

## TENANT INFORMATION PACK

### SERVICE AND UTILITIES

It is your responsibility to arrange for the connection and disconnection of all services to the property, with the exception of water. Water will be connected on your behalf. Below are some telephone numbers that may be of assistance.

Tenants are responsible for all charges related to the supply and use of a telephone at the rented premises. This includes all service fees, call charges, equipment rental charges and connection fees. It also includes the cost of the initial connection of a telephone line. If you are moving into a property that has been newly built, or where there has not been a connection for some time, it may be necessary for the line to be laid or re-installed.

|                    |                           |                   |
|--------------------|---------------------------|-------------------|
| TELEPHONE:         | TELSTRA                   | 132 200           |
|                    | OPTUS                     | 1800 501 064      |
| GAS & ELECTRICITY: | ORIGIN                    | 132 461           |
|                    | CITIPOWER                 | 131 280           |
| WATER:             | CITY WEST WATER           | 131 691           |
|                    | MELBOURNE WATER           | 131 722           |
|                    | SOUTH EAST WATER          | 131 851           |
|                    | YARRA VALLEY WATER        | 131 721           |
| COUNCIL:           | BAYSIDE CITY COUNCIL      | 9599 4444         |
|                    | BRIMBANK CITY COUNCIL     | 9249 4000         |
|                    | HOBSONS BAY CITY COUNCIL  | 9932 1000         |
|                    | KINGSTON CITY COUNCIL     | 1300 653 356      |
|                    | MARIBYRNONG CITY COUNCIL  | 9688 0200         |
|                    | MELBOURNE CITY COUNCIL    | 9658 9658         |
|                    | MONASH CITY COUNCIL       | 9518 3555         |
|                    | PORT PHILLIP CITY COUNCIL | 9209 6777         |
|                    | STONNINGTON CITY COUNCIL  | 8290 1333         |
|                    | WYNDHAM CITY COUNCIL      | 9742 0777         |
| FOXTEL:            |                           | 131 787(new)      |
|                    |                           | 131 999(existing) |

### RENTING-YOUR RIGHTS AND RESPONSIBILITIES

As a part of your Tenancy Agreement we must provide you with a booklet from Consumer Affairs Victoria. It will assist you during your tenancy as it contains some very useful information. We strongly recommend you read the booklet carefully and refer to it when necessary during your tenancy.

### DOCUMENTS

The Tenancy Agreement, Condition Report and Bond Lodgment are legal documents and it is suggested you retain them in a safe place during your tenancy. You may need to produce them at some time in the future to establish any claim you might have.

## **IMPORTANT – KEYS ISSUED EARLY**

It is important to note we are unable to issue keys early, or grant access to the property any earlier than the allocated tenancy start date.

## **RENTAL PAYMENTS**

Most of our offices accept rental payments via BPAY. A BPAY card will be provided at the start of your tenancy and rent is to be paid monthly by the due date. If you are experiencing any difficulties with paying your rent contact us to advise of the problem immediately.

If rent is in arrears, a friendly SMS/email will be received after three days followed by SMS/email if rent is not received after five days. Subsequently your property manager will call you after ten days indicating that failure to pay in the next four days will lead to a notice to vacate on the fifteenth day.

We recommend tenants set up these payments in advance to ensure rent is received by the due date.

## **CONDITION REPORT**

You will be given condition report with supporting photos.

Kindly check this condition report thoroughly and make any amendments. Be as detailed as you wish. All signatories to the lease should sign and date where indicated.

The signed report should be returned to this office within three business days. If it is not returned you may experience problems at the end of your tenancy with refund of your bond.

Please Note

1. The condition report is very important as it establishes the condition of the premises at the commencement of your tenancy. It is NOT a request for any maintenance work to be carried out. It is used as a comparison at the end of your tenancy and protects your bond.
2. Should you wish to request maintenance at any time, please make a report to your property manager in writing or via our online maintenance request form at [greghocking.com.au](http://greghocking.com.au).

## **INSURANCE**

All tenants are responsible for arranging their own contents insurance. Your personal possessions and belongings are not covered under landlords insurance or building insurance.

## **REPAIRS AND MAINTENANCE**

We have a team of experts and professional tradespeople to carry out all repairs and maintenance to the properties we manage.

As soon as you become aware of any maintenance problem/s, please contact your property manager via email. It is a provision of the Residential Tenancy Act 1997 that you advise of any problem/s that occur during your tenancy. If you do not, you could be held liable for any additional costs the owner may incur.

Note: The owner may choose not to approve the repairs so do not assume that the request is automatically approved. Repairs or service calls brought about by neglect or damage by the tenant will be charged directly to the tenant.

## URGENT REPAIRS

If urgent repairs occur on the weekend or after hours and your property manager is not available you may refer to the list of approved tradespeople. Please contact your property manager for their list of preferred trades.

PLEASE USE THESE NUMBERS IN EXTREME EMERGENCIES ONLY and ONLY if the repair fits into the list of urgent repairs set out in the Residential Tenancies Act 1997:

“Urgent repair” means any work necessary to repair or remedy -

- a burst water service
- a burst or broken lavatory system
- a serious roof leak
- a gas leak
- a dangerous electrical fault
- a failure or breakdown of any essential service or appliance provided for hot water, water, cooking, heating or laundering by a landlord in a rented premises.
- a failure or breakdown of gas, electricity or water supply to rented premises
- an appliance, fitting or fixture provided by a landlord that uses or supplies water and that is malfunctioning in a way that results or will result in a substantial amount of water being wasted
- any fault or damage that makes rented premises unsafe or insecure
- a serious fault in a lift or staircase
- any damage of prescribed class

In the event of extreme damage caused to your property by a major storm event you should refer your emergency to the SES (State Emergency Service) by calling 132 500.

For new apartments please contact the building manager first. Our trades cannot assist you with items under warranty.

## TELEPHONE

Please advise your property manager of the telephone number at the property when you connect. Also, if you change employment during your tenancy, remember to advise us of your new business number and email address.

## KEYS

Your tenancy does not terminate until ALL the keys to your property are returned to our office as per the original agreement. You are responsible for the rent until all the keys are returned.

If you change the locks at any time a spare key must be given to our office immediately. See copy of lease.

If you lock yourself out after hours, you will be responsible to pay for a locksmith to gain entry.

## ROUTINE INSPECTIONS & PHOTOS

We will conduct a routine inspection at the property after the first 3 months and then approximately every 6 months thereafter. The main purpose is to provide a report to the owner that you are maintaining the property, and also to check for any repairs and make any recommendations to the owner. Please see a detailed list of what we look out for below.

Photos – also note that the inspection will also involve taking photos of any repairs required, and a photo of the grounds front and back.

Routine Inspection Guide- What we look out for at inspections

- Walls are clean from marks
- Carpets are clean and stain free
- Kitchen area clean and oven/stove top is free of burnt on food and carbon staining
- Bathroom, shower, toilet, laundry and tiling is clean
- All areas and rooms are fully accessible (not locked)

## Outside the Property

- Gardens tidy and presentable/weeds removed
- All areas such as garages, store rooms etc are accessible

## AIR CONDITIONERS

Please regularly clean any filters and intake vents to ensure there is not build up of dirt and dust, and that the unit is able to draw in air effectively, not hindering performance, or in the worst case scenario, causing the unit to breakdown resulting in costly repairs and/or replacement. Please also note that if an air conditioner breaks down due to filters and vents not being kept clean, costs to rectify the damage or even replace the unit might be charged to tenants.

## SMOKE ALARMS

Should you believe for any reason the smoke alarm(s) installed are not working or the batteries are not functioning, please let us know immediately. Protect yourself by being vigilant and report to us any issues, to ensure your safety in the case of fire.

## NOISE/DISRUPTION

It is important to note that the utmost care must be taken to ensure that you do not infringe on disrupting your neighbours with noise. Loud music, parties or otherwise can disrupt a neighbour's right to quiet enjoyment of their residence. In the case of units and apartments, particular care must be taken with respect to noise due to the close proximity to other properties, usually located on the other side of the wall.

## MAIL

If mail arrives for the Landlord, please forward it to our office as soon as possible, this may be water or Council Rates and if not paid by the due date the water may be unnecessarily disconnected.

If mail arrives for the previous tenant please return to sender.

## CHANGE OF TENANCY

The owner has approved the tenancy in your name/s. Should a new tenant wish to occupy the property, the owner must also approve their application and a transfer of the Bond lodged with the RTBA must be completed.

Any change in occupant could affect the bond refund process when you vacate. As your property manager no longer controls this process, it is imperative that the procedures as set out in the Residential Tenancies Act 1997 are strictly adhered to. You must contact your property manager to have the new tenant approved and a Bond Transfer form completed with the new and old tenant details and signatories.

A fee will be charged for the transfer of tenancy and it is the tenants responsibility to reimburse the landlord for this cost. If the agreement is in multiple names and one party does not have the funds to meet their commitment, some or all the other parties are responsible to meet that commitment.

## ENDING THE TENANCY

The Residential Tenancies Act, 1997 is explicit in regards to ending a tenancy. It can only occur when one of the parties to the Tenancy Agreement gives notice to the other party.

If you wish to vacate the property at the end of your Agreement, you must give twenty-eight (28) days notice in writing prior to the expiration date of your tenancy agreement.

If you wish to vacate during the fixed term Agreement, you will be breaking the contract you have entered into and you are responsible for reimbursing the landlord for any loss of rent until the property is again tenanted, plus the landlord's normal

re-letting costs such as:

- advertising and marketing expenses
- pro-rata portion of the letting fee
- a tenancy reference check through the national tenancy database

### **BOND REFUND**

At the end of your tenancy you will be required to hand in all keys to the property so that your property manager can conduct a final inspection of the premises. To enable a speedy bond refund we ask that you leave the premises in a neat, clean and tidy condition and have the carpets professionally cleaned. The condition will be compared against the original condition report when your tenancy commenced, allowing for fair wear and tear. You will be required to complete a "Bond Claim" form that will be forwarded to the Residential Tenancies Bond Authority. All tenants who signed the Bond Lodgment form at the commencement to the tenancy must sign this form before any refund can be returned. If there is any dispute relating to rent and/or repairs/compensation, an application will be made to the tribunal for a hearing to settle the matter.

### **COMMUNICATION**

Most of the problems experienced by tenants, landlords and property managers can be overcome by prompt and honest communication. It is the tenant's responsibility to keep the property clean and to meet their financial obligations. It is the landlord's responsibility to see that the property is maintained and to ensure the tenant has peaceful enjoyment and it is the property manager's duty to oversee the process. This can only be done with effective communication from all parties. Your property manager is here to assist you during your tenancy. Please direct any problems you may have to your property manager.

Thank you for taking the time to read this information. If you have any queries, do not hesitate to contact us.

### **APARTMENTS, FLATS & UNITS**

When you are moving into an apartment please ensure:

- Your move is booked in with the owners corporation/ building manager
- You have secured a booking for the goods lift (failure to book your move could result in possible penalties from the owners corporation)
- You have met with the building manager for an induction prior to using the building facilities (if required)
- All utility connections have been booked and are in place ready for the date of your move.

All tenants must abide by the rules set out by their owners corporation. Every block has its own set of rules. If you have not received a copy of the building rules and regulations please contact your property manager or building manager directly. If your owners corporation does not have its own set of rules, the model rules outlined in the Owners Corporations Regulations 2007 - Schedule 2 (below) applies.

### **OWNERS CORPORATIONS REGULATIONS 2007 - SCHEDULE 2**

#### **MODEL RULES FOR AN OWNERS CORPORATION**

##### **1. Health, safety and security**

###### **1.1 Health, safety and security of lot owners, occupiers of lots and others**

A lot owner or occupier must not use the lot, or permit it to be used, so as to cause a hazard to the health, safety and security of an owner, occupier, or user of another lot.

###### **1.2 Storage of flammable liquids and other dangerous substances and materials**

1. Except with the approval in writing of the owners corporation, an owner or occupier of a lot must not use or store on the lot or on the common property any flammable chemical, liquid or gas or other flammable material.
2. This rule does not apply to—
  - a) chemicals, liquids, gases or other material used or intended to be used for domestic purposes; or
  - b) any chemical, liquid, gas or other material in a fuel tank of a motor vehicle or internal combustion engine.

### 1.3 Waste disposal

An owner or occupier must ensure that the disposal of garbage or waste does not adversely affect the health, hygiene or comfort of the occupiers or users of other lots.

## 2. Management and administration

### 2.1 Metering of services and apportionment of costs of services

1. The owners corporation must not seek payment or reimbursement for a cost or charge from a lot owner or occupier that is more than the amount that the supplier would have charged the lot owner or occupier for the same goods or services.
2. If a supplier has issued an account to the owners corporation, the owners corporation cannot recover from the lot owner or occupier an amount which includes any amount that is able to be claimed as a concession or rebate by or on behalf of the lot owner or occupier from the relevant supplier.
3. Subrule (2) does not apply if the concession or rebate—
  - a) must be claimed by the lot owner or occupier and the owners corporation has given the lot owner or occupier an opportunity to claim it and the lot owner or occupier has not done so by the payment date set by the relevant supplier; or
  - b) is paid directly to the lot owner or occupier as a refund.

## 3. Use of common property

### 3.1 Use of common property

1. An owner or occupier of a lot must not obstruct the lawful use and enjoyment of the common property by any other person entitled to use the common property.
2. An owner or occupier of a lot must not, without the written approval of the owners corporation, use for his or her own purposes as a garden any portion of the common property.
3. An approval under subrule (2) may state a period for which the approval is granted.
4. If the owners corporation has resolved that an animal is a danger or is causing a nuisance to the common property, it must give reasonable notice of this resolution to the owner or occupier who is keeping the animal.
5. An owner or occupier of a lot who is keeping an animal that is the subject of a notice under subrule (4) must remove that animal.
6. Subrules (4) and (5) do not apply to an animal that assists a person with an impairment or disability.

### 3.2 Vehicles and parking on common property

An owner or occupier of a lot must not, unless in the case of an emergency, park or leave a motor vehicle or other vehicle or permit a motor vehicle or other vehicle—

- a) to be parked or left in parking spaces situated on common property and allocated for other lots; or
- b) on the common property so as to obstruct a driveway, pathway, entrance or exit to a lot; or
- c) in any place other than a parking area situated on common property specified for that purpose by the owners corporation.

### 3.3 Damage to common property

1. An owner or occupier of a lot must not damage or alter the common property without the written approval of the owners corporation.
2. An owner or occupier of a lot must not damage or alter a structure that forms part of the common property without the written approval of the owners corporation.
3. An approval under subrule (1) or (2) may state a period for which the approval is granted, and may specify the works and conditions to which the approval is subject.
4. An owner or person authorised by an owner may install a locking or safety device to protect the lot against intruders, or a screen or barrier to prevent entry of animals or insects, if the device, screen or barrier is soundly built and is consistent with the colour, style and materials of the building.
5. The owner or person referred to in subrule (4) must keep any device, screen or barrier installed in good order and repair.

## 4. Lots

### 4.1 Change of use of lots

An owner or occupier of a lot must give written notification to the owners corporation if the owner or occupier changes the existing use of the lot in a way that will affect the insurance premiums for the owners corporation.

#### Example

If the change of use results in a hazardous activity being carried out on the lot, or results in the lot being used for commercial or industrial purposes rather than residential purposes.

## 5. Behaviour of persons

## 5.1 Behaviour of owners, occupiers and invitees on common property

An owner or occupier of a lot must take all reasonable steps to ensure that guests of the owner or occupier do not behave in a manner likely to unreasonably interfere with the peaceful enjoyment of any other person entitled to use the common property.

## 5.2 Noise and other nuisance control

1. An owner or occupier of a lot, or a guest of an owner or occupier, must not unreasonably create any noise likely to interfere with the peaceful enjoyment of any other person entitled to use the common property.
2. Subrule (1) does not apply to the making of a noise if the owners corporation has given written permission for the noise to be made.

## 6. Dispute resolution

1. The grievance procedure set out in this rule applies to disputes involving a lot owner, manager, or an occupier or the owners corporation.
2. The party making the complaint must prepare a written statement in the approved form.
3. If there is a grievance committee of the owners corporation, it must be notified of the dispute by the complainant.
4. If there is no grievance committee, the owners corporation must be notified of any dispute by the complainant, regardless of whether the owners corporation is an immediate party to the dispute.
5. The parties to the dispute must meet and discuss the matter in dispute, along with either the grievance committee or the owners corporation, within 14 working days after the dispute comes to the attention of all the parties.
6. A party to the dispute may appoint a person to act or appear on his or her behalf at the meeting.
7. If the dispute is not resolved, the grievance committee or owners corporation must notify each party of his or her right to take further action under Part 10 of the Owners Corporations Act 2006.
8. This process is separate from and does not limit any further action under Part 10 of the Owners Corporations Act 2006.