduct under the University's General Misconduct Statute) they will be invited to attend a meeting with the Director, Student Life (of the University). During the meeting, Residents will be given the details of the alleged incident and evidence in support of their involvement. Residents will also be told how the alleged incident, if proven, would breach these Rules.

Residents may bring a support person to any disciplinary or outcome meeting. A support person can be a friend, another Resident, or a student leader. The support person's role is to observe the meeting and provide support and guidance, as requested. The support person may not represent the Resident or speak on the Resident's behalf. If a La Trobe University student, the Resident may consult with Student Wellbeing or Advocacy at the [La Trobe University Student Union](#) for further support during a disciplinary process.

The Resident alleged to have breached the Rules may respond to the allegations and present additional information and/or evidence relevant to the incident either during or as soon as practicable after the meeting.

If a Resident does not attend a disciplinary meeting, or unreasonably request an alternative meeting time, a determination may be made without their input. Any meetings rescheduled at a Resident's request must take place within 2 business days from the original date/time unless there are extenuating circumstances. It is the responsibility of the Resident to actively check their email as all correspondence will be communicated via it.

Following a disciplinary meeting and any subsequent meetings, the Resident will be notified in writing of the determination made by the Director, Student Life or delegated nominee.

#### **d. Formal Outcome**

The investigation of each alleged breach of the Rules (local level, moderate or serious) may result in one or more of the following outcomes being decided by Living at La Trobe or Student Conduct and Investigations, which will be recorded on the Resident's file:

- i. No formal action: Where a determination is made that the alleged breach(es) was not, or were unable to be, substantiated, no formal action will be taken.
- ii. Formal warning/sanction: Where a determination that a minor or moderate breach has occurred, a formal warning may be issued. Other possible sanctions (detailed below) may also be applied. The Residential

- status of the Resident will be recorded as 'warning' and any further breaches could result in probation and/or eviction (depending on the seriousness of the incident).
- iii. Probation/sanction: Where a determination that a moderate or serious, or repeated breach of these Rules has occurred, a Resident may be placed on 'probation'. Other sanctions (detailed below) may also be applied. Where a Resident is on 'probation,' it means that if there is any further breach of these Rules, it may result in eviction (in accordance with these Rules).
  - iv. Final Warning: When a Resident is already on 'warning' or 'probation' status and commits violations of these Rules, they may be issued a Final Warning. Where a Resident is on 'Final Warning' status, it means if there are any further breaches of these Rules, it will result in eviction.
  - v. Eviction: Where a determination that a serious or repeated breach of these Rules has occurred, a Resident may be evicted from Student Accommodation. Grounds for eviction include, but are not limited to:
    - tampering with safety/security equipment;
    - physical assault and/or harassment (including threats of such conduct), stalking and other psychological aggression;
    - sexual assault and/or sexual harassment; and
    - the possession, use, sale, or distribution of illegal or non-prescribed drugs or other illegal substances.

#### **e. Other Sanctions**

When a Resident is found to have breached the Rules, one or more of the sanctions outlined below may also be applied by Living at La Trobe or Student Conduct and Investigations. The aim of a sanction is to restore damage caused to the community or individual relationships, provide education to the Resident on how their behaviour has impacted their community, and/or address addictions or other behavioural needs.

Failure to comply with any sanction applied under these Rules will be treated as a separate breach of these Rules, with the likelihood of further disciplinary consequences.

Possible sanctions include, but are not limited to:

- i. Educational assignment: Residents may be assigned a project or program to be completed by a set deadline. For example, completion of an alcohol education/awareness program.
- ii. Review meetings: Residents may be required to attend scheduled review meetings with a designated Living at La Trobe or other University staff member.
- iii. Community restitution: Residents may be asked to assist with a community task or event.
- iv. Financial restitution: Residents may be required to cover the costs associated with the breach (e.g. damage caused to University or personal property).
- v. Loss of privileges: Residents may lose certain privileges, for instance the ability to borrow resources, an on-site alcohol ban for a specified duration, and/or attending Residential events and activities.
- vi. Transfer: Residents may be permanently relocated from one Room to another (depending on the availability of a suitable space).

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- vii. Barring Notice and/or Warning Off: Residents may be prohibited from entering licensed premises at the University.
  - viii. No contact direction: Residents may be requested to refrain from contacting another Resident.
  - ix. Student leadership sanctions: a Resident's student leadership position may be terminated (together with any Rent rebate for such position), or placed on probation (with further breaches of these Rules potentially resulting in the termination of the Resident's appointment to the leadership role).

#### **f. Appeal of a Disciplinary Decision**

Residents who wish to review a decision made under the General Misconduct Statute may do so in accordance with its provisions.

The below appeals process is only available to Residents who do not have an appeals/review process available to them under the General Misconduct Statute.

Residents have **20 business days** after receipt of a written disciplinary decision made by the University in accordance with the Rules to submit a formal written appeal to such decision. The Resident may not appeal simply because they do not like the sanction(s) imposed. A Resident's right to appeal must meet one of the following grounds:

- i. the penalty imposed is too severe; or
- ii. there is new significant information/evidence that may have a material effect on the decision reached.

A Resident's formal written appeal must:

- i. clearly state the grounds on which the appeal is sought and provide particulars in support of those grounds; and
- ii. be submitted to the Deputy Vice-Chancellor (Academic) via [student.conduct@latrobe.edu.au](mailto:student.conduct@latrobe.edu.au).

The Deputy Vice-Chancellor (Academic) may consult with University staff, contractors and external parties where appropriate, from which the disciplinary outcome may be upheld, varied or overturned.

Any sanctions which have been applied will remain in place during the appeal process until the matter has been considered and determined.

#### **Appeal Outcome**

Living at La Trobe will notify the Resident of the outcome of their appeal, including the reasons for the decision.

## **19. COMPLAINTS**

If a Resident has a concern about any aspect of their residency, they are encouraged to raise this at the earliest opportunity with a member of Living at La Trobe. Living at La Trobe staff will listen to the concern raised and seek to resolve it.

If the matter is unable to be resolved at the local level, a complaint can be lodged with the La Trobe University Complaints Office at [studentcomplaints@latrobe.edu.au](mailto:studentcomplaints@latrobe.edu.au).

# Appendix 1

## 1. LIVING AT LA TROBE SCHEDULE OF FEES

Item or Charge	Charge (AUD)
Departure cleaning fee	\$130.00
Direct debit decline fee	\$10.00
Late fee (rent)	\$25.00
Replace access card	\$45.00
Bond	\$1,000.00
International bank fee	\$20.00
Residence transfer fee	\$85.00
Room swap fee	\$85.00
Lock-out fees if between 5:00pm-9:00am	\$10.00
Tampering with emergency, network, or other equipment	Subject to quote

Replacement Costs	Charge (AUD)
Bed frame	Market Purchase Price, approximately \$600.00
Mattress	Market Purchase Price, approximately \$300.00
Mirror	Market Purchase Price, approximately \$120.00
Curtains (per room)	Market Purchase Price, approximately \$400.00
Curtains (common room)	Market Purchase Price, approximately \$800.00
Coffee table	Market Purchase Price, approximately \$350.00
Couch	Market Purchase Price, approximately \$1,200.00
Lounge chair/tub	Market Purchase Price, approximately \$400.00
Study/visitor chair	Market Purchase Price, approximately \$200.00
Desk	Market Purchase Price, approximately \$500.00



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Flyscreen removed from window

Market Purchase Price, approximately \$100.00

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Other Charges	Charge (AUD)
General Cleaning 1 x Cleaner 2 x Cleaners	\$45.00 per hour (min charge 30 minutes) \$90.00 per hour (min charge 30 minutes)
Carpenters rate (hourly)	\$80.00
Carpet replacement (per room)	Market Purchase Price, approximately \$600.00
Carpet steam clean (per room)	Market Purchase Price, approximately \$100.00
Fire blanket	Market Purchase Price, approximately \$120.00
Fire extinguisher	Market Purchase Price, approximately \$200.00
Tampering with fire equipment (no alarm/alarm activates)	Subject to Fire Rescue Victoria charge, approximately \$3,500.00
Fire alarm (negligent behaviour/malicious)	Subject to Fire Rescue Victoria charge, approximately \$3,500.00

# Appendix 2 (Interpretation & Glossary)

## 1. INTERPRETATION

In these Rules, unless the context otherwise requires:

- i. a reference to residency is a reference to a Resident's residency within Student Accommodation
- ii. words importing the singular include the plural and vice versa
- iii. where a word or phrase is given a particular meaning other parts of speech and grammatical forms of that word or phrase have corresponding meanings
- iv. where the expression including or includes is used it means 'including but not limited to' or 'including without limitation'
- v. a reference to a paragraph, subparagraph, schedule or appendix is a reference to a paragraph, subparagraph, schedule or appendix of these Rules
- vi. any amounts set out in this Agreement are in Australian Dollars unless otherwise expressly specified; and
- vii. headings are for convenience only and do not affect interpretation.

## 2. GLOSSARY

In these Rules, unless the context otherwise requires, the following terms have the following meanings:

<b>Bond</b>	means the bond payable by a Resident as part of accepting an Offer in accordance with section 3(a)
<b>Catering</b>	means food and beverage catering services offered by the University to Residents living at its Bundoora campus in accordance with section 11
<b>Catering Fees</b>	means the fees payable by a Resident for Catering as part of their Subscription
<b>Check In</b>	means a Resident's initial check in to Student Accommodation
<b>Course</b>	means a course of study offered by the University, La Trobe College Australia, RMIT University or Wodonga Institute of TAFE
<b>Dining Hall</b>	means the University's Glenn College Residential Dining Hall
<b>General Misconduct Officer</b>	has the meaning set out in the General Misconduct Statute
<b>General Misconduct Statute</b>	means the University's <i>General Misconduct Statute 2009</i> , available at: <a href="https://www.latrobe.edu.au/_data/assets/file/0020/155414/General-Misconduct-Statute-2009.pdf">https://www.latrobe.edu.au/_data/assets/file/0020/155414/General-Misconduct-Statute-2009.pdf</a>
<b>Living at La Trobe</b>	means the business unit of the University that administers Student Accommodation
<b>Meal Time</b>	means a meal time specified in section 11(c)
<b>Meal Times</b>	means, collectively, each meal time specified in section 11(c)

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<b>Offer</b>	means an offer issued by the University to a Student for that Student to live in Student Accommodation
<b>Portal</b>	means the UniLodge Portal for Student Accommodation located at: <a href="#"><u>UniLodge Portal</u></a>
<b>Rent</b>	means rental fees payable by a Resident for Student Accommodation in accordance with their Residential Agreement and (if applicable) includes Catering Fees
<b>Resident</b>	means a Student living within Student Accommodation
<b>Residential Agreement</b>	means a contract between a Resident and the University governing that Resident's residency in Student Accommodation
<b>Room</b>	means a room, apartment, flat or house allocated to a Resident as part of Student Accommodation for their occupation and use in accordance with the Rules
<b>Rules</b>	means these Conditions and Rules of Residence
<b>Schedule of Fees</b>	means the schedule of fees set out at Appendix 1
<b>Student</b>	means an individual enrolled in a Course
<b>Student Accommodation</b>	means student accommodation located at the University and includes associated services
<b>Subscription</b>	means a Resident's subscription to Catering as detailed in section 11
<b>UniLodge</b>	means UniLodge Australia Pty Ltd ABN 49 078 921 169
<b>University</b>	means La Trobe University ABN 64 804 735 113