

**YOUR INTRODUCTION AND
GUIDE TO RENTING**



**Real Estate
Gawler**



Rental Payments/Arrears

Rental payments are to be made fortnightly or monthly as agreed in your Residential Tenancy Agreement.

Please ensure your rent is always paid and cleared funds **by** its due date and **not on** the due date as it can take up to 24-48 hours for funds to appear in our trust account resulting in you being in arrears.



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 all of 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.

There is no such thing as friendly reminder notices. If no communication is made, late rent will instantly affect your rental history records.

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 the 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 at least 3 working days beforehand** so we can inform the landlord to prepare and make other arrangements with their mortgage payments, should this be required. In some cases we ask you to do all that you can do to borrow the money from other sources (i.e. your family, friends, employer, bank, credit cards, etc) should you not be able to make a payment on time. **However, should we not be contacted our policy will then be...**

- **3-5 Days Behind-** SMS reminder
- **5-14 Days Behind-** Phone call and follow up email to discuss when rent will be paid
- **15 Days Behind-** Form 2 Notice of Breach

EVICTION will 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 the 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.

Repairs and Maintenance

Please refer to tenants guide to maintenance included in your move in kit.

Water Supply

If your maintenance is in regards to water issues eg water from taps is very dirty, no water at all (mains water), toilet not flushing due to no water (recycled water) please contact SA Water (1300 650 950) first to ensure that there is no SA Water issues in the area first before contacting our office or the emergency contact. If a plumber is called to the property and it is found to be an SA Water issue, the invoice which may include an after hours call out fee (approx \$300) will be the tenants responsibility.

Liability in a co-tenancy

Tenants sharing rented premises as co-tenants are “jointly and severally” liable under a tenancy agreement. This means a landlord can pursue one or all of the co- tenants items such as outstanding rent, cleaning, damages etc.

It is advisable that co-tenants develop adequate arrangements for the payment of rent and household bills when they enter into a tenancy agreement. If one of the co-tenants fails to pay their share of the rent and the landlord does not receive all rent due, the landlord may service notice on all tenants once rent remains unpaid for more than 14 days.

Leaving a co-tenancy

If one of the co-tenants wishes to leave the premises before the expiry of a tenancy agreement, that tenant would continue to be held responsible should the landlord have any claims, ie outstanding rent, damage, cleaning etc. The landlord is not obliged to alter the tenancy agreement, or refund the bond, if one co-tenant vacates the premises, as the bond is held for the entire term of the lease agreement. However, if the landlord approves, the remaining co-tenants can agree to pay the outgoing tenant their share of the security bond. If this occurs, a ‘change of tenants form’ may be completed, removing the outgoing tenant’s right to claim any portion of the bond once the tenancy agreement ends.

Sub-Letting

A tenant cannot sub-let without the landlord’s written consent. Sub-letting is where the existing tenant lease the whole or part of the property to another person and does not retain control over the property. The tenant who has the existing agreement with the landlord becomes the ‘head-tenant’ and the person renting the whole or part of the property becomes the ‘sub-tenant’.

Property for Residential Use Only

The property is for residential use and can only be used 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.

Landlord Mail and Contact

Should you receive any mail addressed in their name, 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.

Property Condition Report

The Property Condition Report is filled out at the commencement of your tenancy to record the cleanliness and general condition of your property. Please ensure that you return your signed/amended copy of your property condition report to us. 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.

Routine Inspections

During the course of your tenancy the premises will be inspected approximately every 13 weeks. These inspections are carried out to ensure that you are maintaining the property, and also ensure any required maintenance is reported to the owner on a regular basis. Please see a detailed list of what we look out for below.

As we have many inspections scheduled for this day, please appreciate that it is difficult for our office to set exact times or re-arrange inspections times. For extreme circumstances however, please contact our office to discuss the matter.

We have had tenants still in bed or having showers and expecting the property manager to work around them. The property managers are there for approximately 15-20 minutes so please ensure that on the day and time booked for the inspection all of the property is available to be viewed.

Our office procedures are as follows

- ❖ Inspection letters are emailed and do not require a reply. As this email is sent to one primary contact email address, please ensure that you advise all occupants of the property date and time of your inspection.
- ❖ On the business day before the routine inspection, a reminder sms is sent. This is not a legislation requirement but a courtesy reminder from our office.

Please add our email addresses to your safe senders list to ensure you receive our communications. Also please check your junk email regularly as they sometimes are redirected there.

spartington@eldersre.com.au

jwdare@eldersre.com.au

Photos- also note that the inspection may involve taking photos of any repairs required, and a photo of the grounds front and back. We will also take selective internal photos for the owners reference but rest assured we will do our best to avoid taking photos of tenant possessions.

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 and screens are clean
- The kitchen area clean and oven/stove top is free of burnt on food and carbon staining
- Shower, Bathroom and Toilet, Laundry and all tiling is clean
- All areas and rooms are fully accessible (not locked)



Outside the Property

- The lawns are 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, store rooms 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

Keys

A duplicate set of keys is retained by Elders Real Estate Gawler for emergency access. During business hours you may come to our office and borrow our office set upon producing ID but must be returned on the same day. This is for security reasons to ensure we are not giving keys to people who are not the tenant.

No key service is available after normal office hours, on weekends or public holidays. It is advisable that you make your own private arrangements regarding the location of a spare key. You may call a locksmith to assist you back into the property but this is at tenant cost. **Gawler Lock & Key are available 24/7 and can be contacted on 8522 3433**

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.

Should you wish to copy keys it is important to note we will need back all keys given to you at tenancy start, and also all extra copies created during your tenancy period. Locks are not to be changed without consent of Elders Real Estate Gawler and you are obligated to provide us with a full new set of keys for property access.

Insurance



We strongly recommend that you obtain contents insurance. It is important to note that should your furnishings and personal items 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.

Water Usage

Unless otherwise specified in your lease agreement, the tenant is responsible for all water consumed on the property and quarterly water supply charge. Accounts will be emailed to you on a regular basis and adjusted for the period of the tenancy.

Please note that late payment of invoices is noted on your tenant ledger and reflects on any future rental references we may give on your behalf. Water invoices are paid directly into our trust account as per your rent details and code number.

Smoke Alarms

The property you are leasing will have smoke alarms. Our contractor (or landlord) ensures they are in working order and are checked every 12 months. Please notify us immediately if the smoke alarms are not working correctly.

Change of details

As notifications are now emailed and not posted, it is very important that our office is notified immediately of any change of email address and also contact phone numbers.

Care of the property

If you are renting a house or home unit with its own private yard, then you are fully responsible for the upkeep of the lawns, gardens and grounds. In many cases, you are also responsible for the upkeep of the front verge if your property has one. Please do not store unnecessary paper, bottles, cans, flammable chemicals or rubbish on or around the premises.

Please do not place Blue-Tak, adhesive tapes, stickers/decals, pins, nails, screws or any other substances on walls, ceilings or doors. Additional hooks may be requested by writing to the property manager who will seek authorisation from the owner.

Automatic air freshener/insect repellent dispensers – if you need to use these dispensers please be aware of where it is positioned or pointed as we have had issues with the spray damaging the paint on walls where it has sprayed or dripped onto the wall. Due to the amount of damage caused, the only way to remedy this problem is to have the whole wall treated and painted which is at tenants cost.

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



Car Parking

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. Engine oil drippage to gardens and lawns will also create permanent damage to the soil area, being costly to rectify. Provision must be made to ensure that the parking area is protected from oil leakage from all vehicles. Any damage of this type will be charged to tenants in full.

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.

Utilities

It is the tenants responsibility to arrange connection and disconnection of services (apart from SA Water) to the property. We have formed an alliance with Direct Connect, a specialist utility service provider who can assist you, which is completely free of charge. If you wish to use this service please let your property manager know.

Smoke Free Policy

We respect your right to smoke and this is your choice, however we wish to outline our smoking policy, and request that you **do not smoke inside** of your rental property.

We want everyone to be able to enjoy their rental property, in the way they wish to enjoy it, but we must inform you of the damage that smoking will cause to the property, and also to the enjoyment of the property for future tenants. Therefore for your information, we have outlined some common problems that we encounter when people choose to smoke inside a rental property. Most importantly, we outline some of the financial consequences of insisting on this choice.

Damage to Paintwork

Interior Surfaces Stained - Regular smoking will coat painted surfaces like walls, ceilings, doors etc in a thin brown film over time. In bad cases, this yellowy brown coating becomes evident when pictures previously hanging on walls are removed.

Costly to Rectify - This can be very expensive to rectify! Affected surfaces have to be washed before being re-painted but also a primer may be needed before new paint is applied. **In all cases, this will be charged in full or in part to the tenant.**

Unpleasant Odour

Odours - Regular smoking will also cause a distasteful smell to soak into every porous surface of the property that has been exposed to the smoke. This includes walls, ceilings, doors, curtains, blinds, carpets and anything that allows a smell to penetrate! In other words, smoke odour will penetrate EVERYTHING!

Costly To Rectify - This is a huge job to rectify. Curtains need to be dry cleaned and deodorised. The home may have to be deodorized throughout. However, removing the smell may only happen over time. If a property cannot be re-rented because the smell makes the property unattractive to a new tenant, the landlord may insist compensation be claimed against the tenant that caused the problem.

We hope that we have given enough reason for our insistence that you choose to smoke outside the property, and ask that you respect our office policy.

Pets at the property

Thinking Of Allowing Your Pet Inside? – Think Again!

If you have been permitted to have an **outside** cat or dog, and you **choose** to allow them inside- we ask you to consider the following important information:



YOU ARE BREACHING YOUR TENANCY AGREEMENT-This is in breach of your tenancy agreement that you have agreed to and can result in the lease being terminated. Further we may ask that the pet be removed permanently, and also we will be unable to allow any further pets should you request. This is a serious matter as the following are common problems we wish to avoid:

Animal Hair

Pet hair in-ground into the carpet will not be removed successfully by steam cleaning as moisture allows the hair to stick to the fibres of the carpet. Lengthy professional vacuuming will only do this job successfully. **The carpets may have to be professionally treated to remove the pet hair- this is charged at full cost to the tenant!**

Some people are also allergic to cat hair. Tenants moving into properties may have severe allergic reactions should cat or dog hair be present inside the property. This may result in legal action against the landlord, and as you may understand, we can only forward such action to the tenant that allowed their pet access to the property!

Animal Urine

Damage - urine can be very acidic and can damage the pile of carpet- particularly in cats and young animals. This can result in compensation being charged and in some cases, full replacement of carpets! Urine may even stain the carpet permanently. It is very hard to remove pet smells and professional deodorising may also be necessary. **Damage caused by urine and staining will be charged to the tenant! Full cost to replace carpets may also be charged if the situation is serious enough!**

Damage

Damaged/clawed flyscreens and carpets, chewed woodwork and clawed doors and doorways is common when tenants allow their pets inside access. Cats can also claw and climb curtains damaging them in the process. If the item cannot be successfully repaired, it will need to be replaced. **This is charged to the tenant IN FULL. The costs here can be quite substantial and charges of hundreds of dollars are not uncommon!**

Fleas and Ticks

Fleas coming from a pet can quickly infest the carpet, also laying eggs, and further your pet can bring ticks inside the property. Further professional fumigation and treatment is required in this situation. **This is charged to the tenant!**

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.

SOMEONE ELSE Owns the Property!

At the end of the day, someone else owns the property! As a tenant, you are entitled to enjoyment of the property however allowing your pet inside without permission disrespects the person who owns it. The whole aim of this info is to request that you please keep your pet outside! 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. We thank you for your cooperation in this important matter!

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.

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

Giving Notice/Breaking Lease

A residential tenancy agreement is a binding contract providing protection for both the owner and the tenant. The Residential Tenancy Agreement can be terminated by the tenant in the following ways:

1. If you intend to vacate the premises at the end of your fixed term lease you will be required to give our office in writing 28 days notice of your intention to do so.
2. If you are vacating the premises with a no fixed term lease (periodic tenancy) then you will be required to give our office a minimum 21 days notice in writing, prior to your intended vacating date.

If however, unforeseen circumstances arise and you must vacate the premises prior to the end of your fixed term lease, we require your notice in writing and are unable to accept your intention verbally. We will then endeavour to find a suitable replacement tenant.

You will be responsible for

- Continuation of all rent payments in full, through until the date that a new tenant takes occupancy of the premises or the end of your lease, whichever occurs first.
- Payment of the letting fee and advertising costs. Adjustments to these payments are made on a pro-rata basis as required by the Residential Tenancies Branch.
- 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.

Vacating/Final Inspection

When you have given written notice to terminate your tenancy, we will send you a letter outlining details of vacating procedure and a final Inspection Guide as a checklist



to assist you as you prepare to vacate. The Final Inspection can only be completed once the property has been fully vacated and free of personal effects, cleaned and gardening is completed. Carpets are to be left in the same condition as marked on the original Residential Condition Report allowing for fair wear and tear. If required, carpets are to be cleaned.

You are required to return all keys to the office on the day you vacate as per your vacating letter. Please be reminded that you are responsible for rent until all keys for the property have been returned to our office.

We do not wish to travel to the property ready for the inspection and find the property not 100% ready.

Bond refunds are only processed after the satisfactory completion of the final inspection and all outstanding monies including water usage charges have been paid or agreed with the Property Manager for this to be deducted from your bond.

Mail Redirection

It is strongly recommended that you request Australia Post to redirect your mail to you as we do not forward mail on and it is returned to sender.