

Edwards Windsor



Tenancy Information Guide

Edwards Windsor Pty Ltd
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Open 7 days 'til 7 pm

Welcome

In extending a warm welcome to you on behalf of our client, your landlord, we wish you and your family a comfortable and happy tenancy.

Tenancy is a two-way responsibility - you have obligations to us, we have obligations to you, but it is not normally difficult to make it a happy association.

**Our team is always available to help you.
If there is anything concerning your tenancy which you wish to discuss, please contact your Residential Asset Manager.**

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TENANT QUALIFICATIONS

When you call on a real estate agent and apply to rent a residential property, be prepared to give the office references and information about yourself and other intending occupants. As the agent is entrusted with the management of the landlord's property, he must ensure that tenants' credentials are checked beforehand.

THE TENANCY AGREEMENT OR "LEASE"

The difference between owning a property and renting one is that a lease enables the tenant to take *possession* for a limited period of time, on certain conditions, including payment of rent.

The lease is a contract whereby each party agrees to abide by the conditions set out in the lease document. There is a fair balance between the interests of landlords and tenants in the Residential Lease. It is in your interest to read it carefully before signing. You should receive a copy of the lease document, and a copy of the Condition & Inventory Report, when you are given possession of the property so that you may refer to it as necessary.

POSSESSION

The lease will state when you are able to take possession of the property (ie. the day on which the term of the lease commences). You will be required to pay rent from that date even if you have moved into the premises later. Rent may be paid on a mutually agreed basis: monthly or fortnightly. If (in unforeseen circumstances) you have to vacate before the term of the lease is due to end, contact **Edwards Windsor** who will explain your obligations and endeavour to help you.

INSURANCE

It is advisable that you take out an insurance policy to cover your liability as an occupier of the property. You would also be wise to insure your own furniture and effects to protect them against the risks of theft or fire or water damage. **Remember**, the owner is only responsible for insuring the building.

CONDITION OF THE PREMISES

You will receive a written report of inspection (Condition & Inventory Report) stating the condition of the premises at the commencement of the tenancy. There will be two copies - one of which you will be required to sign at the time of collecting your keys; and one which you should take with you. When you take possession you should carry out your own inspection and check each item, signifying agreement with Edwards Windsor's record, or noting any discrepancy. Refer any differences to Edwards Windsor promptly to get them resolved, and return the signed copy of the inspection record to the agent within three (3) working days of taking possession. If furniture and other items are leased with the premises, we will provide an inventory for you to check.

CONDENSATION & MOULD: Condensation and mould can occur in any type of home construction, generally as a result of poor ventilation and warm moist air. Condensation can be prevented through better ventilation of dwellings.

Warm moist air can be created by kerosene room heaters, steam from cooking, washing dishes or clothes, clothes dryers that are not externally vented, steam from bathrooms, and drying damp clothes inside.

Ways of improving ventilation include:

- Open windows and doors where possible. Where window locks are provided, lock windows open at 10 cm when not at home.
- On cold nights, when the house or flat is closed against the cold, ventilation should be ensured during the day.
- If the dwelling is closed during the day, windows and inside doors should be open at night, particularly in spaces where heaters are operating.
- Room ventilators and exhaust fans should be kept clean. Normal house fluff can block or partly block wall or ceiling ventilators and exhaust fans, and impede proper ventilation of the property.

Mould growth is retarded by the circulation of dry air. It follows that proper ventilation will prevent most mould growth. To prevent green fluffy mould on clothes and footwear, ensure that they are thoroughly dry before storage.

To prevent condensation and mould:

- Reduce indoor humidity by good ventilation and through regular airing of the dwelling. Keep ventilators and exhaust fans clear of fluff, do not block air vents in winter to keep out the cold - they are necessary for good ventilation of the property.
- Dry indoor air with space heaters and wipe dry any surface on which condensation appears.
- Dry clothes and footwear prior to storage.
- Allow sunlight into the home whenever possible by opening the blinds during the day.
- Remove any sign of mould growth on walls, ceilings and furniture using diluted household bleach or suitable household cleaner.

SECURITY DEPOSIT - BOND MONEY

A Security Deposit will be taken at the commencement of the tenancy and returned in full at termination, unless the landlord has to withhold any money to cover damage by the tenant or cleaning that may be necessary if the tenant does not leave the premises in an acceptable state. (The Condition & Inventory Report will be the basis for the return or withholding of the Security Deposit).

All Security Deposits paid to Edwards Windsor (after 1st July 2009) will be transferred to the Rental Deposit Authority, who will hold the Bond in trust until the expiration of the tenancy.

Please Note: All bond money and the first two week's rent **must be paid by either Australia Post Money Order or Bank Cheque only. We do not accept cash, EFTPOS or credit card.** Bond refunds are paid via EFT into your nominated bank account or by cheque.

LOCKS AND KEYS

We suggest that you keep a spare key with you in case you happen to lock yourself out of the premises. If you do lock yourself out and have no key, **call a locksmith** rather than Edwards Windsor. Please note that you are responsible for any costs incurred. Keys held by Edwards Windsor are for their use should access to the premises be required in an emergency.

If you have the misfortune to lock yourself out during business hours (8.00 am - 7.00 pm) you may be able to borrow a key upon payment of a \$50 refundable deposit and presentation of proof of identification.

The changing of locks and the installation of deadlocks or other security devices are alterations or additions which should not be done without the written consent of the landlord.

PRIVACY

You have the right to use and occupy the premises without unreasonable interference by the landlord or the agent, but they have the right to have access when it is necessary to inspect the premises or carry out repairs. They can also show the premises to prospective tenants after notice terminating the lease has been given and to prospective purchasers should the premises be for sale. The lease permits access between certain times on any day except Sunday or public holidays, so you should be prepared to allow access when it is mutually convenient.

However, the owner may enter the premises at any time, without permission of the tenant, if it is reasonably believed that:

- the tenant is injured or ill (and so unable to give permission);
- there is a risk to the tenant or another person on the premises;
- a denial of access may result in damage to the premises;
- damage has occurred to the premises; or
- the premises has been abandoned.

TRANSFER OF TENANCY

Under no circumstances will a transfer of tenancy be permitted without approval by your Residential Asset Manager. Should you permit a transfer of tenancy without approval you will be held responsible for payment of rent and for any damage caused by another person. Please phone your Residential Asset Manager if you wish to transfer your tenancy and the correct procedure will be outlined to you.

NOISE

You and your neighbours have the right to peaceful enjoyment of the premises. If a person is troubled by noise that could be regarded as offensive, all he/she needs to do is telephone the Environmental Health Officer at your local Council (during business hours - refer below) or local police (Police General Enquiries - 6230 2111):

Hobart Council	(6238 2715)	Clarence Council	(6245 8600)
Kingborough Council	(6211 8200)	Glenorchy Council	(6216 6700)

Fines of up to \$5,000 can be imposed for breaches to the regulations, or on the spot Environmental Infringement Notices issued with fines of \$500.

Any noise which is audible within a room of other residential premises, except within the following hours*, is a breach:

PERMISSIBLE HOURS OF USE IN DOMESTIC AREAS			
EQUIPMENT	Mon - Fri	Saturday	Sun, Good Friday, Xmas Day
Power Tools, Compressors, Mixers, Generators, Pumps	7 am - 6 pm	8 am - 6 pm	10 am - 6 pm
Lawn Mowers	7 am - 8 pm	8 am - 8 pm	10 am - 8 pm
Chain Saws	7 am - 6 pm	8 am - 6 pm	10 am - 6 pm

***Note:** The above permissible hours are based on regulations for the Hobart, Clarence and Kingborough Municipalities. Noise Regulations may vary in other Council Municipalities.

TENANT'S RESPONSIBILITY

Be considerate to your neighbours and treat them as you would like them to treat you. Whilst the lease contains a condition to this effect, it is a courtesy that neighbours should normally observe.

RENTAL PAYMENT: Rent is to be paid in advance as set out in the lease document. Edwards Windsor's preferred method of rental collection is by direct debit from your account on the day your rent falls due. This method of collection is at no cost to you. Direct Debit Request forms are available from Edwards Windsor.

Please note that apart from the initial bond and rent in advance, rental payments cannot be made at our office.

If you allow overdue payments to occur, the agent is entitled to take action to terminate your lease.

CARE OF THE PREMISES: Conditions of the lease require that you keep the premises clean and tidy and avoid damaging them. Do not fix pictures or posters to the wall (especially with adhesive tape or blu-tac) or make any alterations to the premises without reference to the agent and the consent of the landlord.

If there is a grease trap make sure that it is cleaned out regularly. If pests are infesting the premises, notify the agent who will advise you what action is to be taken. You must not allow mould to accumulate on walls, ceilings or grout. Any outbreaks of mould should be treated with a suitable bleach based product as soon as any growth is noticed.

As set out in your lease, you are reminded that a tenant is responsible for the replacement of fuses, tap washers and the cleaning of chimneys.

COMMON AREAS: You have certain obligations with regard to the use of stairways, foyers, carparking areas, grounds etc. You are not to use any of these areas for storage purposes or for depositing any materials or rubbish.

WASHING: Washing or any other articles cannot be hung on any part of the building, balconies, windows or common areas (except on lines provided for that purpose) in such a way as to be visible from the outside of the building.

GARBAGE & RECYCLING: In areas where garbage and recycling bins are provided by the local Council, you are required to maintain your garbage and recycle containers in the premises or on an authorised part of the common area. These should be kept clean, dry and adequately covered. These containers are to remain at the premises when you vacate.

In areas where wheelie bins and/or recycle bins are not provided by the local Council, you are required to supply and maintain your own garbage and recycle containers in the premises or on an authorised part of the common area. These should be kept clean, dry and adequately covered.

Tenant's Responsibility continued...

PETS: The lease expressly forbids you to bring pets onto the property without the landlord's consent. If you have a pet, be honest and advise the agent; do not attempt to conceal the fact, as this could create a problem for all parties. Remember residential flat buildings are not really the place to keep animals unless special arrangements have been made for them.

CAR PARKING: If you occupy a flat or unit, you are permitted to park only one car on the premises. If a parking bay is allocated to you when you move, you are requested to use only the allocated space. Parking bays must be kept free from grease, oil and rubbish and major repairs must not be carried out on the premises. Please request your visitors not to park on the premises, as this will cause inconvenience to the occupiers.

ELECTRICITY & TELEPHONE: You must arrange to have the electricity and telephone connected and you should contact Aurora Energy (1300 132 003). You can only access this service by telephone and you should have three forms of identification if you are a new subscriber, and your latest Aurora account if you are already a customer.

For telephone connection call 132 200. If there has previously been a telephone serviced connected it is important that you arrange for a reconnection as soon as possible, as you may be liable for the cost (\$155) if you allow the line to be re-allocated.

STRATA TITLE HOME UNITS

All Strata Title home units will have By Laws or special rules with which you must comply. Your agent will provide you with a copy of these By Laws which you should read carefully.

SHARED LAUNDRIES

If the property you occupy has shared laundry facilities, observe the house rules as to times of use etc, and follow instructions for operating the appliances. Remember that if maintenance costs become too high through careless use or mis-use of appliances, the landlord may have to increase his charges.

REPAIRS

Notify the agent promptly of any loss, damage or defect in the premises, regardless of how it may have been caused. You should be prepared to arrange repairs at your own expense if damage results from your carelessness, negligence or failure to observe conditions of the lease.

In other circumstances the agent will arrange for damage to be repaired at the landlord's expense if it affects your use of the premises. If necessary, arrange to be home on the appointed day to give tradesmen access and to explain the problem. If tradesmen fail to call as arranged, ring the agent and let us know.

EMERGENCY REPAIRS: If you have a major problem after hours (eg. burst water pipe or cylinder or major power failure), you should call **6234 5500**. You will go through to a paging service and the Asset Manager on duty will return your call.

If the situation is **very urgent** and you have not heard back from the Asset Manager within a reasonable timeframe, you should call the tradesperson listed on the back page of your lease.

It must be emphasised that the tenant **must not call a tradesman unless the situation is clearly an emergency**, where damage may result to the person or property if the matter is not dealt with.

MOVING OUT

DEFAULT OF TENANCY - ASSIGNMENT OF LEASE: If you have signed a lease, you are required to remain as a tenant at least until the lease expires. If you move before the expiry date, you will be responsible for rental payments until a new tenant moves into the premises. You will also be responsible for reletting costs. If you wish to vacate prior to your lease expiry date, please contact your Asset Manager who can advise you of the correct procedure.

GIVING NOTICE: The required notice, of at least two (2) weeks, must be given to us, in writing at the time you intend to vacate the premises, or rent will be charged in lieu of notice. The premises will be deemed to be vacant only when the key is returned to our office before 12 noon on day of leaving. Late return of keys will result in rent being charged to the date keys are received.

PRIOR TO VACATING PREMISES: Please ensure that the property is left undamaged, clean and tidy for the next tenant, otherwise a renovating or cleaning service will be employed and the cost will be your responsibility.

When inspecting for refund of the bond, our staff will pay particular attention to the cleanliness of such things as floors, blinds, windows, stoves, including grill and oven, hand basin, sink and toilets. Note that all carpets must be professionally steam cleaned.

Arrange for electricity and telephone to be disconnected and for final accounts to be sent to your new address. Supply a forwarding address to our office.

REFUND OF BOND: A refund of bond will be made only after the key has been returned and sufficient time has been allowed for staff to inspect the property. Refunds will be posted to your new address or may be collected at our office, provided prior arrangements have been made. Please note that all bond refunds must be paid by cheque to comply with the Act. Therefore, you will need to allow the usual 4-5 days for the cheque to clear.

CREDIT RATING

Prompt payment of rent when due will establish a reliable credit rating with the agent, and you may use our name as a reference when you are seeking hire purchase loans or other finance. If you are seeking to rent another property it will help if the agent can say that you have been a good and reliable tenant.

We have put together some contact numbers that may be helpful to you.

Hobart City Council:

Collection-garbage/recycling

Ph: 6238 2182

Clarence City Council:

Collection – garbage/recycling

Ph: 6245 8682

Glenorchy City Council:

Collection – garbage/recycling

Ph: 6274 0797

Kingborough Council:

Collection/garbage/recycling

Ph: 6211 8200