

Tenant information Guide:



When renting, it is very important to

- * pay the rent on time
- * keep the property clean and undamaged and leave it in the same condition it was in given to you, when you moved in (fair wear and tear expected)
- * abide by the terms of the tenancy agreement
- * respect your neighbours' right to peace and quiet

Tenancy agreement

The Residential tenancy agreement also called a lease, is a legally binding written contract between you and the property owner. It must include standard terms and may include special terms (e.g. keeping pets).

You and the property manager must sign the agreement and you should be given a copy.

Bond

A rental bond is a security deposit you pay at the start of a tenancy and is lodged with the RBO. Once the bond is paid the property manager must give you a receipt and complete a Bond lodgement which you must sign. The property manager must lodge the bond with the RBO. You will receive notification from the RBO once the bond has been lodged, listing your Bond # and amount of Bond held at the RBO.

Your agent must offer you the option of using Rental Bonds Online, Fair Trading's secure online service to manage and refund bond money easily and directly with Fair Trading. Your agent should give you the Getting started with Rental Bonds Online – information for tenants form. This outlines what you need to use the service and how you can register and pay your bond yourself.

Moving in

Rent

Generally you will be asked to pay rent in advance before, or when, you Move in. Maximum of 2 weeks rent in advance and 4 weeks bond. You cannot be asked to pay anymore rent until the rent in advance has been used up.

Rent increases

Rent cannot be increased during a fixed term agreement unless it is stated in the agreement and even then 60 days' notice (in writing) must be given.

Water usage

You can be charged water usage costs only if the property has its own water meter.

Entry condition report

The property manager must give you an Entry condition report
It is important for you to take the time and check the condition of the property at the start of the tenancy. This will help to avoid disputes about the condition of the property when you move out. You must complete the report and return a signed copy to the property owner/manager within 7 days.

We recommend you take photos and attach them to the report as proof of the condition

During a tenancy

Maintenance

You are responsible for looking after the property and keeping it, and any inclusions (like the oven), clean. The property owner is responsible for ensuring the property is fit to live in and in a good state of repair, including, carrying out general repairs and maintenance during your tenancy.

Repairs

You should notify the property manager of any necessary repairs. They will generally carry out the repairs or organise someone to do them. You shouldn't carry out repairs without written consent. When entering the property to fix the problem
If you or your guests damage the property, you may have to pay for the repairs.

Fixtures

Fixtures can only be added with the property manager's written consent

What to do in an emergency

If the property /manager or nominated repairer listed on your tenancy agreement cannot be contacted, you can arrange for a qualified person to carry out emergency repairs, to a maximum value of \$1000.00 to be undertaken by a licensed or qualified person. If you pay the repairer you will need to give the receipt to the property /manager, who must pay you back within 14 days.

Keep copies of all receipts. Please see list below for emergency/urgent repairs:

Urgent repairs means any work needed to repair any of the following:

a failure or breakdown of the gas, electricity or water supply
a failure or breakdown of any essential service for hot water, cooking, heating, cooling or laundering
any fault or damage that makes the premises unsafe or insecure, serious damage from a natural disaster.

Examples of damage include:

a burst water pipe

an appliance or fixture (such as a tap) that is not working or broken and is causing a substantial waste of water

a blocked or broken toilet

a serious roof leak

a gas leak

a dangerous electrical fault

flooding or serious flood damage

serious storm or fire damage

Smoke alarms

Property managers must install and maintain smoke alarms in rental properties

Tenants also have responsibilities including cleaning smoke alarms and replacing batteries.

Inspections and viewings

Routine inspections can be carried out every 3 months to ensure the property is well cared for and there are no maintenance or health and safety issues.

The property manager may also need to enter the property for repairs or a viewing if it is being re-let or put up for sale.

The property owner/manager may enter in an emergency or if you verbally agree with the entry. Entry must occur at a reasonable time.

Sub-letting

If you want to rent out a room or part of the property, you must seek written permission from the property manager.

Moving out

Ending Residential Tenancy agreement

You cannot move out at the end of a fixed term agreement without giving written notice.

If you wish to leave you must give 14 / 21 days' notice in writing.

You must continue to pay rent until you move out.

You must leave the property in the same condition it was in before you moved in, Fair wear and tear expected.
Remember to disconnect your electricity, gas, telephone and internet from your current property and re-direct your mail when you move out.

Breaking your tenancy agreement

If you break the tenancy agreement (e.g. you decide to leave early), you may be responsible for compensating the property owner for lost rent until another tenant can be found or the tenancy ends. You may also be liable for other costs such as the cost of re-letting the property and advertising. The property owner/manager must make an effort to limit your loss or expense.

If you need to end your agreement early, you should give as much notice as you can. You should make it as easy as possible for the landlord or agent to show the premises to potential new tenants.

Should your tenancy agreement not include a Break Fee, a landlord may wish to seek compensation for financial loss due to you breaking your lease term early.

These costs may include, loss of rent, advertising and a letting fee (if your landlord uses an agent).

The break fee is a penalty you agree to pay if you move out before the end of the fixed term.

If the fixed term of the agreement is for three years or less the break fee is:

- Six weeks rent if you move out in the first half of the fixed term
- Four weeks rent if you move out in the second half of the fixed term.

Exit condition report/ Final inspection

This report shows the condition of the property when you leave. If possible you should try to arrange a final inspection with your property manager.

Getting your bond back

You get your bond back at the end of the tenancy as long as no money is owed to the property manager for rent, damages or other costs.

You have to complete the bond claim form, when you hand in your keys. You need to include your contact details, forwarding address and bank account details to receive your bond refund. **
Bonds can only be refunded into Australian bank accounts.