

General Tenancy Agreement – Annexure A

Property Address - _____
General Tenancy Agreement – Annexure A

This Annexure has been prepared to highlight important issues during your tenancy. Some of The information is also contained in the Terms and Conditions of the General Tenancy Agreement which must also be read and understood.

PROPERTY MANAGER DETAILS

The tenant has been issued with the Property Managers' business card, and has noted the Property Managers' email address and direct telephone number. The tenant understands the Property Manager is the tenants' single point of contact at prorentals.com.au and that all Communication is directed to the Property Manager. The tenant understands that the owner has appointed **WALK IN REAL ESTATE** as their agent and all communication is to be via the Property Manager.

TENANT DETAILS

All of the approved tenants are listed on the tenancy agreement. The tenant has ensured all name's are spelt correctly and understands that each tenant is equally responsible for the payment of the **FULL** rent on time and the care of the property. If there are any approved occupants who are not tenants, then they do not have this responsibility. The tenant's address for service is the postal address that all correspondence for the tenants will be sent

1. If the tenant would prefer correspondence to go to an alternate address or PO Box they have informed the Property Manager of the address. The tenant acknowledges that any communication received from the Property Manager is for the attention of all tenants' and will ensure that messages are passed on to any other tenants. The tenant understands that only the tenants and approved occupants named on the tenancy agreement are to reside permanently at the property. The tenant has informed the Property Manager of all the tenants' contact details (email, mobile, new home number, work number) and if there is more than one tenant they have nominated a main contact.

CHANGE OF TENANTS

If a new tenant wishes to replace an existing tenant, the Property Manager must be informed immediately in order for the new occupant to complete an application and have it approved before moving in. If any tenant intends to move out of the property, the Property Manager must be notified even if no person is replacing that tenant. Any change of the tenants is subject to the approval of the owner.

APPROVAL TO GIVE OUT TENANT DETAILS

Our office is required to collect personal information from the tenant in order to manage the tenancy. The tenant agrees that the agent may give out the tenant's details (for example, name, home / work / mobile phone numbers, email addresses etc) to 3rd parties related to the property or as required by law. Examples of 3rd parties are: tradesmen, termite inspectors, valuers, salespeople, insurance companies, tribunals and courts etc.

Initialled by all Tenants:

Date:

LEASE TERM

The tenant understands the lease term is from the start date to the end date as specified on the lease, inclusive. The Property Manager has explained the process of renewing the lease. The Property Manager has explained the process in breaking the lease. The tenant understands they must give a minimum of 14 clear days' notice in writing before vacating even if they intend to vacate on the end date of the fixed term lease and they have been given a Form 13 Notice of Intention to Leave and reply paid envelope to use when giving notice.

RENTAL BOND

The rental bond is equal to 4 weeks rent (unless otherwise specified in the Tenancy Agreement) and lodged with the RTA. After the tenant has vacated and a final inspection been conducted, the bond is released less any deductions that may need to be taken for cleaning/repairs etc.

RENTAL PROPERTY ADDRESS

The tenant has checked that the rental property address stated on the lease is definitely the property that they want to rent and they have inspected the property prior to signing the lease and agree that they are satisfied with the features and condition of the property.

CONDITION REPORT

The tenant has received the ORIGINAL Tenancy Condition Report and is signed on all pages by my Property Manager. The tenant has signed the file copy of the condition report on the last page as having received the condition report.

The tenant understands they have **3 days** from the beginning of the lease to complete the tenant side of the condition report and return it to the Property Manager. The tenant understands that the condition report will be referred at the final vacating inspection and will be used to measure damage, wear etc on the property in relation to the bond refund.

The tenant has been issued with all necessary keys/remotes and manuals. The tenant has signed the photocopies of everything given to them and understands that these photocopies are referred to when the keys/remotes and manuals are returned. The tenant agrees to be responsible for the cost of any missing or damaged keys/remotes or manuals and will ensure that any **batteries are charged**.

NOTE: CONDITION REPORTS MUST BE RETURNED TO YOUR PROPERTY MANAGER.

RENT

The tenant understands that the rental amount stated on the lease is due on a WEEKLY/FORTNIGHTLY basis. The tenant has been issued with banking details sheet. The tenant understands that when using EFT payment the rent must be paid by 5pm the previous working day to allow the funds to be received on the next day (the due date)

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LATE RENT

The tenant understands that the rent must always be paid on time. Every contact made to a tenant regarding rental arrears is logged. The tenant understands they will be contacted each and every day that the rent is late and that formal Notices will be issued as per the RTA schedule. The tenant agrees to notify their Property Manager prior to the rent due date if a payment will be late (even if only 1 day late) so that the Property Manager has the opportunity to make arrangements with the owner regarding their loan repayments if necessary.

RENT PAYMENT METHOD

The tenant must pay rent via EFT using the internet. The tenant understands that the Property Manager **does not accept cash payments** in the office. Under limited circumstances the tenant may request to pay rent via bank cheque or money order in which case the tenant must ensure that it is received at the office by the due date. If a cheque is dishonoured the tenant will be responsible to pay the dishonour fee.

ELECTICITY, TELEPHONE, GAS

The tenant must arrange for the connection of any services at the property and has checked with the Property Manager if a Gas connection is required. The tenant understands that they have to pay for the usage of all services at the property. If the tenant is required to pay for any service which is not separately metered, they understand the process.

GAS BOTTLES

If gas bottles are provided with the property they must be refilled at the tenant's cost when the tenant vacates the property and a certificate/receipt provided to the agent.

PHONE CONNECTION COSTS

It has been explained to the tenant how to lodge a request for reimbursement of new phone line connection costs, and they understand that approval of this request is at the discretion of the owner.

EXCESS WATER

The water allocation is specified on the lease. If metered, the water consumption will be shown on the water notice. The cost of water as per the notice in excess of this allowance may be recovered from the tenant by way of invoice.

BODY CORPORATE BY-LAWS

If the property is a unit / townhouse, the tenant has been issued with the Body Corporate Bylaws. The Body Corporate By-laws explain the rules which apply to common property within the complex, the use of external areas of your property, noise limits etc.

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PETS

The tenant must obtain written approval from the Property Manager before allowing any pets to be kept at the property, even if the pets will only be at the property for a short time. If the tenant keeps any kind of pet (for example dog, cat or bird) at the property they are responsible to have the property professionally treated for fleas both inside and outside at the end of the tenancy at the tenants' expense and the tenant agrees to provide a receipt to the Property Manager upon vacating. The tenant is responsible for any damage done to the property (including lawns and gardens) by the pets. The tenant also agrees that if there is evidence of pet urine (stains / smells) inside the property, they will be professionally treated and if this is not successful then the carpet underlay will be replaced at the tenants' expense. The tenant agrees to immediately clean up after their pets and take all necessary sanitation precautions to keep the property in hygienic condition. Any pet will need to be registered with the local council.

IMPORTANT – LIABILITY FOR PETS

The tenant accepts full responsibility for any animal that the tenant brings or allows upon the rented premises with or without the consent of the lessor/agent and will be solely liable for all loss and damage or injuries suffered by any person who is attacked by any such animal but if any action is brought against the lessor/agent by any person despite the tenant being responsible as aforesaid, the tenant will indemnify and hold harmless the lessor/agent from any claim, action, suit or demand brought against the lessor/agent by any person injured by such animal.

PEST CONTROL

The owner is responsible for general pest control (cockroaches, ants and spiders) as required but not more than once per year. The owner is responsible for the cost of any termite inspection. The tenant agrees that they are responsible for the treatment & removal of bed bugs if the property is found to be infested. If the tenant would like the property to be checked for bed bugs at the beginning of the tenancy then this will be at their own cost.

GARAGE, CAR PARKS AND DRIVEWAYS

Motor vehicles (for example: cars, motorbikes, boats and vans) are only to be parked in the designated areas. It is prohibited to park on the front lawn areas, nature strips, or other lawn areas, and must repair / replace any damaged lawns. In unit complexes, designated visitor car parks are prohibited by the Body Corporate By-laws from being used by residents. The tenant is encouraged to use drip trays / mats underneath any motor vehicle. The tenant agrees to have any hard surfaces which may be used by a motor vehicle professionally cleaned if the tenant is unable to remove stains.

TENANT'S INSURANCE

The tenant understands that it is the tenant's responsibility to insure their own belongings and furniture etc which are kept at the property. The tenant understands that even if their belongings are damaged through no fault of their own (for example, burst water pipes) the owner's or body corporate insurance DOES NOT cover tenant belongings.

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CARE OF GARDEN

The tenant agrees to keep the grounds in a clean and tidy condition during and at the end of the tenancy including as required; pruning of trees and plants, weeding lawns / garden beds / between pavers, weed spraying, removal of rubbish (including grass clippings, pruned branches, and fallen matter i.e palm fronds), de-cobbing, and watering as appropriate giving the nature of the grounds and water restrictions. Failure to complete these tasks may result in professional costs for which the tenant would be responsible.

POT PLANTS

The tenant will ensure that any pot plants will be raised off the surface (carpets / timber / balcony tiles) and include a saucer to catch excess water to avoid surface stains. Any stains will be professionally removed at the tenants' cost.

LIGHT BULBS

The tenant agrees they are responsible for replacing any light bulbs which fail during the tenancy, except for those which require a licenced electrician or special tools (such as an extension ladder)

TIMBER FLOORS

The tenant will ensure that any furniture placed on timber floors will have appropriate padding (for example felt on chair legs, bed legs on a rug etc.) where the furniture comes into contact with the floor to avoid scratches/dents. The tenant will ensure that footwear does not mark the timber floors, for example by not wearing stiletto heels and checking other footwear for embedded stones etc.

CARPET CARE DURING TENANCY

The tenant agrees to immediately treat any stains / marks on the carpet to avoid the stains / marks becoming permanent. If necessary, a professional carpet cleaner should be engaged by the tenant at the tenants' expense. If stains / marks become permanent the carpets may require replacement at the tenants' expense.

SMOKING

The tenant(s) acknowledge that smoking is not permitted inside the premises and accept all responsibility for any damages resulting from such action such as dis-colouration to paint on walls/ceilings and damage to blinds and cupboards etc.

SMOKE DETECTORS

As of 1 July 2007, the *Fire and Rescue Service Amendment Act 2006* requires that tenant/s clean and test all smoke alarms that are in their rentals home. This must be done at least once during a twelve month tenancy. The cleaning and testing of alarms applies to tenancies of 12 months or longer, or if your tenancy is, or becomes a periodic tenancy.

It is also a requirement that tenants change the battery in any smoke alarms/s when it is flat, or almost flat. If you become aware that a smoke alarm has failed or is about to fail, other than because of a flat battery please advise our agency immediately.

If you are unable to fulfil your legislative duties personally, our agency can supply a list of preferred contractors that can carry out the work for you at your expense.

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ELECTRICAL SAFETY SWITCHES

The tenant acknowledges that tradesmen that attend the property may need to cut power to the property in order to make repairs or test the electrical safety switch. This will in turn cause the temporary shut down of all electrical items.

EMERGENCY REPAIRS

The lease identifies the situations which are classified by the Residential Tenancies Act as “emergency repairs”. The tenant understands the meaning of an emergency repair and that all maintenance is to go through the Property Manager otherwise the tenant may be liable to pay any invoices for work that the tenant organise’s themselves. If an emergency repair is required, then the first step is to contact the Property Manager. If the office is closed, then leave a detailed message on the answering service, and then contact one of the emergency repairers listed on the lease.

POOL MAINTENANCE

The tenant agrees that it is their responsibility to keep the pool / filter / equipment in a well maintained safe condition, including cleaning / backwashing / chemicals unless otherwise stated in the lease documentation. The tenant must give the Property Manager a Certificate stating the pool is in a satisfactory condition dated when they return the keys after vacating the property at the end of the lease. If it is noted the pool is not being maintained during the tenancy, the tenant will be issued a Form 11 Notice to Remedy Breach. Failure to remedy this breach will result in a professional pool cleaner attending the property. The tenant must pay for any associated cost to restore the pool to a satisfactory condition if caused by tenant neglect. The tenant will immediately notify the agent via a Maintenance Request Form if they become aware of any deterioration in the pool fencing or gate that could pose a safety risk.

MAINTENANCE REQUESTS

The tenant has been issued with a Maintenance Request Form, and understands that all maintenance must be reported in writing. The tenant agrees to notify the Property Manager of any damage or repairs that may be required on the property. At all times the tenant’s first contact point for repairs will be the Property Manager. If a tradesperson performs work at the property, the tenant agrees to contact the agent when that work has been completed. If a tradesperson performs routine maintenance at the property, the tenant will be given the opportunity to schedule a day / time with the tradesman during normal business hours so that the tenant can be present. If the tenant cannot be present during normal business hours then the tradesman will gain access to the property via the Property Managers’ keys. After-hours or before-hours callouts would only be arranged for emergency repairs. If a tradesman performs work at the property and advises the Property Manager that the issue was caused by the tenant, then the tenant agrees to be responsible for payment of the account. For example, power failure caused by a faulty tenant appliance, foreign object blocking toilet / garbage disposal unit (please note that “female sanitary products” are not permitted to enter the Gold Coast City Council sewer system, or any Bio Cycle or like systems.). It is the tenants’ responsibility to replace any light bulbs which fail during the lease and replace any cracked or broken windows or screens.

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PICTURE HOOKS / BLUE TAC / NAILS / ADHESIVES

The tenant agrees that no such items will be attached to the property without written approval from the Property Manager. The tenant will be held responsible for any damage to the property by the removal of these items if approval was not granted.

PICTURE HOOK ETC INSTALLATION REQUESTS

To lodge an application for such items, the tenant must supply a rough floor plan of the property identifying with an "X" the location of each proposed item. This plan will then be discussed with the owner and the response communicated to the tenant. The tenant is advised that they should not proceed with installing any items until they have received written approval from the Property Manager which may contain conditions.

LOCKED OUT OF PROPERTY

If the tenant locks themselves out of their property outside of office hours the tenant will have to contact a qualified locksmith such as the one listed on the lease and the tenant will be responsible for all costs incurred. Only during office hours can the tenant come to the office to collect the spare set of keys, but must provide identification and a \$50 key deposit and must return the keys the same day.

BREAKING THE LEASE

The Property Manager can assist the tenant should the tenant need to break the lease by leaving early. The first step in breaking the lease is to sign and return the Agreement to Terminate Fixed Term Tenancy. The tenant will be responsible for paying rent up until the day prior to the start date of a suitable replacement tenancy plus a re-letting fee of one-weeks rent plus GST. The tenant will also be responsible for paying for the internet advertising fee \$220 to secure new tenant. The tenant will also be responsible for paying for the smoke alarms to be function tested by an appropriately qualified technician and the receipt provided to the Property Manager. As well as a \$110 administration fee to facilitate the break lease.

A suitable replacement tenancy is one in which:

Applicants are approved by this office after reference checking;

New fixed-term tenancy agreement is signed;

Expiry date not before the end of your tenancy;

Weekly rent of not less than your tenancy

While the tenant is still living in the property, the tenant will be required to maintain the property in suitable condition to show the property to prospective replacement tenants.

The tenant will also be required to complete the standard vacating procedure, such as carpet cleaning and general cleaning of the property. The tenant should allow sufficient time between vacating the property and the start date of the replacement tenancy (such as three business days) to complete the cleaning and bond refund inspection process.

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PROCEDURE FOR END OF TENANCY

If the tenant wishes to move out on the end date of the lease, the tenant must still give 2 weeks' notice prior to the end date. The tenant agrees that when giving notice that it must be in writing using the enclosed Form 13 Notice of Intention to Leave and handed emailed or faxed to the Property Manager. The notice is not effective until the Property Manager receives the form. The tenant agrees that if the premises are not cleaned to the satisfaction of the Property Manager by reference to the initial condition report within a reasonable time upon vacating, then a professional cleaner will be engaged to return the property to the condition it was at the start of the tenancy and the cost will be deducted from the tenant's bond. The tenant agrees to have the carpets / soft-furnishings / curtains professionally cleaned upon vacating and to deliver to the agent the original of the receipt when the keys are returned. The tenant understands that rent is due up to the day the above tasks have been completed and the property returned to the same condition as at the start of the tenancy.

COMPLAINT HANDLING PROCEDURE

The Property Manager is required to follow the Code of Conduct as specified in the Property Agents and Motor Dealers Act. Should an issue arise during the lease, the first point of contact for the tenant is the Property Manager. The Property Manager is the person most familiar with the property and has the best relationship with the owner. If the tenant is not satisfied with the resolution provided by the Property Manager, the next step is to detail the complete history of the issue in writing and send it to:

Director

WALK IN REAL ESTATE

PO BOX 1478

MUDGEERABA. 4213

rentals@walkinrealestate.com.au . Or Fax 0755 252 766

The tenant will then receive a response within 5 business days.

The tenant may also seek advice from the Residential Tenancies Authority on 1300 366 311.

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