

RESIDENTIAL TENANCY AGREEMENT PART F

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1. The tenant is aware that should a cheque be dishonoured in any form, then the tenant must make alternate arrangements to pay their rent other than personal cheque.
2. The tenants are aware that in the case of a lease break they will be responsible for the outgoing costs including bond inspection, advertising, Property Condition Report Update, Photographs and refund to owner of the unused portion of the lease fee. The tenant is responsible for all rent until a new Agreement has been entered into. The tenant/s will be responsible for all marketing and inspections of the property to secure a new tenant. As a matter of courtesy Carter Giorgi Real Estate will assist by placing an advertisement on their internet site. A new tenant will be required to be approved by the owner before acceptance of their application.

The Tenant/s agrees to reimburse the Owners expenses for re-letting the premises

- i the unexpired portion of the leasing fee
 - ii final inspection fee
 - iii ingoing property condition report
 - iv photographic record of gardens etc. for new tenancy
 - v internet site and marketing
3. The tenant shall notify the owner/agent as soon as practicable of any damage to the premises (Section 38 (b) Residential Tenancy Act. All non-urgent requests for repairs are to be reported IN WRITING (emailed) unless deemed urgent under the Act. All URGENT maintenance (i.e. Hot water systems, burst water pipes, fires, burglary's etc.) are to be phoned through to Bruno 0418 923 426 or Colleen 0418 944 830.
 4. The tenants are aware that should they fail to sign, amend and return the Property Condition Report to the agent within 7 days of receiving same, the report will be deemed as true and correct and no alterations will be considered by the agent/owner thereafter. The bond inspection will be carried out against this report and any discrepancies will be the responsibility of the tenants.

GENERAL

5. All mail which is not addressed to the current tenant/s must be handed into the agent/owner. The tenant is responsible to place a re-direction order at the Post Office upon vacating the premises. The agent will not forward on any mail.
6. The owner/agent will inspect the premises during the first 3 months of possession. Subsequent inspections will occur three monthly. The tenant agrees to make access available to our Property Manager between the hours of 9am and 4pm. If you are unable to be present our Property Manager will use our master key to carry out the inspection. Photos will be taken on the inspection at the Property Managers discretion and provided to the owner.
 - a) All bench tops to be kept clear on the day of inspection to ensure adequate inspection.
 - b) Any mats to be rolled up so the floor coverings can be inspected.
7.
 - a) THE TENANT IS AWARE THAT A BREACH OF AGREEMENT WILL BE ISSUED IN THE EVENT THE RENT FALLS ONLY ONE DAY IN ARREARS AND THAT A RECORD OF BREACH AGREEMENTS BEING ISSUED WILL IN THE FUTURE EFFECT THE TENANTS RENTAL RATING. Should the breach of agreement not be rectified then a Termination Notice will be issued, and if not rectified within the required period, Local Court Eviction action will be taken.
 - b) The tenant is aware that should a general breach of agreement be issued and should the breach of agreement not be rectified then a Termination Notice will be issued, and if not rectified within the required period, Local Court Eviction action will be taken
8. Tenants are to abide by Strata By-Laws.
9. The tenant acknowledges that trades people will only carry out work during office hours and weekdays unless an emergency arises and agrees to provide access either by being present at the property or allowing the office key to be given to the tradesperson. The tenant also acknowledges and agrees that should an arrangement be made and not kept by the tenant resulting in a second call out fee to the owner, then the tenant will be responsible to reimburse the owner that fee.
10. Should the tenant/s lock themselves out of the property it is their responsibility to either borrow the office keys (office hours only – and return office keys within 24 hours) or arrange for a locksmith to open the door for them. The agent does not provide an after-hours key service.
11. The tenants shall have a saucer placed below all pot plants at all times. Any damage to any surface caused by pot plants shall be re-instated by the tenant.

INSIDE

12. The tenant/s agree to air all rooms sufficiently so that mildew does not appear. The tenant/s will be responsible for the cleaning of mildew if necessary. Exhaust fans to be turned on each time bathroom and laundry are used.
13. The tenant agrees to place felt under all furniture where the property has wooden floorboards, cork tiles or slate tiles. Damage to the floorboards will require the entire room to be re-polished at the tenant's expense.
14. Locks and Latches – the tenant will be responsible for replacing all lost or damaged keys/locks. The tenant will make good all repairs to locks and latches resulting from damage not classed as fair wear and tear. This includes removal of broken keys from locks. The tenant will be responsible for the removal of any padlock installed for their own use.
15. Vertical Blinds – The tenant will be responsible for the cost of repairs and replacement of vertical blind components including blades, weights and chains which are not noted on the Property Condition Report

16. Security/Insect Screens/Wire – The tenant/s will be responsible for the cost of repairs and replacement of damaged/buckled screens and replace all fly wire if there are catches/rips or tears which are not noted on the Property Condition Report.
17. The tenant is aware that "NO SMOKING WHATSOEVER" is permitted inside the premises, either by themselves or visitors to the property. No smoke butts are to be left/thrown in/on the garden beds, verandas or lawns at any times. No smoking in the Strata Complex at any time including balconies.
18. The tenant shall keep the property in a clean and tidy condition at all times including chattels and not drill or make any holes in any walls or openings or affix any item to the walls or make any alterations whatsoever to the property without prior consent requested in writing to the agent. Damage to walls caused by hooks will result in the whole wall to be re painted. Patch painting not permitted.
19. The tenant agrees to maintain all light globes (replace as required) and to ensure hard wired smoke alarms do NOT have batteries removed, but to replace battery as required to ensure working at all times.
20. The tenants agree not to place any hot objects directly onto any kitchen or bathroom surfaces or others such as bench tops, carpet or vinyl.
21. The tenant will be responsible for the repair to damage to walls not considered fair wear and tear. Permission must be obtained from agent/owner prior to repairs being carried out and an exact match of paint is required. Patch painting not permitted. Entire wall to be re painted.

OUTSIDE

22.
 - a) The Tenant/s shall not permit any motor vehicle owned by them or their invitees to be parked on the street verge or lawn/grassed area of the property
 - b) No motor vehicle shall be kept at the property unless it is in operational and in mobile order
 - c) The tenant/s shall not carry out any major motor vehicle repairs on the premises, or to park/keep any unregistered vehicle on the premises.
23. The tenant/s agrees to keep a drip tray/s on the garage/carport floor to prevent oil staining. This includes the driveway or any area the motor vehicle is parked.
24. If the property has either a pool or a spa the tenant/s are responsible for all maintenance and cleaning including chemicals and care of the pool/spa equipment unless otherwise stated in the lease agreement .

VACATE

26. The tenant/s agrees to give 30 days' notice in writing prior to lease expiry date. This notice will be deemed to commence upon receipt of such notice by owner/agent. The tenant agrees to allow access to the property for the purpose of showing the premises to prospective tenants, at any reasonable hour and on a reasonable number of occasions during the period of 21 days preceding the termination of the agreement, after giving the tenant reasonable notice. Section 46 (f) of Residential Tenancy Act.
27. Rent will be charged in full until the expiry of either the Thirty days or Twenty-One days' notice in writing. If not given the Tenant shall remain liable pursuant to the lease until the period of notice expires and/or after the agent/owner takes possession and all keys and fobs/remotes issued on occupation are returned to the agent.
28. The tenant shall at the time of delivering up possession of the property, notify the agent of:-
 - a) The address at which the tenant intends to next reside, or a forwarding postal address. (Section 53(3) Residential Tenancy Act). (Penalty \$1,000.00)
 - b) At the termination of the tenancy the tenants agree to have all carpets professionally steam cleaned (not dry cleaned) and agrees to use an "Accredited" carpet cleaning firm recommended by the agent/owner. The cost of this is to be borne by the tenants and a receipt must be produced as proof that the cleaning has been carried out. Should the carpet not be cleaned to a satisfactory standard then the agent will arrange to have the carpets re-cleaned at the tenant's expense. Warning – pot plants must not be placed on carpet areas. Any damaged caused by water to any floor coverings by the watering of interior pot plants will be the tenant's responsibility and they agree to have the damage repaired/replaced by a professional contractor.
29. Tenant/s will be responsible for Special Water Meter reading charge upon vacating the premises.
30. If the tenant has a pet then the tenant/s shall have the property professionally sprayed for fleas inside and outside upon vacating by a registered Pest Control Operator and a receipt provided to the owner/agent. The tenant agrees to keep the back and front gardens free from pet excrement. The tenant agrees to keep the pet outside.
31. The tenants agree to remove all rubbish and unwanted goods upon vacation of the premises and any costs incurred as a result of unwanted goods being left anywhere on the property will be borne by the tenant. This includes the placing of council bins out for collection and the cleaning of bins after collection.
32. The tenant/s are aware that once the keys are returned to our office when the property is vacated at the end of the tenancy, it is deemed to be completed and ready for the final inspection. The agent is not obliged to give the tenant/s the opportunity to go back to carry out cleaning, repairs gardening etc. and it is agreed the agent will engage the services of professional contractors to remedy any discrepancy between the Property Condition Report and photographs with the final inspection. This will be at the tenant's expense. Rent may be charged whilst remedial work is carried out.
33. Window, tracks and fly screens to be professionally cleaned at the end of tenancy and a receipt provided to the agent. To be kept clean throughout tenancy
34. All blinds to be professionally cleaned at the end of the tenancy and a receipt provided to the agent.
35. All batteries in any remote to be replaced when property vacated

36. All shower curtains to be replaced with similar quality when the property is vacated.
37. Oven to be professionally cleaned at the end of the tenancy and a receipt provided to the agent. To be kept clean throughout the tenancy.