



MICHAEL
NARDELLA

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(PO Box 4229)
RINGWOOD, VIC 3134
9870-0111 (24 Hrs)
Fax: 9870 0088

LICENSED REAL ESTATE AGENTS - AUCTIONEERS - REIV ACCREDITED PROPERTY & BODY CORPORATE MANAGERS - LAND ECONOMISTS

TENANCY INFORMATION

Please read this document as it contains important information in relation to your tenancy

The following documents relate to your tenancy -

1. "Renting – Statement of Rights & Duties" booklet
2. Copy of lease
3. Condition Report in duplicate. **AFTER CHECKING THROUGH THE REPORT, PLEASE SIGN THE TOP COPY WHERE INDICATED BY THE HIGHLIGHTING AND RETURN IT TO THIS OFFICE WITHIN 3 DAYS** of the commencement of your tenancy. It is very important that you check and return this document..(See section under BONDS). Should you not return the Condition Report in the time allocated then you may be deemed to have accepted its contents in full. Note, this document details the condition of the property, it does not in any way infer any liability on the owner to repair or make good any defects. Any non-working services should be reported to the agent - See "REPAIRS"
4. Tenancy Information (this document).

UTILITIES: To assist you with the connection of services to the property, the following telephone numbers are provided:

Electricity -	133 466 Truenergy,	13 1245 AGL	132461 Origin
Gas -	133 466 Truenergy	13 3000 AGL,	132461 Origin
Telephone -	13 2200 Telstra		
Water -	13 1721 (Yarra Valley Water).	Notify at start and end of lease if separately metered.	

Or we can arrange for all these to be connected at no cost to you. Please Ask how.

The above services may require several days notice to ensure connection on the day the tenancy starts. If you intend having the telephone connected to the residence, please provide this office with your telephone number as soon as possible after connection. Please remember to notify all the above when vacating.

RENT: It is the tenant's responsibility to ensure that rent is paid by the due date to the agent. Rent may be paid at our office between the following hours -

Monday to Friday 9 am - 5 pm
Saturday 9 am - 3 pm except Public Holidays

If paying by cheque or postal order, WRITE YOUR NAME AND ADDRESS ON THE BACK. Please supply a stamped self-addressed envelope if you require a receipt to be posted back to you. Alternatively, all receipts are held for 12 months and are available during office hours to collect. RENT IS PAYABLE IN ADVANCE and should reach our office on or before the due date. Part-payments are acceptable as long as the full amount is paid by the due date.

If you are having difficulty paying your rent **ALWAYS CONTACT** this office to discuss your problems. Reminders are sent when rent is overdue and a **Notice to Vacate** will automatically be issued and served when rent is **FOURTEEN** days overdue.

Rental on the premises leased by you shall be paid by cash or bank cheque at all times, unless prior arrangements have been made with the agents. Should the agents accept a personal or business cheque from you and it be marked "present again" or "refer to drawer", then no other personal or business cheques shall be accepted and all future rental payments shall be by cash or bank cheque. The landlord/agent will then look to you to pay any bank charges or fees incurred by virtue of your cheque being Present Again or Returned.

OCCUPANCY: Only the people originally included on your application approved by the owner are allowed to reside at the property permanently. Any proposed change in tenancy arrangements must be discussed with our office, before any changes take place. Note: Bonds are not transferable without the owners permission.

RUBBISH: Must be placed in proper bins. Rubbish placed in boxes or bags will NOT be collected and will subsequently result in problems with dogs, mice, fleas, etc.

CARPARKING: Park cars **ONLY** in designated areas and **NOT** on front nature strips or lawn areas. No unregistered or unroadworthy vehicles are to be stored at the premises at any time.

INSPECTIONS: It is standard Company policy to INSPECT ALL RESIDENTIAL PROPERTIES on a regular basis. When this approaches you will be given appropriate notice in writing.

CHANGE OF

EMPLOYMENT: It is very important that you notify us immediately of any change of employment and business telephone number.

REPAIRS: **IMPORTANT: ALL UNAUTHORISED REPAIRS WILL BE AT THE TENANT/S EXPENSE. YOU MUST FOLLOW THE PROCEDURE BELOW TO AVOID INCURRING UNNECESSARY PERSONAL EXPENSE.**

If you have any problems with any of the appliances installed at the premises, or any part of the premises requires repair or maintenance, or is damaged in any way by fire, flood or other circumstances, please contact this office.

TELEPHONE 9870 0111 (ALL HOURS)

Urgent repairs are defined in your "Renting – Statement of Rights & Duties" booklet and may be referred at anytime via the telephone number above or personal contact at the office during business hours.

We ask that **Non-urgent repairs** or requests for alterations be communicated by attendance at our office, telephoned (9870 0111), faxed (9870 0088) through during business hours, or posted.

Even when the office is closed the telephone will be answered personally, you must leave details as below. Do not telephone other numbers or fax urgent repairs.

Please provide

- 1/ NAME, ADDRESS, TELEPHONE CONTACT NUMBERS,**
- 2/ DESCRIPTION OF PROBLEM** and
- 3/ how ACCESS CAN BE GAINED** to attend to the repair.
- 4/ if the repair is urgent or non-urgent.**

Please also advise if the problem has been previously reported. Repairs will then be attended to within a reasonable time frame taking into account time of call, priority of repair and availability of tradespeople and parts.

If you have not had a response within a reasonable time you are welcome to call again. Please provide the details again. There are rare circumstances, such as power failure, which may interfere with your message.

Failure to provide the above information (eg. just leaving your name & telephone number with a message to call back) will mean that your call will be treated as non-urgent and will be returned the next business day. Obviously, we cannot help if you do not leave a message at all. These are not an excuse to proceed with the repair (see below).

UNDER NO CIRCUMSTANCES are any repairs or maintenance to any appliance or part of the house to be carried out without first contacting this office. Any maintenance problem arranged by the tenant **WITHOUT PRIOR AUTHORITY OBTAINED FROM THE AGENT**, will be **AT THE TENANTS COST (NO EXCEPTIONS)**.

Note, even in cases of "Urgent Repairs" we must be contacted first as above and given sufficient time to attend to the repair. Even then, only the reasonable cost of repair may be claimed. Should a dispute arise over payment the matter would then need to be referred to the Residential Tenancy Tribunal.

It is the tenants responsibility to minimise the loss or damage to the property where appropriate. This may require you to turn off appliances or services until they are repaired.

Please notify the office if repairs have not been completed within a reasonable time so that we may follow up with the repairer. We will assume repairs are completed if not so advised.

MAIL

Any mail addressed to the landlord, delivered to the property, should be forwarded to this office without delay.

ANIMALS

Only animals included in the lease are to be resident at the premises. You must obtain written permission before replacement or additional animals will be allowed. If approved, you will be required to sign an amendment to your lease specifying the terms of this approval. Dogs and cats are considered outdoor animals and are not to enter habitable buildings at any time.

BONDS:

All Bond received after the 1st July, 1998 are deposited with the Residential Tenancies Bond Authority. Bonds are not transferable without written permission. Bonds are refunded in the names on the original Bond Lodgement Form, unless a new tenant has been accepted by the owner and a Bond Transfer Form is signed by all parties. Bonds can only be refunded by all parties signing a Bond Payment Form or an order of the Residential Tenancies Tribunal.

Bonds are refunded ONLY AFTER KEYS HAVE BEEN RETURNED TO OUR OFFICE and an inspection has been carried out. The ingoing Condition Report is the sole means of checking your property. Any deterioration / damage or loss, other than fair wear and tear will be your responsibility. We recommend that to obtain a full refund a few matters be adhered to during your tenancy:.

- **DO NOT** use Blu Tack or stick tape substances to hang or place pictures on walls. These substances will cause damage to paintwork. Use only approved picture hooks, nails are not acceptable.
- Please ensure that the shower rose does not spray water directly onto any glass shower screen fitted, as hot water against cold glass will crack the glass. The responsibility for replacing the glass is yours should this happen during the course of your tenancy.
- **Do not** under any circumstances operate heaters without fans. We recommend the heaters be used on the highest fan setting applicable and adjust the temperature control as necessary. Overheating of fans and damage to the heater will occur if these instructions are not adhered to. Any such damage will be at your expense. Vacuuming of dust in & around the heater will extend the fans life.
- **Do use** exhaust fans in the bathroom and kitchens and regularly "air " all rooms to prevent the growth of mould and deposits of grease and dirt.
- Where **animals** have been resident at the property the tenant/s must pay the costs of steam cleaning, deodorising and flea treatment of the floor coverings and if required the environs of the property at the conclusion of the tenancy and that should the animal cause any damage to the property and/or grounds, the tenant/s will reinstate and repair and/or pay the costs of reinstating and/or repairing any damage caused.
- **ENSURE** that the property is kept in an acceptably clean condition during the tenancy and left clean at the end. Any damaged items must be repaired or replaced. If there are any queries, regarding the refund of the bond, you will be contacted within (12) days of vacating to resolve any problems. Once resolution has been achieved, your bond will be refunded.
- Our office can assist with the names of carpet cleaners and repairers/ handymen, if necessary.

LEAVING:

28 DAYS CLEAR NOTICE IN WRITING IS REQUIRED. Your lease states, "If the tenant wishes to vacate the premises at the expiration of the Agreement the tenant shall give the landlord or agent written notice of the tenant's intention to vacate 28 days prior to the expiration of the Agreement. If the tenant remains in occupation of the premises after the expiration of the Agreement and does not enter into a new fixed term Agreement the tenant must give written notice of the Tenant's intention to vacate the premises specifying the termination date that is not earlier than 28 days after the day on which the tenant gives notice."

Note: You are responsible for rent until the expiration of the notice period.

When vacating the premises you should arrange final meter readings for electricity, gas, water and telephone and provide those instrumentalities with a forwarding address for final accounts. ***YOU SHOULD ARRANGE WITH THE POST OFFICE FOR YOUR MAIL TO BE RE-DIRECTED.***

SMOKE ALARMS/

DETECTORS: The tenant must:

- Check each smoke alarm/detector in the premises weekly to confirm that it is fully operational. These checks are to ensure the safety of the tenants and the security of the premises.
- Replace the battery in each smoke alarm/detector on or about the 1st January each year (or earlier when this becomes necessary).
- Immediately notify the Agent of any faulty smoke alarm/detector and confirm this advice to the Agent in writing the same day.

**BREAKING
A LEASE:**

Should you find it necessary to vacate the property prior to the expiration of your lease, this Company will assist you providing an authority is signed agreeing to:

- (a) pay rent UNTIL THE PROPERTY IS RE-LET to a suitable tenant OR the end of the lease, whichever is the sooner.
- (b) pay our Agency all re-letting costs,
- (c) advertising and
- (d) credit check charges.

We will require your assistance to re-let the property during your occupancy, which includes showing of prospective tenants during reasonable daylight and early evening hours. This will assist in obtaining a new tenant as soon as possible.

VACATION DATE:

When giving notice of vacating we require the date on which you will actually vacate the premises. Approximate dates make it very difficult for us to relet the premises or arrange occupation/ sale for the owner. Extensions can only be considered upon application to this agency.

KEYS:

Your Tenancy DOES NOT TERMINATE until the keys to the property are returned to our office. You are responsible for rent until keys are returned. If you CHANGE LOCKS at any time (Master key systems require permission) a duplicate key MUST be given to our office. (Section 70 Residential Tenancies Act 1997).

Keys held in this office are for internal use only. You should ensure that a duplicate key is left with family or friends in the event that you may lock yourself out of the residence.

If we do have duplicate keys in this office, they may, by arrangement, be made available during office hours should you find yourself locked out. Any after hours requests will incur a minimum \$50.00 CASH Fee and attendance by office staff will be at their discretion solely.

Note, we cannot guarantee that we hold duplicate keys to your residence.

**CONTENTS
INSURANCE**

All items (furniture etc) kept in the property (other than those belonging to the owner) are at your risk totally. It is your responsibility to arrange contents insurance for your belongings or alternatively be prepared to accept loss. **THE OWNER'S INSURANCE DOES NOT COVER ANY DAMAGE OR LOSS TO YOUR GOODS.**

YOUR LIABILITY FOR ACCIDENTS ON LEASED PREMISES

The Occupiers Liability Act has been in operation since 1983. It relates to the liability of 'Occupiers' for accidents on their premises.

A tenant of leased premises is an "Occupier" of those premises for the purposes of this Act. The duty of all "Occupiers" including tenants, is to "take such care as in all the circumstances of the case is reasonable to see that any person on the premises will not be injured or damaged by reason of the state of the premises or of things done or omitted to be done in relation to the state of the premises."

If this duty is breached and a visitor to the premises is injured, the tenant (and perhaps also the landlord) will be liable to pay compensation in respect of the injuries. In a case of this type heard in 1983, the Supreme Court awarded damages in excess of \$500,000 to a visitor who suffered spinal injuries as a result of falling from a stairway in a block of flats at Doncaster. Current claims may run in the millions of dollars.

In view of your potential liability, it is imperative that you report matters requiring repair or maintenance to avoid the risk of injury to visitors to the premises, or damage to their property.

It is also recommended that appropriate liability insurance be arranged to cover you in the event of an accident. Please speak to your insurance company regarding appropriate cover, however, we would suggest a minimum of at least \$5 million.

Public Liability cover would normally taken out in conjunction with contents insurance.

Should you require any assistance in regard to your tenancy, please contact our office.