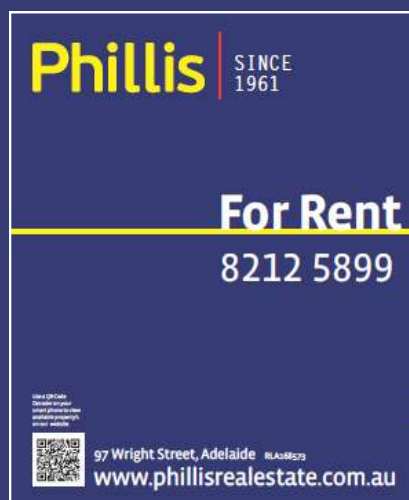


# Tenancy Handbook

**Introduction & Guide**

For Your Tenancy with

**Phillis Real Estate**



# **Tenancy Handbook**

**To be returned to  
Phillis Real Estate  
at completion of tenancy**



# TENANCY HANDBOOK CONTENTS

<b>Contents</b>	<b>2-7</b>
<b>Welcome</b>	<b>8</b>
<b>Getting started - What You Must Do First!</b>	<b>9</b>
Utility Connections	9
Wanting us to get you connected?	9
Power and Gas	9
Telephone and Internet	9
Important Condition - Intact telephone Line	9
<b>Getting Ready for your Tenancy Induction</b>	<b>10-11</b>
Keys- Swipe Cards- Remote Control Units	12
<b>Moving into Your Rental Property</b>	<b>12</b>
Changing Address	12
Contact Details	12
Payment and Lodgement of your Bond	12
Property/Furniture Condition Report	12
Tenant Contents Insurance	13
<b>During Your Tenancy</b>	<b>14</b>
General Repairs	14
Emergency Repairs - Afterhours	14
Routine Inspections and Photos	15
<b>Routine Inspection Guide</b>	<b>15</b>
Inside the Property	15
Outside the Property	15
If you have an Approved Pet	15
Rent Reviews	16
Lease Renewals	16
Landlord Mail and Contact	16
<b>Your Rent Payments</b>	<b>16</b>
Zero Tolerance Policy for Late Rentals	16-17
The National Internet Tenancy Database - Rent Default	17
Dishonoured Rent Payments	17
Calendar Monthly Payments	17
Understanding 'Rent in Advance'	18

<b>Taking Care - Inside the Property</b>	<b>19</b>
Misplaced Keys	19
Property Damage	19
Noise/Disruption	19-20
Air Conditioners	20
Heaters	20
Fireplaces	20
Pot Plants	20
Aquariums	20
Strict No Smoking Policy	21
Tenant Painting	21
Fixtures and Fittings	21
Smoke Alarms	21
Picture Hooks	21
Washing Curtains	21
House Cracking and Movement	21
Termites	22
General Cleaning	23
Carpet Cleaning	23-24
<b>In the Kitchen</b>	<b>24</b>
Chopping Boards	24
Bench-top Joins	24
Grouting/Tiling/Taps	24
Oven and Stove Tops	25
Exhaust Fans/Vents and Range Hoods	25
Cupboards/Drawers	25
Dishwashers	26
<b>In the Wet Areas - Bathroom, Toilet and Laundry</b>	<b>26</b>
Shower Screens	26
Blocked Sinks/drains	26
Foreign objects down drains	26
Loose Tiles	26
Wall water damage	26-27
Taps Leaking	27
Toilets Leaking	27
Hot water system leaks	27
<b>Taking Care - Outside the Property</b>	<b>28</b>
Water restrictions	28
Watering Your Garden and Water Restrictions	28
Watering Systems	28
Weeding and Shrub Trimming	28
Lawn Maintenance	28
Supplied Hoses/Fittings	28
Rubbish	28-29
Oil Drillage	29
Parking on Lawns and Gardens	29

<b>Swimming Pools and Outdoor Spas</b>	<b>30</b>
Pool/Spa Cleaning	30
Supply of Chemicals	30
Pool/Spa covers, accessories, equipment and pool furniture	30
Pool/Spa Fences and Gates	30
<b>Pets at the Property - Right Expectations</b>	<b>31-32</b>
Sub-letting	32
Bond - Changing Tenants	32
Property for Residential Use Only	32
<b>Saving Water - 20 Great Tips</b>	<b>33</b>
In the Kitchen	33
In the Bathroom	34
In the Toilet	34
In the Laundry	34-35
Around the House	35
In the Garden	35
<b>Your Safety - Being Aware</b>	<b>36</b>
<b>Saving Power - Some Tips</b>	<b>37</b>
Keeping Cool and Saving Power	37
Keeping Warm and Saving Power	37
Other Useful Power Saving Tips	37
<b>Strata Titles - Body Corporate</b>	<b>38</b>
Common Property	38
Parking	38
Noise and Disturbance	38
Taking Responsibility for your Visitors	38
<b>Vacating the Property</b>	<b>39</b>
Notice in Writing	39
Ending a Fixed Term	39
Ending a Non-Fixed (Periodic) Term	39
Breaking a Fixed Term	39
Getting Your Bond Back Quickly - Criteria	40
Outstanding Rent	40
Cleaning	40
Carpet Cleaning	40
The Final Inspection	41
Outstanding Monies/Damages	41
Eviction	41
National Internet Tenancy Database	41

<b>Getting the Property Ready for Vacating - Checklist</b>	<b>42</b>
Inside the Property	42-43
Outside the Property	44
If you have a Pet	44
<b>Need Some Help to Get Property Ready?</b>	<b>45</b>
<b>Information Brochure - Residential Tenancies Act - 1995</b>	<b>46-55</b>
Office of Consumer and Business Affairs – Contact List	56
<b>National Tenant Database – Tenant Lodgement</b>	<b>57</b>

## Welcome to Renting with Phillis Real Estate

Congratulations on your tenancy approval. You have been approved because we are confident that, like all our tenants, you will be able to pay the rent on time, keep the inside clean and maintain the property, lawns and gardens.

We have created this guide to assist you with being prepared for your tenancy induction, and also to assist you with having the right expectations during your tenancy with us.

We believe that a smooth relationship can only occur when we all have the right expectations and work diligently to ensure we fulfil our tenancy obligations.



## Getting Started - What You Must Do First!

### Utility Connections - Getting Connected

It is a tenant responsibility to ensure your power, gas, phone, internet, etc have been connected into your name.



### Wanting us to get you connected?

If you have already indicated on your application form what connections you would like us to do on your behalf, we will arrange the connection through 'Direct Connect' for you as soon as possible - this is a free service to you!

**Direct Connect Contact** - phone:1300 664 715 - fax:1300 664 185

Should you wish to arrange connections for yourself, here are some useful numbers:

#### Power and Gas

AGL (Gas or Electricity) 13 3000

TRU (Gas or Electricity) 13 3466

Origin (Gas or Electricity) 13 2461

#### Telephone and Internet

Telstra: 13 22 00      [www.telstra.com.au](http://www.telstra.com.au) (also has e-cards to notify change of address)

Optus: 13 33 45      [www.optus.com.au](http://www.optus.com.au)

AAPT: 13 88 88      [www.aapt.com.au](http://www.aapt.com.au)

### Important Condition - Intact Telephone Line

Please note it will be a condition of tenancy that if a phone landline is intact when you take occupancy, you will need to ensure that the line is fully intact when you vacate. If this service is not used or connected the phone company may after a short time come and remove the line from the property, resulting in high costs to have this restored by the next occupant.

Please know that the payment of these services is your responsibility, so ensure they are connected into your name before you move into the property.

## Getting Ready For Your Tenancy Induction

To ensure you have the right expectations regarding the start of your tenancy and the induction process, we ask you to observe the following important points:

- a) **Keeping Your Appointment Time** - the time you have been allocated for your tenancy induction has been specifically allocated amongst our other appointments, which are usually 'back-to-back'. This means it is crucial you are on time for the appointment because if you are late, our induction time may have to be allocated several hours later until the next complete time slot is available.

Avoid being inconvenienced! Therefore to avoid unnecessary delays and inconvenience please ensure you are on time for your appointment. If you believe you will be delayed, even by 10 minutes, please call us ahead so we can confirm if another appointment time will need to be made to accommodate your change in appointment circumstances.

- b) **Appointment Time Allocation** - as we need to explain all your tenancy details thoroughly, please allocate up to 45 minutes for your tenancy induction.
- c) **All Persons to be Present** - all tenants approved on the application will need to be present (people who will be legally responsible and signing the lease).
- d) **No Cash Policy** - we have a no cash policy! Therefore could you please supply us with a **Bank Cheque** or **Australia Post Money Order** when paying your **bond** and **first 2 weeks rent**. We regret that we are unable to accept a personal or a company cheque.
- e) Bank Cheques/Money Orders to be made out to **Phillis Real Estate Trust Account**

**Possession Granted** - please note that property possession will be granted once the following has been fulfilled -

- a) **Tenancy Start Date** - your tenancy start date commences, as per your tenancy agreement, and
- b) **Rent** - your first 2 weeks rent has been received by our agency, and
- c) **Bond** - your full bond payment has been received by our agency.

**Important - Keys issued early.** It is important to note we are unable to issue keys early, or grant access to the property any earlier than the allocated tenancy start date. An example of this is where access to the property is required to move boxes into a garage or bedroom to get the moving process started earlier, or a removal truck company requires access a couple days earlier. Under all circumstances we cannot issue any keys earlier than the start date of the tenancy, for legal and security reasons.

**During the Tenancy Induction we will go through the following with you**

- a) **Tenancy Agreement** - the specific details of your tenancy with us.
- b) **Payment of Rent - NO CASH ACCEPTED – OPTIONS** are through the DEFT Payment System or **MONEY ORDER** – If you choose to pay through the DEFT system MacQuarie Bank gives you the option of paying your rent from either a **Savings** or **Cheque** account by 'registering for direct debit' and the bank will charge you **\$0.85 cents** per transaction. If you choose to have your rent debited from a **credit card** the bank will charge you a **% surcharge fee** depending on what type of credit card you use.
- c) **Zero Tolerance Late Rent Policy** - we will explain our zero tolerance policy to late rent payments.
- d) **Bond Lodgement** - sign the lodgement form that will accompany the lodgement of your bond with our state bond authority - Tenancies Branch - Office of Consumer & Business Affairs - (08) 8204 9555 (Bonds).



- e) **Property Condition Report** - we will explain what you need to do with your property condition report.
- f) **Repairs and Emergency Repairs** - our procedure.
- g) **General Information Brochure** - Residential Tenancies Act 1995 will be issued to you.
- h) Any other important matters.
- i) Water supply/usage – Subject to the terms and conditions of the tenancy agreement you maybe required to pay water supply and usage charges.

- j) **Monies received** - at this appointment we will issue you with a receipt for your payment of any rent/bond, unless already received beforehand.

After all of this is completed, you will be given access to the property by providing you with the property keys.

## Keys – Swipe Cards – Remote Control Units

At **commencement** of your tenancy you will be given **keys** to the property and/or access **swipe card/s - remote control units**. Should you wish to create **extra copies** of keys it will be at tenant/s own expense. When you **vacate** the property it is important to note we will need back all keys, swipe cards and remote control units given to you at tenancy start, and all extra copies created during your tenancy period. If you **change the locks** during tenancy, at tenant/s expense, **you are obligated to provide Phillis Real Estate with a full set of the new keys for property access.**

## Moving Into Your Rental Property

### Changing Address

Ensure that you let financial organisations, road transport departments and other important bodies know of your change of address.

### Contact Details

Once your new contact details are available like a landline phone number and postal address, (if different from your residential rental property address) please email these details to us at [reception@phillisrealestate.com.au](mailto:reception@phillisrealestate.com.au)

**Payment and Lodgement of Your Bond** - will be lodged at the Bonds Section – Office of Consumer & Business Affairs in accordance with legislative requirements. You can expect confirmation from them indicating your bond lodgement number.

### Property/Furniture Condition Report

Please ensure that you return your signed copy, amended if necessary of your property/furniture condition report to us within **14 days** of the tenancy start date. If this is not returned please be aware that the original inspection will be used for end of tenancy comparison, regardless of whether you agree to the original report or not.



## Tenant Contents Insurance

**It is crucial that you affect your own tenant contents insurance.**

It is important to note that should your goods be damaged or destroyed by circumstances affecting the owner's property (i.e. fire, storm damage, power outages etc) then your goods and possessions are **not insured** by the owner.

**Example One:** An electrical fault in the building starts a fire and the property is destroyed. Your possessions will not be covered by the owner's insurance.

**Example Two:** You are away on holidays and the power cuts out due to an electrical fault in the building. You return home to find your fridge/freezer goods spoilt. The owner's insurance will not cover your fridge/freezer goods.

**Example Three:** A storm blows a tree onto the house and in the process your belongings are damaged. The owners insurance will not cover your possessions.

In all cases above, quality tenant contents insurance should cover your goods for these given examples. Please check with your insurer however for the cover they can provide you.

You need to ensure that all your goods are adequately insured and the owner/agent will not be liable for damaged or destroyed tenant possessions.



Fire damage to your possessions is not covered by the owner's building or landlord insurance. You need to ensure you have adequate tenant contents insurance cover.

## During Your Tenancy

### General Repairs

We insist that all **repairs are lodged in writing**. You can lodge written repair requests by downloading a repair request form from [www.phillisrealestate.com.au](http://www.phillisrealestate.com.au) or use the provided repair request forms handed to you at tenancy start. You can lodge your repair requests by fax or post.

### Emergency Repairs

Emergency items are generally those that could cause injury to the tenant or damage to the property, and may include:

- **Water pipes** have broken or burst
- **Blocked or broken toilet** (if a second toilet is not available)
- **Serious roof leak or gas leak**
- **Dangerous electrical fault**, dangerous power point, loose live wire etc;
- **Flooding, rainwater inundation** inside the property, or **serious flood damage**
- **Serious storm, fire or impact damage** (i.e. impact by a motor vehicle)
- **Failure or breakdown** of the **gas, electricity or water supply** to the premises
- **Failure or breakdown** of an **essential service or appliance** providing for water or cooking facilities on the premises
- **Hot water service failure** on a weekend, or long weekend (this would not be considered an afterhours emergency if this occurs **on a week night**)
- **Fault or damage** that makes premises **unsafe or insecure**
- **Fault** likely to **injure** a person, cause **damage** or **extreme inconvenience**

**Afterhours emergency repairs.** Should an emergency repair be required after hours then you need to call our office phone number **8212 5899** and follow phone recording prompts and your call will be transferred to a mobile number. If this number is not answered leave your name, time of call, address, contact number and brief emergency details. We will get back to your accordingly.



It is always important to know if a repair is an emergency or a general repair. Getting this wrong may be costly to the tenant if the repair is conducted after hours!

## Routine Inspections and Photos

We inspect the property approximately every **3 months**, or at intervals the landlord has authorised. This periodic inspection is not as detailed as the 'in-going' tenancy inspection. This inspection is more of a walk through, checking room-by-room to make sure the tenant is maintaining the property in a reasonable **satisfactory condition (cleanliness)**, to see if **any maintenance issues** need to be addressed by the landlord and to **record any damage**.

**Photos** - also note that the inspection may also involve taking photos of the front and rear grounds, any repairs required and damage found. It is policy that we **do not take** photos of tenant possessions.

## Routine Inspection Guide - What we look out for at inspections

### Inside the Property

- Walls/light switches/doorways and doors are clean from marks
- The carpets are clean and stain free
- The windows, tracks and screens are clean
- The kitchen area clean and oven/stove, top and sides is free of burnt on food/grease and carbon staining.
- Shower, Bathroom, Toilet and Laundry tiling is clean
- All areas and rooms are fully accessible (not locked)



### Outside the Property

- The lawns are freshly cut/edged and maintained
- Gardens tidy and presentable/weeds removed
- Rubbish/lawn clippings removed
- No unregistered car bodies on the property
- Oil Stains removed from carports, garages and driveways
- All areas, garages, storerooms etc are all accessible
- Swimming pool/spa - water and sides/bottom are clean



### If You Have an Approved Pet

- Any droppings are picked up and removed
- Any pet damage or rubbish scattered is repaired and cleaned up
- Ensure all/any dogs are properly restrained for the inspection



## Rent Reviews

Rent reviews occur at lease renewal time and are adjusted in accordance with market conditions. Please also note that a rent review may occur during a 12 month fixed term lease, as long as this is indicated with a clause in the tenancy agreement terms and conditions.

## Lease Renewals

Provided that your rent has been paid on time, and the property has been kept clean and undamaged, the grounds well maintained and the landlord is happy to continue your tenancy, you can expect to receive written advice of renewal.

Once you have received this information, it is important that you let us know whether you accept the renewal advice or you wish to vacate. We need this **advice in writing** from you as soon as possible.

## Landlord Mail and Contact

Should you receive any mail addressed in their name (the landlord name is on your tenancy agreement) please forward this mail to us as soon as possible. **It is important also to know that under no circumstances can the landlord be contacted directly.** As the duly appointed agent the landlord can only be contacted through us. We are employed as the acting landlord of the property.

Please email us at [reception@phillisrealestate.com.au](mailto:reception@phillisrealestate.com.au) should you have any queries to bring to the landlord's attention.

## Your Rent Payments



### Zero Tolerance Policy for Late Rent Payments

We pride ourselves in our careful tenant qualification and screening processes. Applications are approved ONLY on the grounds that we are confident that the rent will be paid on time, every time. However, a minority of tenants still get behind in their rent despite our tenant screening procedures. As we do not know who this will be when we sign tenancy agreements, we need to advise each tenant our Zero Tolerance policy for late rent payments.

Follow-up involves phone calls and persistent personal contact. This has caused some people upset, embarrassment and also resentment. However, we cannot apologise for such action as **we believe that rent must be paid on time...all the time!** We make it clear that our clients who own the rental property have taken out a mortgage. This person has approved your application ONLY on the grounds your rent will be paid on time...**every time!**

Therefore if you believe you may be late with a rent payment, **you must notify us immediately** so we can inform the landlord to prepare and make other arrangements with their mortgage payments, should this be required. It is the tenant/s responsibility to do all they can to make sure their rent is paid on time.

**EVICTION may follow if the problem is not fully remedied!**

Sometimes, some tenants are continually late with payments. If we have a tenant that is consistently behind despite all of our best efforts, we will recommend to the landlord for this lease not to be renewed. The tenant will then be required to vacate the property at the end of their lease and also be furnished with a poor performance reference should a new landlord or agent require one.

**The National Internet Tenancy Database - Rent Default**

In extreme cases, details of the tenancy are lodged on a **National Internet Tenancy Data Base. This will affect** further tenancy arrangements with other real estate agents not only in your local area, but also throughout South Australia, Australia and New Zealand. **This will cause you severe inconvenience and hardship** for your future accommodation prospects. It is important to note that all real estate agents check this tenancy database when they receive an application for tenancy. If your details come up, you will find they automatically reject your application.

Therefore we encourage everyone to ensure their rent is paid on time, so that our business relationship remains beneficial for both parties.

Please call us should you have any queries regarding our **Zero Tolerance Late Rent Policy**.

**Dishonoured Rent Payments**

Macquarie Bank charges Phillis Real Estate a dishonour fee and that fee will be invoiced to the tenant.

**Calendar Monthly Payments**

Should you be requested to pay by calendar month, it is important to understand that the term 'calendar month' does not refer to 4 weeks or 28 days. As each month has either 28, 30 or 31 days, then a calendar monthly amount is more than 4 weeks rent.

To calculate this properly and evenly, we use this simple calculation.

- a) **Weekly Rent divided by 7 days = Daily Rent**
- b) **Daily Rent x 365 days = Yearly Rent**
- c) **Yearly divided by 12 months = Calendar Monthly Rent**

This calculates 12 equal calendar monthly payments, which will be due on the same date each month (i.e. the 1<sup>st</sup> of each month); instead of the same day (i.e. every second Friday) as is the case with fortnightly payments. Please note that a calendar month payment is approximately equivalent to 4.33 week's rent.

## Understanding 'Rent in Advance'

Please ensure your rent is always paid in advance. Some tenants find this concept hard to understand, and some mistakenly believe that the first 2 weeks rent paid is held in trust for use at the end of tenancy, like a bond. It is important to note the first 2 weeks rent paid for your first 2 weeks of tenancy.

Rent in advance concept is simple to understand. If you go into a shop and you select a can of drink from the fridge. If you open the can, drink the contents and then walk to the counter to pay you would agree you might find the storeowner not pleased with your actions! The right thing is to pay for the can of drink first, then consume the contents after paying!

Paying rent in advance works exactly the same way. You purchase the time period in advance, and then consume the time period by dwelling in the property. Once the time period is finished or consumed, you then pay for the next time period again before using it, by continuing in the lease and dwelling in the property. This is the meaning of rent in advance.



## Taking Care - Inside the Property

### Misplaced Keys

If you have misplaced your property keys during business hours you may come to our office, pay a deposit of **\$50 cash** or other forms of security (e.g: driving licence, medicare card, credit card etc) and borrow our office set. The cash deposit or other form of security will be refunded to you once all keys have been returned to our office no later than 24 hours after.

If you have misplaced your keys after hours, you may call a locksmith to assist you back into the property. **This is at the tenant cost.** Should Phillis Real Estate be requested to open the premises after hours then an amount of **\$125** will be charged to the tenant.

**(IMPORTANT!)** Most modern window flyscreens can only be removed from the inside of the property. Attempting to remove them from the outside will result in damage to the flyscreen frame work, and will result in the flyscreen having to be repaired or replaced at your cost. This may cost more than what it would cost to have a locksmith attend the property to allow you access back in.



This flyscreen frame was damaged when the tenant had locked their keys inside and tried to take off the screen from the outside to get through the window!

### Property Damage

If property damage has occurred you are obligated to let us know immediately, or on the next business day if occurring on a weekend or public holiday.

### Noise/Disruption

It is important to note that the utmost care must be taken to ensure you do not disrupt your neighbours with noise. Loud music, parties or otherwise can disrupt a neighbour's right to peace and the quiet enjoyment of their residence.

In the case of units and apartments, particular care must be taken with respect to noise due to the close proximity of other properties, usually located on the other side of the wall. This also includes your obligation to ensure that your visitors are not disrupting neighbours when walking from your premises to their parked vehicles.

### **Air conditioners**

Please, regularly clean any filters and intake vents to ensure there is no build up of dirt and dust, and that the unit is able to draw in air effectively, not hindering performance, or in the worse case scenario, causing the unit to breakdown resulting in costly repairs and/or replacement. Please also note that if an air conditioner breaks down due to filters and vents not being kept clean, costs to rectify the damage or even replace the unit might be charged to tenants.

### **Heaters**

Please ensure any combustion heaters are kept clean of ash build up, and also ensure a protective mat is placed in front of the heater to protect against coals and ash falling out and burning/damaging carpets or floors.

For other heaters, to avoid a fire risk please ensure that no combustible or flammable material is placed on or near heaters.

### **Fireplaces**

If the property you are renting has a fireplace, **this cannot be used** unless you have been given permission from us in writing. Sometimes these are ornamental, or the flue/chimney has been blocked up. Using them could cause a fire to occur.

If this is the case, please ensure a fire screen is used at all times in front of the fire to protect carpets and flooring from burns and ash damage.

### **Pot Plants**

Please keep pot plants outside the property at all times. Pot plants placed inside on hard surfaces, tiles and floors like lino, may leave a circular indent, stains and damage. Pot plants placed on carpet areas run the risk of carpet rot underneath, should moisture overflow or escape even with plates and containers placed underneath to attempt to prevent this.

### **Aquariums**

Like pot plants, aquarium stands can leave rust marks to floors and can cause carpet rot if placed on carpets. Furthermore, if placed on carpets the weight of the aquarium filled with water may cause permanent indentations and damage in the base of the carpet pile.

## Strict No Smoking Policy

All properties have a strict '**no smoking inside**' policy. (Refer to Residential Tenancy Agreement - Terms and Conditions - Tenant's Rights & Obligations 3.2.17)

## Tenant Painting

It is company policy that tenants do not paint any part of the property themselves. We have found in the past that some tenants have not painted the property to a professional standard, resulting in a professional painter being called in to rectify work. It is a policy that any painting can only be carried out by experienced, professional painters with our written permission.

## Fixtures and Fittings

If you wish to install or remove any fixtures or fittings, you must request this beforehand in writing.

**Smoke Alarms** - Should you believe for any reason the smoke alarm(s) installed are not working or the batteries are not functioning, please let us know immediately. Protect your safety by being vigilant and report to us any issues, to ensure your safety in the case of a fire. Our repair request form reminds tenant/s of this issue. Get into a routine of checking the smoke alarm on the 1<sup>st</sup> of each month.

## Picture Hooks

If you wish to install any new picture hooks, please let us know in writing what type of hooks you wish to use and on what wall/room. Please assess the type of walls that are in the property, and the type of picture hooks that are suitable. We will let you know in writing before you are permitted to install appropriate picture hooks.

## Washing Curtains

Most curtains and netting are machine washable but it is vitally important that this be established before any washing occurs. Drapes may only be suitable for dry cleaning, so please check all labels first. Sun damaged, brittle curtains or netting may disintegrate should they be machine washed, so it is best to check the strength of fabric by gently tugging on the material with your fingers. If the material easily pulls apart in your fingers, the material is unsuitable for washing.

## House Cracking and Movement

Please let us know if you notice any cracks to walls, ceilings, cornices and movement. If cracks were in place when you moved in, please let us know if you notice them worsening or growing larger. Please either report these in writing or point them out to us at the routine inspection.

## Termites

Termites will quickly eat through a property and can cause extensive damage. Signs like wood becoming brittle (doorways, skirting boards, wood roof beams etc). Sounding hollow when tapped or knocked and/or with the presence of mud deposits are the tell-tale signs of termites, other than obvious signs of seeing termites themselves. Another warning sign inside can be blistering/lifting paint to inside walls, as they are known to eat away the paper backing to gyprock walls, allowing the plaster to crumble away allowing the termites to come to the wall surface, staying just under the paint lining.

Wood lying around outside and even wooden furniture outside can attract and encourage them. Dripping outdoor taps next to the house can also cause damp and favourable conditions for termites to be attracted.

If you see any signs of termites, or termite damage please bring this to our attention immediately.



These mud deposits indicate active termites



## General Cleaning

It is expected that the property be kept reasonably clean, and this is also a tenancy agreement requirement.

### Pay particular attention to:

- a) **Walls, switches, power points, skirtings, doors and doorways** - please keep these free from marks, dirty finger marks and ensure that tops of door frames are dusted regularly.
- b) **Cobwebs/dusting** - please remove cobwebs from windows, walls and ceilings. Keep vents, light fittings and ceiling fans dusted regularly.
- c) **Curtains/blinds** - keep these cleaned, dusted and also (if suitable) machine or dry clean curtains and netting on an annual basis.
- d) **Windows/sills/window tracks and flyscreens** - keep regularly cleaned and dusted. Please note most modern windows are easily removed from their tracks by lifting the sliding window up at the bottom, and pulling this out for easy cleaning.
- e) **Floors** - please keep regularly swept and mopped. Floors in the kitchen and wet areas may need to be scrubbed to keep surfaces, tiles and grouting looking clean.
- f) **Ventilation** - please ensure that all rooms are kept adequately ventilated to avoid problems associated with condensation, causing mould and possible health problems.
- g) **Wet Areas, bathroom, toilet and laundry grouting/tiles** - please ensure all tiles are kept free from grime, soap scum and mould.

## Carpet Cleaning

All carpets need to be cleaned on a six to twelve month basis, simply because of **hygiene** and **general living**. The best time is after winter or at the end of a wet period.

We recommend professional steam cleaning and we do not recommend the use of 'do-it-yourself' hire machines. These machines lack the ability to adequately withdraw soapy water the machine may have squirted in. Sometimes it is tempting to not have the carpets cleaned on vacating because they have been used only minimally, and some rooms hardly used at all.

We liken this type of situation to borrowing a shirt. Even if we may have worn this for only an hour and not a full day, it is expected that it be returned clean. It is the same for carpets as the next tenants taking possession also need to have clean carpets so this expectation can be transferred to them.

**On vacating please present a receipt to show the carpets have been professionally cleaned.**



Always use a professional carpet cleaner and not use 'do-it-yourself' hire machines!

## **In the Kitchen**

### **Chopping Boards**

Please ensure chopping boards are used on bench tops, so that bench tops are preserved should damage occur from unnecessary cut marks, burn marks from hot items and associated damage, especially to laminate surfaces.

### **Bench-top Joins**

Be on the lookout for joins in the bench-top that have gaps, and the surface laminate has started to bulge or lift at a join. Please let us know if this is starting to occur as this may indicate moisture has seeped into a join, and is swelling the chipboard wood underneath.



Unfortunately this separating join in the bench-top will greatly worsen over time due to swelling chipboard affected by moisture underneath!

### **Grouting/Tiling/Taps**

Be sure that if you notice grouting or silicone sealing coming off and/or loose around any tiles near or around the taps and/or taps dripping/leaking to let us know by repair request. If moisture should get in between tiles, this can damage the wall behind, and even seep into chipboard that is usually present in bench tops causing swelling and irreversible damage to the wood.

## Oven and Stove Tops

Please ensure that stove tops, sides, grillers and ovens are kept free of grease and burnt on food. Food, crumbs and spills when left long enough become burnt on, blackened and carbonised, making them very difficult to remove.

Remember, caution is required with older electric stove tops that have heating hot plate elements, if left on for excessive time periods can turn the element white and burn it out, as maybe no cut out switch is fitted to the unit. Further, electric stove elements left on can cause a safety hazard to persons relative to burns.

Please use care when using scourers as these may scratch and damage enamel or stainless steel surfaces. When cleaning stoves-ovens use a spray-on oven cleaner. Be sure to read and follow the product instructions carefully, as even though these types of products are very effective, they tend to contain harmful caustic fumes and require rubber gloves to be worn at all times when using the product. Please also check that the product is suitable to the type of surface you are applying this to, as some surfaces like stainless steel may become permanently marred/stained using an oven cleaner.



This oven has baked on food and grease making it very difficult and costly to clean



Burnt out element

## Exhaust Fans/Vents and Range hoods

Please ensure any vents and range hood filters are kept clean.

Ensure the exhaust fan cover is clean and kept free of grime build up. From time to time these should be taken down and removed to be sprayed with oven cleaner then soaked in hot soapy water and scrubbed clean. Please use extreme caution when removing these. If you believe this is unsafe (i.e. a high exhaust fan), then let us know so we can arrange to have these cleaned.

## Cupboards/Drawers

Most cupboards and drawers are lined with white lining, which is great for easy cleaning. However substances spilled like sauces will in time prove difficult to remove and may leave permanent stains. Cupboard shelving, doors, doorframes and inside drawers/cutlery tidies should be cleaned at least on an annual basis. Also keep food in sealable containers to avoid insects and vermin gaining access to food and breeding and also creating a disease risk from germs, faeces and urine.

## **Dishwashers**

Dishwashers provided as part of your tenancy need to be cleaned on a regular basis, and any build up of food remains removed.

## **In the Wet Areas- Bathroom, Toilet and Laundry**

### **Shower Screens**

If you notice cracking to glass in shower screens or shower doors please report this to us immediately. Wired (scintilla) shower screen glass can crack under thermal expansion (consistent hot and cold temperatures) where as toughened glass usually only cracks if impacted (hit by something). If the shower screen is cracked due to impact damage, this will in most cases need to be paid by the tenant.

### **Blocked sinks/drains**

Should a sink or basin become blocked, first try a drain cleaning product like draino. Be sure to follow the product instructions carefully. If the sink or basin is still blocked after treatment, please let us know so we can arrange for a plumber to attend to the problem.

### **Foreign objects down drains**

Please take care not to allow children to place toys or other items down drains. If your property has a septic tank system, please do not flush foreign objects like sanitary products down the toilet. Septic tank systems are not able to process this type of material.

If a plumber is employed by us to clear pipes, drains, basins or sinks and it is determined that the blockage was caused by something considered foreign, this expense will be billed to the tenant for payment.

### **Loose tiles**

Should you notice loose tiles to walls, the shower recess or to tiles over the laundry trough etc, please be sure to let us know.

### **Wall water damage**

Should you notice water damage to a wall adjacent to a shower recess, bathroom basin etc please let us know immediately. This can be identified by bubbling or peeling paint, or even water or mould marks to the flooring/carpet. This usually identifies either loose tiles or a broken/leaking pipe in the wall, and will need attending to immediately to prevent further damage from occurring.



Tell tale signs of a broken pipe/leaking water to a wall adjacent or inside/behind the wall

### **Taps leaking**

Please report any taps leaking either from a tap head or tap handles. This includes washing machine taps. Sometimes washing machine taps will leak only when connected to automatic washing machine hoses as the tap water pressure exposes leakage in the taps.

### **Toilets leaking**

Water trickling or leaking into the bowl from the cistern usually indicates a worn cistern washer and needs to be fixed by a plumber. Water left to trickle into the bowl continuously may inflate your water bill and therefore needs to be reported to us when noticed. Also leaking may occur to the tap behind the toilet.

### **Hot water system leaks**

Should you notice the hot water service leaking from the valve or from the base of the unit please let us know. The leaking valve is usually fixable by a plumber, however water leaking from the base of a water storage unit usually indicates the unit has rusted through and may need replacement in the near future .

## Taking Care - Outside the Property

### Water Restrictions

It is important for you to be aware of what water restrictions are in place for the region. For up to date water restriction information please log onto [www.sawater.com.au](http://www.sawater.com.au) - phone 1800 130 952 - email [customerservice@sawater.com.au](mailto:customerservice@sawater.com.au) - phone 1300 650 950

### Watering Your Garden and Water Restrictions

Watering your lawns and gardens must be done within watering restrictions; however we insist that watering is conducted to the maximum allowed by the restrictions in place. What we do not want is watering not done at all because of a wrong belief that a total watering ban is in place. Watering is still required unless the current water restriction has banned all forms of watering.

### Watering Systems

Please ensure that all watering systems are working properly, and are checked regularly throughout the tenancy to ensure they continue to work effectively. Watering systems can only be used should current water restrictions allow.

### Weeding and Shrub Trimming

Weeding of garden beds, inside lawns, paths, paving and other outside areas are the responsibility of the tenant. Trimming of bushes and shrubs in and around the garden are also the responsibility of the tenant, unless tenancy agreement has clause that garden responsibility will be provided by landlord.

### Lawn Maintenance

Please ensure that lawns are regularly mowed and edged, keeping them neat and tidy. Should you wish to have someone regularly mow your lawn, let us know and we would be happy to recommend a service to you. This is at tenant cost.

### Supplied Hoses/Fittings

Supplied hoses, fittings and accessories must be kept in good condition and please ensure that everything is returned and in place upon vacating of the property, free of any damage.

### Rubbish

Please ensure any rubbish is regularly removed from the property. This includes car parts, tyres and things like lawn clippings, drink bottles as well as other items that can easily be considered rubbish or general junk.

Formal household rubbish and waste must only be placed inside rubbish containers (i.e. wheelie bins) and removed weekly from the property, or otherwise as required. This cannot be allowed to accumulate.

Please **contact your local council** or **log onto their website** for details of bin collection for your area.

### **Oil Drillage**

Any cars parked on driveways, under carports and garages must have a drip tray placed underneath. Only if the vehicle does not drip any oil at all is a drip tray not required. Please also note that any visitor's cars must be parked off the premises if they drip oil. Should oil drillage occur at anytime, this must be cleaned up immediately to prevent oil seeping in and permanently staining. Please note any permanent staining will result in compensation being charged to the tenant.

### **Parking on Lawns/Gardens**

It is important that at no time can cars or any type of vehicle be parked on any lawns, gardens or any area not created for, or designated as a vehicle parking area. Damage to lawns and landscaping can be costly. Engine oil drillage to gardens and lawns will also create permanent damage to the soil area, being costly to rectify. Any damage of this type will be charged to tenants in full.



Please do not park on lawns or garden areas. Also oil stains are difficult to remove from driveways. Prevention is always better than costly cleaning and repairing lawns and gardens!

## Swimming Pools and Outdoor Spas

If the property you are renting has a swimming pool and/or spa please pay attention to the following.

### Pool/Spa Cleaning

Pool/spa cleaning and maintenance, unless it is agreed that the landlord will be supplying a regular cleaning and maintenance service as per your tenancy agreement, this will be a tenant responsibility.

Please note that if regular cleaning does not occur by the tenant, high costs can be incurred to bring it back to its original clean state. If this occurs, this will be at tenant cost. It is also a tenant responsibility to ensure that the pool/spa is kept topped up with water to prevent the motor on the pump burning out. Tenants must not empty the pool/spa without written approval from us.

### Supply of Pool Chemicals

Supplying of pool treatment chemicals will be a tenant responsibility, at tenant cost.

### Pool/Spa covers, accessories, equipment and pool furniture

It is the responsibility of the tenant to maintain and keep in good condition any accessories, cleaning and maintenance equipment. This also includes any outdoor/pool furniture supplied. Pool cleaning/equipment must be kept out of the sun and stored responsibly. Supplied pool/spa covers must be neatly rolled or folded up and stored away out of the weather when not in use to preserve its lifespan and usefulness.

### Pool/Spa Fences and Gates

We must be notified immediately if fences and gates are not functioning correctly, and the gate fails to self-close promptly when opened. State pool/spa regulations must be kept at all times.

These regulations can be found at Development Act 1993, Section 71aa & Swimming Pool Safety Development Regulations 2008 - Swimming Pools (Safety) Act 1972.



Pools and spas must be kept regularly clean at all times, unless a pool cleaning/maintenance service has been agreed to and provided by the landlord.

## Pets at the Property - Right Expectations

Should the landlord have granted permission to keep pets as per your tenancy agreement and/or written and signed pet lease agreement, the following conditions apply for the duration of this tenancy, and any renewal or extension:

- a) **Yard Kept Clean** - keep the yard clean and free from animal faeces.
- b) **Rubbish Kept Cleared** - clean up any rubbish/items scattered by the pet.
- c) **Flea infestation** - in the event of any fleas or flea eggs being present as a result of the animal, you will need to arrange for flea fumigation of the property prior to and upon/after vacating the premises. This is at tenant cost.
- d) **No Pets Inside** - pets are not allowed inside the residence at any time.
- e) **Damage Rectification** - repair any damage to the premises caused by the animal, and will protect and immediately rectify any damage caused to garden irrigation systems and fittings.
- f) **Garden Damage** - replace plants or vegetation damaged or destroyed by the pet directly, or indirectly (ie. plants died because a garden irrigation system was damaged by the pet).
- g) **Additional Pets** - other than any pet listed above and approved by the owner, **do not** keep any other animals of any kind on the rental premises, (even on a short-term or temporary basis), including dogs, cats, birds, fish, reptiles, or any other animals.
- h) **Temporary Pets** - the tenant will not harbour, substitute or "pet-sit" any other pet, and will remove any of the pet's offspring within 45 days of birth (should this occur).
- i) **Bi-Laws and Local Council** - abide by all local, city or state laws, licensing and health requirements regarding pets, including vaccinations.
- j) **Disturbance and Noise** - the pet shall not cause any sort of nuisance or disturbance to neighbours. Noise, day or night, must not disturb others. You must do whatever is necessary to keep the pet from making noise that would annoy others, and will take steps to immediately rectify complaints made by neighbours or other tenants.

Failure to comply with these terms shall give the owner the right to revoke permission to keep the pet, and is also grounds for further action and possible eviction action.



### **Pets not permitted inside!**

Unless otherwise agreed in writing, pets are not permitted inside the property at any time!



Irrigation and lawn damage caused by a pet



Doorway and flyscreen damage caused by a pet



### **Sub-Letting**

Subletting is not permitted without written approval from us. This includes assigning the tenancy over to a third party, or allowing other occupants to move in without our express permission. Permission usually involves a formal application being completed and submitted by the prospective tenant/occupant.

### **Bond Changing Tenants**

Should Phillis Real Estate grant permission for a change/transfer of tenant/s in the property during the term of a tenancy lease then the outgoing tenant must liaise and arrange with the incoming tenant/s to pay their share of the bond direct to that person. Phillis Real Estate will then arrange with the outgoing and ingoing tenant to sign a **'Notification of change of Tenant'** bond form and lodge it with Tenancies Branch.

### **Property for Residential Use Only**

The property is for residential use and can only be used as a place of dwelling unless otherwise agreed in writing by us. The property cannot be used for commercial, industrial or illegal purposes.

The use of the property cannot breach local council zoning regulations and also cannot be in breach of the law.

## Saving Water - 20 Great Tips



Tips and water use information from the book '365 Water Saving Tips', Published by Hinkler Books Pty Ltd, Heatherton Victoria.

Since the majority of water usage occurs inside the home, we have put together some useful water saving tips to help you reduce your water usage and save you money.

### In the Kitchen

- **Did you know that 5-15% of a household's water use is in the kitchen?**
  - **A dishwasher uses 20-50 litres of water per cycle.**
  - **Washing dishes by hand uses about 18 litres of water.**
  - **A kitchen sink when completely full holds approx 24 litres of water.**
1. Don't let the tap run while you wait for it to warm up or cool down, without first placing the plug in the sink to collect all the water. You can also run this initial water into a container, which can be poured onto the garden or into pot plants.
  2. Try filling your sink by half, just enough to cover your dishes when washing them.
  3. Save all your dishes until the evening and wash them all in one go.
  4. Start by washing the least dirty dishes first, and then the leave the dirtiest till last.

## In the Bathroom

- **Approx 14-25% of a household's water use is in the bathroom.**
  - **Washing your hands can use up to 5 litres of water.**
  - **The basin tap can use 15 litres a minute.**
5. Don't leave the tap running while you are brushing your teeth, or having a shave. If shaving, then perhaps fill the sink partially for rinsing your razor and face.
  6. When waiting for the shower water to warm up, place a bucket in the shower to catch this water, and pour onto the garden later.
  7. Take shorter showers and even purchase a 4 minute egg timer and adjust your showering routine to 4 minutes.
  8. If your family members prefer a bath, and if your shower is over the bath then allow the showers to be taken first with the plug in, and the last person to use the water can have their bath last. You might need to top up with warmer water to get the right temperature!

## In the Toilet

- **Approx 20% of a household's water use is in the toilet.**

Please note that a modern toilet uses 9 litres of water on full flush, and 4.5 litres on half flush.

9. Consider (this may be hard for some) not flushing the toilet every time it is used. In the USA a great water saving advertisement campaign promoted ***'if it's yellow, let it mellow. If it's brown, flush it down!'***

## In the Laundry

- **Approx 15-35% of a household's water use is in the laundry.**
  - **A top loading washing machine uses 170-265 litres per wash where as a front loading washing machine only uses about 100 litres per wash.**
10. If your clothes are not very dirty, only use the shortest wash cycle on your washing machine.
  11. Pre-treating stains before washing will reduce the chance of the need for re-washing after coming out of the washing machine.

12. Instead of using the woollens and delicate cycle on a washing machine, consider hand washing these items.
13. Older washing machines use enough water per cycle to fill a bath!

### **Around the House**

- **Washing the car with the hose can use anywhere from 50-300 litres per wash.**
  - **Evaporation from an uncovered pool can over the course of a year equal the entire volume of the pool!**
14. Ensure all taps inside and outside are turned off tight. Don't force them too tight however as this can damage the washer, causing more leaking.
  15. Don't buy children toys that require a steady flow and use of water like slip'n slides, or need constant filling like water guns. Not only do these items require water, sometimes children tend to leave taps running while using them.

### **In the Garden**

- **Use these tips only in line with your relevant and current watering restrictions.**
  - **Up to 35% of water usage in a household can be used in the garden (without water restrictions in place).**
16. Don't assume your garden needs watering. Check the soil first around plants to see if it is dry before watering.
  17. A good soaking on the garden once or twice per week is better than watering every day.
  18. Don't allow more than a centimetre of water to accumulate on the ground. This excess water can easily run off and be wasted.
  19. If your garden is on a slope, just water for short periods so that runoff water doesn't escape and be wasted.
  20. Check your four day weather forecast to see if good rain is expected before watering.

## Your Safety - Being Aware

The highest priority always must be for your safety, and the safety of your children, occupants and your visitors.

### Some things to be aware of include:

- Exposed wiring
- Faulty power points and switches
- Gas smell or odour
- Damage to paving and pathways that could cause someone to trip
- Suspicious or dangerous plants in the garden that are poisonous/toxic or that you may be allergic to
- Bee swarms coming onto the property mainly during spring, especially if someone is allergic to bee stings
- If you need to clean a property with high ceilings or light fittings that are hard to reach, please do so with care and use the appropriate equipment and do not do anything considered unsafe
- Loose floorboards that could cause someone to fall through them and cause injury
- Loose balcony railings, steps or decking woodwork
- Loose or faulty locks, in particular entry doors and screen doors
- Broken or cracked windows, and broken/loose window locks



A loose switch to a power point needs repair as soon as possible



This broken soap dish in the shower could cause injury and needs to be replaced.

## Saving Power - Some Tips

**Source for Power Saving Tips** - energy Australia, website [www.energy.com.au](http://www.energy.com.au)

### Keeping Cool and Saving Power - Some Tips

**Keep windows covered** - in the heat of the day ensure curtains, blinds or shutters cover windows.

**Shut off the air-conditioner** - don't leave your air-conditioner running all day when at work, or keep it running throughout the night.

**Keeping cooled rooms centralised** - when cooling a central room, keep the doors closed to cool it more quickly and efficiently.

**Use a Thermometer** - purchase a thermometer and keep your temperature between 23 and 26 degrees. For every degree cooler, this will add approx 10% to your power bill to maintain.

**Moderate is best** - use the economy setting on air-conditioners to maintain moderate instead of cold temperature.

### Keeping Warm and Saving Power - Some Tips

**Use electric blankets** - instead of warming a room before going to bed, just heat your bed with an electric blanket then switch this off before going to bed.

**Close doors** - keeping doors closed is one way to keep heating centralised to certain living areas, conserving heat and power.

**Door snakes** - ensure gaps at the bottom of doors are blocked up by door snakes to stop cold drafts and help keep rooms warm.

**Exhaust fans** - close doors with rooms that have exhaust fans like bathrooms and the kitchen, as cool air will enter the home through these vent holes.

**Extra clothing** - wear extra clothing when it gets cold, and throw an extra blanket on the bed.

**Use a thermometer** - purchase a thermometer and keep your temperature between 18 and 21 degrees. For every degree warmer, this will add approx 10% to your power bill to maintain. Want it warmer? Put on an extra jumper!

### Other useful Power Saving Tips

**Use cold water** - use cold water for your washing machine instead of warm or hot water.

**Drying clothes** - if it's sunny hang your clothes to dry outside instead of using the clothes dryer.

**Lights** - switch off lights after use and do not leave lights on in rooms if not being used.

## Strata Titles - Body Corporate

If you are renting a strata-titled/body corporate property, including a unit, apartment, townhouse or duplex, there are some extra things that you need to be aware of. These include the by-laws of the complex and areas of common property or exclusive use.

### Common Property

Within the strata/body corporate complex there will be areas assigned as common property. There are several standard by-laws that relate to common property that we would like to bring to your attention:

- Should you wish to transport furniture or park a vehicle for the purpose of carrying/transporting furniture, you will need permission from the strata/body corporate body. In some cases this will not be permitted.
- You cannot use any part of the common area to plant/maintain your own garden or vegetable patch.
- You must not obstruct any person's legitimate and lawful use of the common property.
- No child under your control can be permitted to play in common areas, or in areas that could be dangerous to children (around rubbish bin areas etc).

### Parking

Only parking bays assigned to you can be used by you and your visitors. In some cases visitors are not permitted to park on the property. You are unable to use parking bays assigned to other residents.

### Noise and disturbance

Excessive noise and inappropriate/offensive behaviour that causes a nuisance or disturbance to other occupants is not permitted under the by-laws of the complex. All occupants are not permitted to dispose of rubbish, dirt or other material in an area of common property and must also remain properly clothed when on common property.

### Taking responsibility for your visitors

It is your responsibility to ensure that your visitors obey by-laws, including parking and their behaviour within common property areas. This also includes ensuring they do not disrupt other residents with noise when walking to and from the car park.



## Vacating the Property

### Notice in Writing

When you intend to vacate the property, in all instances we require your notice in writing

### Ending a Fixed Term

If you are leaving at the end of your current fixed term lease, we request as a matter of courtesy **14 days notice in writing**. Please note this amount of notice is requested to enable Phillis Real Estate to prepare for your departure and for a new tenancy to commence.

### Ending a Non-Fixed (Periodic) Term

If you are leaving on a non-fixed term (periodic) lease, we require at least **21 days notice in writing**. Please note that this time frame needs to commence when we have received your notice, not when it was posted to us.

### Breaking a Fixed Term

**Should you wish to leave during a fixed term lease, we require your notice in writing. We are unable to accept your intention verbally.**

In the case of breaking a fixed term lease, the following costs will be incurred:

- (a) **Rent** until a tenant approved by the landlord takes possession, or the lease expires (whichever occurs first).
- (b) **Reletting fees** and **advertising costs** to relet the premises. This is payable pro-rata depending how much of the lease remains when a new tenant is secured.
- (c) Should the premises be vacant before a new tenant is secured, it is also your responsibility to ensure the **grounds are watered and maintained** for this period.

## Getting Your Bond Back Quickly - Criteria

At the end of your tenancy you will no doubt want your bond refunded quickly after you vacate. For your full bond to be paid quickly, you will need to ensure the following:

- a) **Rent** - any outstanding rent is paid promptly.
- b) **Property Ready** - the property is cleaned, carpets professionally cleaned and grounds returned to their ingoing condition. Please follow the final vacating guide at the end of this handbook. The property must also pass the final inspection conducted by this agency.
- c) **Outstanding Accounts** - please ensure that any monies outstanding like water, any damages, compensation amounts and break lease fees are paid.
- d) **Keys** - ensure that all **keys** (plus additional cut during tenancy), **swipe cards** and/or **remote controls** have been returned.

Once these criteria have been met we can then refund your bond. Delays to this in all cases relates to one or more of these criteria not being met.

## Outstanding Rent

Please note that it is against the tenancy legislation to withhold rent at the end of your tenancy or at any other time with the intention for this to be deducted from the bond. Your rent must be paid in full, leaving your bond intact.

## Cleaning

Please use the '**Getting the Property Ready for Vacating**' guide at the end of this booklet.

It is also important to understand that cleaning thoroughness can be hampered by tiredness after moving into another property. We encourage you to employ a cleaner so this process is not compromised. Should the cleaning process not be completed thoroughly, this can result in extra costs associated in rectifying any cleaning issues and will also delay the return of the bond.

## Carpet Cleaning

**Please ensure the carpets are professionally steam cleaned.** Be aware that using cheap 'do it yourself' carpet cleaning hire machines may initially save on cost, but in the long run may cost you a lot more, as they generally do not have the power to get carpets properly cleaned. This can result in professional carpet cleaning still required after you have paid to hire a machine as well!

## The Final Inspection

Only once the property has been fully vacated, cleaned and grounds made ready with keys returned can we commence our final inspection. It is important to note that if a final inspection time has been made and you are aware that you will not be fully ready for the inspection, please call us as soon as possible to rearrange another time.

We do not wish to travel to the property ready for the inspection and find the property not 100% ready. In some cases we may need to charge a fee should we not be able to complete the inspection and no communication received by you to transfer the appointment time.

## Outstanding Monies/Damages

It is important to note that if you vacate with outstanding monies and damages, your details will be lodged on a national internet tenancy database. Even if your monies are eventually paid, this doesn't mean your details will be withdrawn from the database. **It is important to know your details may still be lodged for 5 years after your debt has been cleared, indicating there was originally a problem.**

Therefore due to the serious nature of these databases and how they can affect your future renting prospects, it is best that all monies owed be paid as soon as possible so no monies are owing.

## Eviction

Should an eviction occur, your details will be lodged on the national internet tenancy database.

## National Internet Tenancy Database

The national internet tenancy database is a collection of tenancy information on an internet website lodged by real estate agents, mostly regarding tenant default action like property damage, outstanding monies and eviction. All agents use this database to lodge tenant details. However, when agents are processing application forms, this database is also cross-checked. We are confident that should an agent checking an application find tenant default details lodged; the application will be promptly declined.

**So we urge all of our tenants to ensure they pay their rent on time, keep the property clean, maintain the grounds and ensure the tenancy is finalised satisfactorily with no monies left owing, to avoid an unfortunate lodgement of their details.**

## Getting the Property Ready for Vacating - Checklist

- Mail Redirection** - please ensure that all mail is re-directed to your new address. You can complete a form with Australia Post to assist with this.
- Utilities** - electricity, gas, phone, etc. Please ensure all accounts are advised and cancelled accordingly.
- Appliance manuals** - please leave them on the kitchen counter.
- Keys etc** - please ensure you have all keys, swipe cards and remote controls as handed to you at the start of tenancy. Also hand over any extra keys you have had cut.

### Inside the Property

- Walls** - please clean off any dirty marks, removable scuff marks, finger or food marks etc.
- Ceilings** - please remove any cobwebs and marks that are visible.
- Ceiling mould** - please clean off (particularly in wet areas and sometimes in bedrooms).
- Light fittings** - clean off dust and remove any dead insects inside.
- Ceiling fans** - wipe fan blades and tops of fittings to remove dust build up.
- Skirting boards** - wipe down with a damp cloth.
- Doorways, doors** - wipe off finger marks and any other removable marks and dust on top of door frames.
- Windows** - clean inside and out. Please note - nearly all modern sliding aluminium windows can be lifted and pulled out for easy cleaning. Also sills and runners (wipe out dust build up and any dead insects. A vacuum cleaner and paint brush can really help here).
- Flyscreens** - brushed and dusted down. Please be aware, most modern sliding aluminium windows allow for the flyscreens to be taken off from the inside only, once the sliding part of the window has been moved first. Attempting to take them off from the outside may result in damaging them.
- Screen doors** - front and back including frames – wiped clean and screen wire brushed.
- Stoves** - clean stove top, sides, control display, knobs, panels around knobs, any pull out or in-built drip trays, griller racks, trays and any inserts, oven racks, trays and oven bottom, walls and oven roof. A good oven cleaner will clean most ovens - **however it is of importance that you read carefully the instructions on the product.** Some cleaners can actually hinder oven surfaces (like stainless steel), and also some products have dangerous caustic fumes. Therefore use with extreme caution!
- Kitchen range hood** - clean pull out filters and framework.

- Bathroom** - clean sink, mirror, cabinet, vanity unit and drawers, shower recess, glass screen and screen doors, bath and wall tiles. Please ensure both the sink and bath has a plug available.
- Toilet** - clean cistern, seat, bowl inside and also outside around the base. Don't forget the skirting tiles around the toilet.
- Laundry** - clean both the inside, outside and underneath of the trough, and remove any other items from trough cabinet or cupboard. Please ensure a plug is present.
- Tiling** - make sure all tiling and grouting to the kitchen, toilet, bathroom and laundry areas are clean.
- Exhaust** - vents and Fan Covers are to be clean of any dust and dirt.
- Air-conditioners** - front vents and filters cleaned of built up dirt. Modern systems (Wall Type) - filters easily pull out and can be brushed down with a hand brush. If there is a ducted reverse cycle air-conditioner unit, the air intake filter should be cleaned. This is usually on the ceiling in the passage area.
- Air-conditioning ceiling duct vents** - please clean down if dusty or dirty.
- Cupboards/drawers** - please clean/wash inside and out. Also doors and door frames, front and back of doors need to be cleaned.
- Curtains** - wash any washable curtains and netting. If other curtains are visibly dusty or dirty, consider dry cleaning.
- Blinds** - if you have venetian blinds, clean off the blind slats. Any other type of blinds should be able to be wiped down.
- Floors** - floors to be mopped/washed if needed - please ensure corners and hard to get areas are also cleaned.
- Carpets** - **please ensure the carpets are professionally cleaned.** Be aware that using cheap *'do it yourself'* carpet cleaning hire machines may initially save on cost, but in the long run may cost you a lot more as they generally do not have the power to get carpets properly clean. This can result in professional carpet cleaning still required after you have paid to hire a machine as well!

Phone us for details of who we recommend and use for professional carpet cleaning.



### Use a Quality Professional Carpet Cleaner

A quality professional carpet cleaner can really extract some ground in dirt from a carpet! Here is the dirty water being poured out of a machine after a job is completed on a normal wear carpet!

## Outside the property

- Lawns** - freshly mowed and edged (best done a couple of days before the tenant vacates).
- Gardens** - remove any weeds, rubbish and build up of leaves etc.
- Guttering** - please ensure that the gutters are freshly cleaned of any dirt/silt and leaves/twigs.
- Rubbish** - remove any rubbish that you have placed at the property. Be sure to check behind sheds, under shrubs and trees. This includes lawn clippings piled and compost left.
- Sweep** paths and paving areas.
- Oil spillage removal** - check and clean carport and garage floors, paths and driveway. If you have used a barbeque, check for any grease spots and spillages etc.
- Cigarette butts** - if there are cigarette butts lying around - please pick up and remove.
- Garages and tool sheds** - please remove any items from inside and behind garages and tool sheds that belong to you, including rubbish.

## If you have a pet

- Pet droppings** - please remove from gardens, lawns and any out of the way areas. Please dispose of in the bin - please do not bury them.
- Dog urine** - remove/clean where your pet may habitually urinate (Base of walls, verandah posts etc.)
- Dog stains** - to outside walls. Check where your dog regularly lies down, there might be 'tell tale signs' on walls etc.
- Dog/Cat claw damage** - check screen doors, flyscreens and curtains. Please replace the screen wire if required.
- Dog chew damage** - please ensure watering systems are free of dog chew damage and are repaired accordingly.
- Pet hair** - please ensure any visible pet hair inside is removed.
- Fumigation** - if your lease stipulates fumigation, please ensure this is arranged.

## Need Some Help to Get the Property Ready?

Getting the property ready on time for final inspection can be exhausting and sometimes employing some extra help is a smarter and better way to go.

The tiredness factor when moving out to another property and then having to return to the original rental property to clean and get the grounds and garden ready can be a real headache. That is why so many tenants cut corners and not do a thorough job. **This only then delays the bond refund process.**

If you require reputable trades persons or contractors to assist you in preparation and presentation of the property for final inspection at the completion of your tenancy please contact Phillis Real Estate for assistance.





## INFORMATION BROCHURE

# RESIDENTIAL TENANCIES ACT 1995

THIS BROCHURE SETS OUT THE GENERAL RIGHTS AND OBLIGATIONS OF LANDLORDS AND TENANTS IN RESPECT OF WRITTEN, VERBAL OR IMPLIED RESIDENTIAL TENANCY AGREEMENTS

UNDER THE REGULATIONS OF THE RESIDENTIAL TENANCIES ACT 1995, AT THE TIME THAT A RESIDENTIAL TENANCY AGREEMENT IS ENTERED INTO, THE LANDLORD (OR HIS OR HER AGENT) MUST FURNISH THE TENANT WITH THIS INFORMATION BROCHURE

## THE LANDLORD/TENANT RELATIONSHIP...

Landlords and tenants both have rights and obligations when a tenancy agreement is entered into. These rights and obligations are set out in the *Residential Tenancies Act 1995*. **Some of these rights and obligations cannot be changed, even if there is mutual agreement between the parties.** This brochure outlines the main requirements of both parties under the Act. For further information, contact the **Tenancies Branch**, Office of Consumer and Business Affairs (OCBA) on 8204 9544, or call into the Branch at Level 1, 9197 Grenfell Street, Adelaide.

The landlord/tenant relationship begins when a landlord agrees to rent residential premises to a tenant. "Premises" includes the land and buildings contained on it, and all things provided for use by the tenant. However, a landlord and tenant may agree at the beginning of the tenancy to exclude certain parts of the premises as being for use by the landlord.

A tenancy agreement can be written, verbal or even implied. It does not need to be in writing to be binding. If parties wish to enter into a written agreement, a copy of a standard lease agreement is available free from the Tenancies Branch, Office of Consumer and Business Affairs (at the address above), which you may use if you choose. It can also be downloaded from the OCBA website at [www.ocba.sa.gov.au](http://www.ocba.sa.gov.au).

The landlord must pay any cost associated with the preparation of a written lease. There is to be no cost to the tenant. A residential tenancy agreement is formed when a person grants another person a right to occupy the premises for valuable consideration (e.g. by paying rent).

## THE LANDLORD IS OBLIGED TO...

- provide the premises in a clean and reasonable state;
- maintain and repair the premises (having regard to their age, character and prospective life);
- allow the tenant peace, comfort and privacy;
- pay council rates and land tax charges;
- pay rates and charges for water supply as agreed between the landlord and the tenant. In the absence of an agreement the landlord will bear rates and charges for water supply up to 136 kilolitres per year - any amount above this is the responsibility of the tenant. If there are multiple properties on one meter, a special clause must be included in the lease agreement outlining how water charges are determined.
- give proper receipts for any money received from the tenant. If the tenant pays rent into an account that is kept by the landlord or agent at a financial institution and the landlord or agent keeps a written record containing the information normally required on a receipt, a receipt does not have to be given to the tenant;
- keep proper records of rent received during the tenancy;
- provide and maintain locks to ensure the premises are reasonably secure;
- complete and provide 2 signed inspection sheets and a copy of this information brochure to the tenant at the commencement of the tenancy;
- provide the tenant with a copy of the lease agreement if the landlord has required the tenant to sign a written agreement.

## THE TENANT IS OBLIGED TO...

- pay the rent on time. *If you are receiving a Centrelink payment you and your landlord may agree for you to pay your rent using Centrepay. (For details on Centrepay contact your nearest Centrelink Office)*

- keep the premises in a reasonable state of cleanliness;
- pay rates and charges for water supply as agreed between the landlord and the tenant. In the absence of an agreement the landlord will bear rates and charges for water supply up to 136 kilolitres per year - any amount above this is the responsibility of the tenant. If there are multiple properties on one meter, a special clause must be included in the lease agreement outlining how water charges are determined.
- not intentionally or negligently cause or allow damage to be caused to the premises;
- notify the landlord of damage to the premises;
  - notify the landlord when repairs are needed;
- not use the premises, or allow them to be used, for any illegal purpose;
- not cause or allow a nuisance or interference with the reasonable peace, comfort and privacy of anyone else living in the immediate vicinity of the premises;
- not fit any fixtures or make any alterations to the premises (including picture hooks, shelves and fences) without the landlord's permission.

## LANDLORD'S RIGHT OF ENTRY TO RENTED PREMISES...

- in the case of an emergency; (no notice is required)
- by giving written notice, with a date and time specified, to the tenant for a specific purpose (including routine inspections of the premises) seven to fourteen days before entering the premises; (not more frequently than once every four weeks for routine inspections);
- at a time previously arranged with the tenant, but not more frequently than once every week for the purpose of collecting rent;
- to carry out necessary repairs or maintenance at a reasonable time, giving at least 48 hours' written notice;
- after giving reasonable notice to the tenant to show the premises to prospective tenants during the last 28 days of a tenancy;
- after giving reasonable notice to the tenant to show the premises to prospective purchasers. It is generally accepted that inspections by appointment for the purpose of showing the premises to prospective purchasers should be no more than twice weekly, with 24 hours' notice being given and that open inspections should be no more than once per fortnight with reasonable notice being given.
- at any time with the consent of the tenant given immediately before the time of entry.

**A LANDLORD DOES NOT HAVE ANY OTHER RIGHT OF ENTRY TO RENTED PREMISES.**

## AT THE BEGINNING OF A TENANCY...

A landlord has the right to choose a tenant. However, it is illegal to discriminate in refusing a particular tenant because laws against discrimination apply to residential tenancies.

Under the *Residential Tenancies Act 1995*, it is also illegal to discriminate against tenants with children. **This does not apply if the landlord or agent resides in the premises or in adjacent premises.** Any questions about rights and responsibilities under the Equal Opportunity Act can be directed to:

Equal Opportunity Commission  
Telephone 8207 1977 or FREECALL 1800 188163  
Internet address: [www.eoc.sa.gov.au](http://www.eoc.sa.gov.au)

## **SECURITY BOND...**

For rental properties \$250 per week and under, the landlord cannot ask for more than the equivalent of four weeks' rent as bond. For rent over \$250 per week, a landlord can ask for no more than the equivalent of six weeks' rent as bond. Money received as a security bond must be receipted within 48 hours. The receipt must show the date, the person's name and the amount and address of the premises for which the bond has been paid. All security bonds (including any part payments) must be paid into the Residential Tenancies Fund using a bond lodgement form within seven days (or in the case of registered land agents, within 30 days) of receipt.

A bond may be increased if at least two years have elapsed since the security bond was given or last increased. Where a bond is increased, the increase must be lodged within the required time frame.

Housing SA issues bond guarantees to approved tenants, rather than making a direct payment to the Residential Tenancies Fund. This guarantee is used in the same way as a cash bond and provides the same security for landlords. Bond guarantees do not become valid until they have been lodged with the Tenancies Branch and have received a lodgement number. Housing SA will cancel a bond guarantee if it is not lodged with the Tenancies Branch by the 'lodge by' date shown on the front of the form.

**WHETHER OR NOT A BOND IS PAID, THE ACT APPLIES TO ALL RESIDENTIAL TENANCY AGREEMENTS IN SOUTH AUSTRALIA.**

## **INSPECTION SHEETS...**

At the beginning of the tenancy the landlord is required to provide the tenant with two signed inspection sheets, which must include comprehensive details of fixtures, furniture and other contents in the premises and their condition at the commencement of the tenancy. After both inspection sheets have been completed and signed by the tenant, the tenant must keep one and return the other copy to the landlord. The inspection sheets may be adapted to suit particular premises. Care should be taken when filling out these forms, as they may be called upon in the event of a dispute or for repayment of the security bond at the end of the tenancy.

**INSPECTION SHEETS SHOULD BE RETAINED THROUGHOUT THE TENANCY AND CARE SHOULD BE TAKEN SO THAT THEY ARE NOT LOST OR DESTROYED.**

## **RENT IN ADVANCE...**

Besides paying a bond at the beginning of the tenancy, a tenant can be required to pay the first two weeks' rent. If two weeks' rent is paid at the start of the tenancy, no rent is due until those two weeks have passed. Besides a security bond and two weeks' rent in advance, the landlord cannot ask for any other money at the start of the tenancy.

## **RENT INCREASES...**

The landlord may increase the rent under the following circumstances:

- where the terms of the tenancy agreement allow it (i.e., for fixed term agreements, provision for rent increases must be written into the lease);
- where allowed, rent can only be increased after six months into the tenancy or six months from the last rent increase;
- the tenant must be given 60 days' written notice of the landlord's intention to increase the rent.

## REPAIRS AND MAINTENANCE...

It is the tenant's responsibility not to cause damage to the premises. If damage does occur, the landlord should be notified as soon as possible. If a tenant intentionally or carelessly causes (or allows damage to be caused) to the premises, it is the tenant's responsibility to repair the damage.

If damage or repairs are needed due to normal wear and tear, or in any way that is not the tenant's fault, the landlord should be notified immediately. It is the landlord's responsibility to repair and maintain the premises under these circumstances. You may have **emergency** repairs carried out by a licensed tradesperson, if you have been unable to contact the landlord first, or if nothing has been done after notifying the landlord. You must get a written report from the tradesperson if this happens.

## TYPES OF LEASE AGREEMENTS...

There are two types of residential tenancy agreements.

- [1] A **periodic tenancy** - an agreement (written, verbal or implied) for an indefinite period until it is lawfully terminated by either party or by the Tribunal;
- [2] A **fixed term tenancy** - a specific time agreed upon at the beginning of the tenancy (e.g., six or twelve months).

The landlord's and tenant's rights and obligations under both types of tenancy are exactly the same. There are differences, however, in the conditions of **termination**.

## TERMINATION...

***The prescribed forms, which must be used when issuing a notice of termination, are available from the offices and web site listed on page 10 of this brochure.***

### Periodic Tenancy -

- The **tenant** may give 21 days' notice or a period equivalent to a single period of the tenancy, (whichever is the longer), in writing to the landlord at any time. For example, if you pay rent weekly or fortnightly, you are still required to give 21 days' notice. If you pay rent calendar monthly, you would need to give a calendar month's notice.
- The **landlord** may give notice of termination on the prescribed form at any time, as follows:
  - The landlord requires possession of the premises for the landlord's own occupation, or occupation by the landlord's spouse, child or parent, or occupation by the spouse of the landlord's child or parent - 60 days
  - Premises required for demolition - 60 days
  - Where the premises have been sold, to be given any date from the signing of the contract of sale - 60 days
  - Possession of the premises is required for repairs or renovations that cannot be carried out conveniently while the tenant remains in possession of the premises - 60 days
  - Rent arrears of at least 14 days or breach of contract - 7 days\*
  - Notice where no reason is given - 90 days

\*Where a termination notice is given for breach of contract or rent arrears, if the breach or rent arrears is not rectified within seven days, the tenancy may terminate when the notice expires. If vacant possession is not given by the requested date, the landlord may apply to the Tribunal for an order of possession.

**Fixed Term Tenancy -**

- Neither the landlord or the tenant can terminate a fixed term agreement until the final day of the tenancy, unless by mutual agreement. At the end of a fixed term tenancy, if the tenant has not vacated the premises, the landlord may lodge an application with the Tribunal for an order for possession of the premises.
- If you want to leave the premises and terminate the tenancy before the end of the fixed term, discuss it with the landlord and try to come to an arrangement. It may be, however, that you will be liable to the landlord for the costs associated with finding a new tenant, reletting the premises and for any loss of rent. If in doubt, contact the Tenancies Branch for advice.

**TERMINATION FOR BREACH OF AGREEMENT...**

Both the landlord and the tenant can give a termination notice on the prescribed form to the other for a breach of the conditions of the lease. A breach of an agreement must be remedied within at least seven clear days from the date the notice is given.

If the landlord has served a valid termination notice and vacant possession is not given at the appropriate time, the landlord may apply to the Residential Tenancies Tribunal for an order for vacant possession. Only a Tribunal bailiff can enforce an order for vacant possession.

If a party (*the respondent*) disputes the termination notice, an application may be made to the Tenancies Branch for dispute resolution through conciliation. The respondent can also apply to the Residential Tenancies Tribunal for an order stating that they are not in breach or that the breach has been fixed.

**TERMINATION FOR UNDUE HARDSHIP...**

Under the Residential Tenancies Act 1995, if continuing the tenancy would cause undue hardship to either the landlord or the tenant, an application can be lodged with the Tribunal for termination of the tenancy. Generally 'undue hardship' does not include financial difficulties.

**REFUND OF SECURITY BOND...****Where parties agree**

At the end of the tenancy when the tenant and landlord agree how the bond should be repaid, a refund of security bond form should be filled out and signed by both parties. (The signatures should be the same as those on the bond lodgement form). The refund form should be either posted, or brought in, to the Bonds Section of the Tenancies Branch. If brought in personally, a cheque will be drawn within 15-20 minutes. Alternatively, a cheque can be posted out, usually within 7 working days, or the money can be paid into your account by electronic funds transfer.

**10 day dispute**

A bond refund form seeking disbursement to the applicant without the other party's signature can still be lodged with the Tenancies Branch. The other party will be notified of the applicant's claim and given 10 working days to dispute the claim. If the claim is not disputed the bond will be paid to the applicant.

**Disputed bonds**

If no agreement can be reached about the refund it is possible for either party to apply to either:

- the Commissioner, for advice or assistance in the conciliation of the dispute or;
- the Tribunal, for an order seeking refund of the bond.

If a dispute arises over how the bond should be refunded, one or both parties should contact the Tenancy Advice Section of the Tenancies Branch, on 8204 9544

**Unclaimed money**

If you have rented a home in the past and believe you have missed out on your bond refund entitlement contact OCBA's Tenancies Branch (Bond Section) on 8204 9555.

If your name appears on OCBA's database you will be asked to provide details about the tenancy in question (e.g. the exact address, the bond amount and the name of the landlord). You will also need to provide proof of your identity.

If OCBA can validate your claim to the bond held in trust your payment will be arranged within two weeks.

**SUBLETTING AND ASSIGNMENT...**

A tenant has the right, with the landlord's written approval, to sublet the rental premises, or assign their interest to another party. The landlord cannot unreasonably withhold consent or charge for subletting or assignment, except for reasonable incidental expenses in doing so.

To 'sublet' means that a tenant rents out all or part of the premises to someone else, and in effect becomes the landlord to the subtenant. To 'assign' means to transfer a tenancy to someone else. That does not mean, however, that the original tenant no longer has responsibility for the tenancy. Before subletting or assigning a tenancy, it is advisable to first contact the Tenancies Branch and speak with a Tenancy Officer.

**The Commissioner for Consumer Affairs  
DISPUTE RESOLUTION...**

The Commissioner for Consumer Affairs' role is to give advice to landlords and tenants and to resolve disputes. A party to a residential tenancy dispute may apply to the Commissioner for conciliation of the dispute. Alternatively, the Tribunal may, either before or during the hearing of proceedings, appoint a mediator to achieve a negotiated settlement. A mediator may exercise any powers of the Tribunal that the Tribunal may delegate. The Tribunal may also refer the matter to a conference or list for a hearing.

If you are a party to a tenancy dispute, you should talk with a Tenancy Officer at the Tenancies Branch, Level 1, 91-97 Grenfell Street, Adelaide or phone 8204 9544.

**TRIBUNAL HEARINGS...**

The Residential Tenancies Tribunal is an independent specialist Tribunal that provides a prompt and informal way of determining disputes between landlords and tenants. Both landlords and tenants may apply to the Tribunal to have disputes determined. Members of the Tribunal conduct hearings with a minimum of formality. Both parties can attend and

usually present their own cases. Tribunal Registry Staff cannot advise parties about their dispute. You should contact a Tenancy Officer if you need advice, on the number listed above.

The *Residential Tenancies Act 1995* provides several ways of having a dispute settled:

- negotiation and conciliation of a dispute
- mediation
- decision by the Tribunal and an order being made

## HOUSING CO-OPERATIVES AND HOUSING ASSOCIATIONS...

Housing co-operatives and housing associations are community managed organisations that provide rental housing for individuals and families on low incomes or with special housing needs. Housing co-operatives are incorporated under the *SA Co-operative and Community Housing Act 1991* and housing associations are incorporated under the *Associations Incorporation Act 1985*.

The tenants of associations and co-operatives do not own the houses they live in, but rent them from the group. In some cases association and co-operative tenants may also be members of the group from which they are renting. It is important to know whether you are a member since different rules apply for member-tenants and non-member-tenants. As well, co-op members are expected to attend meetings of the co-operative and to take on various administrative responsibilities involved in running the group.

Some specific requirements apply to member-tenants of housing associations and co-operatives:

- You may need to comply with certain tenancy by-laws (e.g.: visitors, absences, rent changes) referred to in the tenancy agreement;
- your tenancy agreement must be in writing.

Member-tenants and non member-tenants of housing co-operatives and housing associations are covered by the *Residential Tenancies Act 1995*, but there are some sections of the Residential Tenancies Act where variations exist or which co-operatives and associations are not required to comply with, such as:

- period of notice for rent increase for income determined rents;
- the basis for calculating rent payable can be changed;
- associations and co-operative's are not responsible for maintenance & repair of certain items (e.g. air-conditioners, light fittings, room heaters, floor coverings);
- consent for assignment or subletting of property can be withheld;
- requirements for termination of tenancy in a co-operative differ.

It is possible to obtain further exemptions from provisions of the Residential Tenancies Act by making an application to the Tribunal. If you wish to make such an application, contact a Tenancy Officer on 8204 9544.

**If you would like more information about joining a housing co-operative or housing association, the following organisations can provide further assistance:**

**Community Partnerships & Growth**  
Level 2, 153-159 Flinders Street, Adelaide  
Telephone (08) 8207 0233  
Internet address:  
[www.communityhousing.sa.gov.au](http://www.communityhousing.sa.gov.au)

**Community Housing Council of SA Inc**  
283 - 285 Payneham Road, Royston Park  
Telephone (08) 8362 1022  
Internet address: [www.chcsa.org.au](http://www.chcsa.org.au)

If you have difficulty in understanding this pamphlet ring the Translating and Interpreting Service on 131-450. Don't hang up, your call will be answered (Local call cost only).

#### Amharic / አማርኛ

ይህን መረጃ ለመረዳት ጥገና ካለዎት ፣ ለተርጉም አገልግሎት በኮሌርን ቴሌፎን 131-450 ብለህክ ደውሉ ። ደውላችሁ ለሚመለሳችሁ ፣ ኮሌርን አተገብሩ ። (በውስጥ ጥሪ ዋጋ ብቻ)

#### Arabic / عربي

إذا كنت تجد صعوبة في فهم هذه النشرة ، إتصل هاتفياً بخدمة الترجمة الكتابية والشفوية (Translating and Interpreting Service) على الرقم 131-450. لا تُغفل الخط ، لأنه سوف يتم الرد على مكالماتك (تكلفة مكالمة محلية فقط) .

#### Chinese / 中文

如果您不能理解本手冊，請打電話到翻譯及傳譯服務處 (Translation and Interpreting Service) ，電話號碼131-450。請耐心等待，會有人接您的電話（按當地電話收費）。

#### Croatian/Hrvatski

Ako Vam je teško razumijeti ovu brošuru, nazovite Službu tumačenja i prevodenja na 131-450. Nemojte spustiti slušalicu, na vaš poziv će biti odgovoreno (za cijenu mjesnog poziva).

#### Greek/Ελληνικά

Αν δυσκολεύεστε να καταλάβετε αυτό το φυλλάδιο τηλεφωνείτε στην Υπηρεσία Μετάφρασης και Διερμηνείας Τηλέφωνο 131 450. Μην κλείσετε το τηλέφωνο, το τηλεφώνημά σας θα απαντηθεί (Χρέωση για τοπικό τηλεφώνημα μόνο).

#### Hungarian/Magyar

Ha nem érti ezt a nyomtatványt, mert nem beszél angolul, hívja a Fordító és Tolmács Szolgálatot a 131-450 telefonszámon (helyi hívásnak számít). Kérjük, várjon, amíg hívására valaki válaszol.

#### Italian/Italiano

Se avete difficoltà a capire questo opuscolo telefonate al Servizio Traduzione e Interpretariato (Translating and Interpreting Service) Tel. 131-450. Non mettete giù il telefono, qualcuno risponderà alla vostra chiamata (il costo è uguale ad una telefonata locale).

#### Khmer / ខ្មែរ

ប្រសិនបើអ្នក មានការពិបាក ក្នុងការយល់ស្តីអំពីសំណុំឯកសារនេះ ប្រសូលទូរស័ព្ទ ទៅសេវាបកប្រែ/បកស្រាយភាសា ភាសា លេខ 131-450 ។ ប្រសិនបើអ្នកប្រសូលទូរស័ព្ទ: គេនឹងឆ្លើយសំណួររបស់អ្នក (ការបកប្រែ/បកស្រាយសំណុំឯកសារនេះគឺសេរី/សេរីសេរីសេរី)។

#### Persian / فارسی

چنانچه مشکلی در فهم این جزوه دارید لطفاً به اداره خدمات مترجمی به شماره 131 450 تلفن فرمایید. کوشی را زمین نگذارید . جواب تلفن شما داده خواهد شد . ( هزینه تلفن محلی)



## Office of Consumer and Business Affairs

FOR MORE DETAILED INFORMATION AND ADVICE ABOUT TENANCY MATTERS, CONTACT -

**TENANCIES BRANCH:**

Level 1 Chesser House  
91-97 Grenfell Street  
ADELAIDE SA 5000  
(GPO Box 965, ADELAIDE SA 5001)

**TELEPHONE: (08) 8204 9544**  
**FACSIMILE: (08) 8204 9570**

[www.ocba.sa.gov.au](http://www.ocba.sa.gov.au)

### REGIONAL OFFICE

Call the 131 882 number from anywhere outside the Adelaide area and you'll be connected to your nearest OCBA Regional Office.

30 Kay Avenue, BERRI

11 Helen Street, MT GAMBIER

9 Mackay Street, PORT AUGUSTA

---o0o---

**BOND LODGEMENT FACILITIES AVAILABLE AT SERVICE SA OFFICES LOCATED AT:**

- Gawler
- Kadina
- Mount Gambier
- Murray Bridge
- Whyalla
- Naracoorte
- Port Augusta
- Port Lincoln
- Port Pirie

Please note, only cash, cheque or money orders can be taken at these offices.

The **Tribunal Registry** of the Residential Tenancies Tribunal is located

**Level 4, 100 Pire Street, Adelaide**  
**Telephone: (08) 8226 8989**  
**Facsimile: (08) 8226 8985**

The Registry receives and deals with all applications made to the Tribunal. Hearings are also Conducted in rooms located at the above address.

## **Tenant Lodgement**

### **Are You the Defaulting Tenant that everyone talks about???**



## **CATEGORIES**

### **RECOMMENDED TENANT**

An exemplary tenant who complies with the terms of the lease (e.g. rent paid on time, property well cared for, etc.) Listing can only be made after tenancy has ended.

### **CURRENT TENANT**

Once a tenant has taken possession of a property the Agent may lodge the details of the tenant with NTD. Upon termination of the tenancy, the Agent must notify NTD that the tenant has vacated and can convert the file to another more suitable listing – such as, Recommended Tenant or Previous Tenant etc.

### **PREVIOUS TENANT**

A tenant may be listed after the tenancy has ended.

### **IRREGULAR RENT PAYMENTS**

Where a tenant has been consistently late with payment of rent. Listings can only be made after tenancy is terminated. The irregular payment history must be available for review by the Tenant or any regulatory authority, if required. (dates / days in arrears etc.)

### **BROKE CONDITIONS OF LEASE (NON MONETARY – NO TRIBUNAL ORDER)**

For example, (a) tenant kept pets on property contrary to lease with significant damage or cleaning required as a direct result; or (b) tenant assigned lease without authority or consent etc. Listing can only be made after the tenancy has ended.

### **TRIBUNAL / COURT ORDER OR JUDGEMENT**

Orders and judgements in relation to tenancy related matters. Unpaid monetary orders / judgements may be referred for recovery action on a commission basis.

### **MONIES OWING IN EXCESS OF BOND - NO TRIBUNAL ORDER - RECEIPTS AVAILABLE**

Refers specifically to instances where the initial Order to gain possession has been obtained and further damage or unpaid rent is owed by the tenant, however, circumstances have prevented an application for variation of the initial Order. Documentation must be available to confirm the existence of the debt.

### **CLEAROUT - SKIP FROM PROPERTY (ABANDONMENT)**

Tenant has abandoned property with or without monies owing. Tenancy is terminated as a direct result of this behaviour.

### **UNCLAIMED MONEY**

Refer to cases where you hold money in trust for the tenant but you do not have forwarding details for this person.

**You may like to consider the categories. Ask yourself – Which category do you fit?**

**Be Aware – Late Rent Payments, Tribunal Hearings, Defaults can have a long term effect on your CREDIT RATING.**

**Don't Risk It – Let Phillis Real Estate have the opportunity to praise you and recommend you as a tenant.**

**What would you rather????**