

Welcome to your new home!

Congratulations on your successful application to rent your new home. We provide the following information to assist you throughout your tenancy.

Signing Tenancy Documents

We have implemented an online and legally recognised electronic platform (DocuSign) that will allow you to sign and return documents seamlessly over the internet. Please review and sign your Tenancy documents by following the onscreen directions. Part of the signing process is adopting an electronic signature. A guide to signing is available on the email that you have been sent.

A helpful tip for multiple tenants is that once the first tenant signs, an email will automatically be sent for the second person to click on and sign and so on. Once all signatures are completed a copy of the fully signed documents will automatically be emailed to the Property Manager and each tenant.

Payment of Holding Deposit, Bond & Rent

Internet transfer – to set this up you will need our bank account details and a reference code for you to enter on all online rental payments so that we can identify your payments and allocate them to the correct property. You will need to set this up as a regular recurring payment. Bank details are below.

- **Bank:** *National Australia Bank*
- **A/C:** *Dickens Real Estate Rent Trust*
- **BSB:** *083-945*
- **A/C No:** *705 735 568*
- **REF:** *Please use SURNAME & RENTAL PROPERTY REFERENCE*

(Reference - Unit &/or street number and first three letters of Street name – Eg 1/123 IRE)

Rent is payable in advance on or before the due date. If you are experiencing difficulties in meeting your commitments, please advise your Property Manager.

Please remember your landlords also have financial commitments and they rely on rent being paid on time.

Once your bond has been received, the Rent Trust Bond Authority will be notified and they will send you an email asking that you confirm that the details on the Bond Lodgement Form are correct and will then issue you and us with an RTBA receipt.

If you have to apply to the Department of Human Services – Housing for a bond, this must be approved prior to your commencement date otherwise the property offer will be withdrawn.

'Renting a home: a guide for tenants'

This booklet has been published by Consumer Affairs Victoria to provide tenants with information regarding your legal rights and responsibilities. It is a good point of reference to answer commonly asked questions, so we encourage you to read it. A link to a copy of the booklet is provided with your initial tenancy documents however if you would prefer a printed version we hold copies at the office. We will refer to it as the 'CAV booklet' in paragraphs below.

Contacting our office

Office hours: Monday to Friday 9.00am – 5pm
Saturday 9.00am – 12pm
Sunday Closed

Often the most efficient method of contacting our property management department is via email at - brightrental@dickens.com.au

If you do not have access to email, you may contact us on (03) 5755 1307 for after hours emergency calls please ring the office number and a mobile number for you to call will be advised.

Making appointments

If you wish to discuss any aspect of your tenancy face-to-face with a member of our property management team, we strongly recommend that you make an appointment. Due to the large number of rental properties under our management, our property managers are often out of the office attending appointments. They can be difficult to catch if you do not have an appointment.

Contact details

Please provide our office with all of your contact details including telephone numbers and your email address and remember to advise us of any changes. This information is vital to ensure that there are no delays in contacting you if an urgent issue arises such as organising repairs and maintenance.

Condition Report

This report is as important as the Tenancy Agreement you signed. It contains evidence of the condition of the property at the commencement of your tenancy and will be used as a point of comparison at the end of your tenancy. **The Condition Report forms the basis on which your bond is refunded.**

Your Condition Report is enclosed with your welcome pack. Please check it, amend as necessary and all tenants to are to sign the last page. You have three (3) working days after the commencement of your tenancy to complete and return it to this office. If you fail to return a signed copy of this report, you could forfeit your right to object if there is a disagreement at the end of your tenancy.

Repairs/Maintenance

Under the terms of your lease agreement any damage, malfunction or item requiring repair should be reported immediately to our office.

It is a legal requirement that all maintenance issues are reported in writing.

You can do this by emailing us at brightrental@dickens.com.au .

Please provide details such as; the property address, a detailed description of the problem and any relevant information such as make/model of the appliance, along with contact telephone numbers for you. Photos can also be a great help.

Let us know if you wish to be present when a tradesperson attends the property, otherwise a key will be provided to the tradesperson.

If necessary, an inspection will be carried out promptly and the matter reported to the landlord for their consideration. Quotes may be obtained from tradespeople prior to the repair works being performed.

If it is an **urgent repair** and we are unable to contact the owner then we have the authority to have that repair carried out immediately in most cases.

Our company will always act on a request for maintenance as soon as possible. However with a minor repair or damage, it may take time to contact the landlord and obtain authorisation to carry out the repairs. Sometimes this may result in a delay.

Under section 68 of the *Residential Tenancies Act 1997*, a landlord has a duty to maintain the premises 'in good repair'. Not all defects (such as hairline cracks in the wall) will be required to be repaired by the landlord, despite a request being made by the tenant. The tenant may make an application to the Residential Tenancies Tribunal if there is a dispute in relation to a maintenance request. Refer to the CAV booklet for more information.

If a repair request is reported to our office which is found to be caused by the tenant (eg power failure due to a tenant's faulty appliance, a foreign object blocking toilets or garbage disposal units), **the tenant will be liable to pay the tradesperson's account within 14 days of request.**

Difference between urgent and non-urgent repairs

The *Residential Tenancies Act 1997* distinguishes between urgent and non-urgent repairs. If a tenant or resident requests urgent repairs, the landlord or owner must respond immediately. View the full list of Urgent repairs in rental properties below.

All repairs are the landlord or owner's responsibility, but if the tenant or resident caused the damage, the landlord or owner can ask them to arrange or pay for repairs.

Set procedures must be followed when dealing with urgent or non-urgent repairs. Tenants and residents must continue paying rent even when they are waiting for repairs to be done.

Landlords and owners also have a responsibility to respond to all repair requests promptly as it is the landlord's duty to ensure the property is maintained in good repair. It is important for the landlord/owner and tenant to communicate all information about repairs in writing, and to keep copies for future reference.

Urgent repairs in rental properties

If a tenant or resident requests urgent repairs, the landlord or owner must respond immediately.

Urgent repairs are:

- ✓ burst water service
- ✓ blocked or broken toilet system
- ✓ serious roof leak
- ✓ gas leak
- ✓ dangerous electrical fault
- ✓ flooding or serious flood damage
- ✓ serious storm or fire damage
- ✓ failure or breakdown of any essential service or appliance provided by a landlord or agent for hot water, water, cooking, heating, or laundering
- ✓ failure or breakdown of the gas, electricity or water supply
- ✓ any fault or damage in the premises that makes the premises unsafe or insecure
- ✓ an appliance, fitting or fixture that is not working properly and causes a substantial amount of water to be wasted
- ✓ a serious fault in a lift or staircase.

Routine inspections

An agent is permitted to conduct two routine inspections of the property per year under the *Residential Tenancies Act 1997*. We will send you an email and SMS prior to the inspection notifying you of the date of the inspection. You can elect whether or not to be present at the inspection. If you are not present, we will use our set of keys to access the property to complete the inspection. The landlord may elect to be present at the inspection. To assist us in reporting to the landlord, internal and external photographs of the property may be taken.

Occupancy

Only parties listed on the Tenancy Agreement or have been approved by our office are authorised to reside at the property permanently. If a new tenant wishes to move in or replace an existing tenant our office must be informed immediately and there will be a \$66 (including GST) administration fee. The landlord must approve any tenancy changes and required documentation must be completed as requested.

Any change in occupancy could affect the bond refund process when you vacate if the proper procedure has not been followed.

If the Agreement is in joint or multiple names, all parties to it are individually and jointly responsible. In other words, if the Agreement is in multiple names and one party does not have enough money to pay their share of the rent, some or all of the other parties are responsible to meet that commitment.

Insurance

Your contents will not be covered by the owners insurance which only covers the building, fixtures and fittings.

With the ever-increasing incidence of burglary and theft, we strongly recommend you take out contents insurance to cover the replacement cost of your own contents.

Keys

It is your responsibility to return all keys to the property to our office at the end of your tenancy.

If you change any locks during your tenancy, it is a provision of the *Residential Tenancies Act 1997* that you supply our office with a key.

In the event you need your premises to be unlocked outside normal office hours, you will be required to call a locksmith at your own expense. We are not permitted to attend after hours lockouts.

Services

We can assist with the connection of all utility services to the property including electricity, gas, telephone, water, internet and pay TV in your name. Should you require this service, please ask for further details.

Pets

In accordance with your Tenancy Agreement, pets are not allowed unless you have the consent of the landlord.

If you are considering getting a pet after entering a lease agreement, please put your request in writing so we can obtain the approval of the landlord.

Smoke Alarms

It is a condition of your Residential Tenancy Agreement that you, the tenant, must conduct regular checks to ensure that each smoke alarm in the property is in proper working order. It is your responsibility to provide replacement batteries for each smoke alarm at least once a year. Tips to ensure that your smoke alarm is working as required:

- ✓ Change the battery at least once a year and replace existing battery with a new, good quality long-life battery. A good time to do this is at the end of daylight savings so that you go into winter with a working smoke alarm.
- ✓ A short beep every 60 seconds indicates that your battery is low and should be replaced immediately.
- ✓ Smoke alarms should be tested monthly by pressing the test button with a long handle (such as a broom)
- ✓ Smoke alarms should be vacuumed regularly – at a minimum once a year – to clean the vents
- ✓ Mains powered smoke alarms also have back-up batteries – check with the manufacturer whether these have to be replaced regularly, or whether they have re-chargeable batteries. If in doubt, ask us.
- ✓ Contact us as soon as possible if the smoke alarm is not working properly.
- ✓ Smoke alarms have a life-span of 10 years. Most smoke alarms have an expiry date stamped on the bottom. If you notice that the alarm is more than 10 years old, contact us immediately so that we can organise a replacement alarm to be installed.

Picture/Photo Hanging

We appreciate people wishing to make their new residence feel like home and wanting to hang photographs and paintings however the landlord must give permission. Please contact us prior to hammering or sticking any hooks on to walls.

Garden maintenance

Under the terms of your lease agreement, the gardens at the front and rear of the property are to be maintained and kept in the same condition as they were at the start of your tenancy. Regular maintenance and watering of the gardens is expected (in compliance with current water restrictions).

As part of the Entry Condition Report we take photos of the garden/yard at the commencement of the tenancy which are then used as a point of comparison at the end of the tenancy. If the gardens are not maintained to their original condition, a claim could be made against the bond by the landlord.

Car Parking

Cars are only to be parked in the designated areas and not on the front nature strip or lawn areas.

Waste Management

All rubbish must be placed in the bins provided to the property. The bin/s must be placed on the kerb for collection on the allocated day. Contact the local Council to confirm the collection day or check on the website. <http://www.alpineshire.vic.gov.au/page/HomePage.aspx>

Termites

Termites in properties can cause major damage. To assist with termite management please follow these guidelines:

- ✓ Report any unusual mud build-ups or mud tracts around the house.
- ✓ As weep holes in the external brick holes are a favourite entry point for termites, it is important that these external weep holes are kept visible. Do not allow garden beds, soil or mulch in gardens to rise above this level.
- ✓ Items should not be stored against the external walls of the dwelling, especially timber products.
- ✓ Ensure that plumbing leaks are reported promptly.

If you notice termite mud mounds or other unusual activity, it is extremely important that you do not disturb or interfere with them. Please report immediately to our office.

Documents

The Tenancy Agreement and Condition Report 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.

Tenant's rights if the rental property is listed for sale by the landlord

Under section 86 of the *Residential Tenancies Act 1997* (Vic) ('the RTA'), a landlord (or their agent) is permitted to enter a rental property for the purpose of showing through potential buyers if the property is for sale. This is provided the following conditions are met:

- ✓ The landlord or agent must provide the tenant with at least 24 hours written notice of the inspection time. This notice cannot be given more than 7 days in advance (s. 85 RTA).

- ✓ The notice must be hand-delivered between 8.00am-6.00pm at least 24 hours prior to the inspection, or sent by post. If it is sent by post, the landlord/agent must allow extra time for postal delivery (s. 88 RTA).
- ✓ The inspection may occur between 8.00am and 6.00pm on any day (excluding public holidays), or at other time by agreement with the tenant (s. 85 RTA).

The tenant has a duty to permit entry to the rental property if the landlord/agent complies with the above conditions (s. 89 RTA). However, quite often the relationship between the tenant and the real estate agent is such that both parties are happy with a phone call, SMS, or other agreed communication for prospective inspections.

The tenant does not have to be present for the inspection.

The landlord or their agent is permitted to take photos of the property for advertising purposes, provided that nothing in the photos identifies the tenant.

There is no restriction to how many times the landlord/agent can enter the property provided that the required notice is given on each occasion.

The tenant is required to keep the rental property 'reasonably clean' under s. 63 RTA. The landlord/agent cannot require you to present the property to the same standard that they may present the property for sale.

Ending the tenancy

The *Residential Tenancies Act 1997* is explicit about how a tenancy ends. It can only occur when one of the parties to the Tenancy Agreement gives notice to the other party.

If you want to vacate the property at the end of the Agreement you must give written notice at least twenty-eight (28) days beforehand.

If you want to vacate during the term of the Agreement you will be breaking the contract you have entered into. As a result you will be responsible for reimbursing the landlord for any loss suffered including rent loss until a new tenant moves into the property plus the landlord's normal costs in re-letting. These are usually calculated on a pro-rata basis (i.e. time left on lease).

Handing in the keys when vacating

The handing in of keys signifies the legal termination of your tenancy. Please remember you are liable for additional rent in accordance with the *Residential Tenancies Act* if:

1. you do not return the keys on the day of vacation;
2. you inadvertently keep the keys;
3. you lock the keys inside the vacated premises;

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 major responsibility to keep the property clean and to meet their financial obligations;
- ✓ It is the landlord's major responsibility to see the property is maintained and 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.

Privacy statement

Our office is required collect personal information from the tenant to manage the tenancy. The information collected may be disclosed to the landlord, tradespeople, government departments or bodies, tenant database registers, owners corporate, strata managements, referees (real estate or landlord), Tribunals, Courts, insurance companies or any other related third parties necessary to manage the property or as required by law. If the tenant wishes to access or correct incomplete or out of date information, please contact our offices.

Electoral Office change of address

Don't forget to update your contact details with the Australian Electoral Commission after moving into your new home.

You can do this online at <http://www.aec.gov.au/enrol/change-address.htm>

Troubleshooting – if these tips don't resolve issues please call us!

I have no hot water...

There are two main things to check here. When you turn the hot tap on, is there *only cold water*, or is there *no water at all*? We will address these separately.

No Water At All

Is your water turned on at the mains? If you are not getting any water out of your cold tap either, this is often the problem. Either there is an outage in your area or street (ring your local council and they will be able to advise you), or your mains are turned off just at your house. If it is just your house, find your water meter (usually in your front yard, either under a tyre or under a green lid) and turn your water back on.

Only Cold Water

This is an issue with the hot water system. Firstly, check the fuse box to ensure power to the tank is on. If it is not on, switch it on and then wait a few hours for the water to heat up. If your hot water system is gas, please firstly check that you have gas in the bottles (you can check the levels in your bottles by pouring boiling water down the side of the bottle. Condensation will form to the level of gas in the bottle.) If power is on/you have gas, next check the hot water system is full: locate your hot water tank, find the 'top up valve' & the 'overflow pipe' (if your tank is inside, make sure you have something to catch the overflow water). Lift the valve - if it takes more than 2-5 seconds for water to flow from the overflow (WARNING: this will be HOT water) then chances are the water in your tank was low and this action will have topped it up with cold water. Wait a few hours, depending on the size of your tank, for the water to heat. If you now have hot water - great! If not (or if water flowed from the overflow straight away) then the problem is likely an electrical problem and will require an electrician to attend.

Water is draining slowly from kitchen/shower/basin etc.

This is usually caused by blockages - commonly food or hair build up. Firstly, purchase a product called Draino (or similar - available from supermarkets for around \$5) and follow

instructions for use. This should clear up any minor blockages. It may need to be used weekly or monthly to keep drains flowing freely.

My power points aren't working, but I still have lights

Chances are you have just used a faulty appliance & it has tripped your safety switch. Unplug the last appliance used (commonly a hair dryer, kettle, toaster or charger) and turn the power point off. Head to your meter box & check your switches - one or all of them will point to Off. Turn back on. If you re-plug the appliance & it happens again, your appliance is faulty & either needs repair or replacement. If one appliance being un-plugged did not fix it, unplug ALL appliances in the house (including fridge, dishwasher, alarm clock - *everything*.)

Go back to the meter box, hit the test button (there will only be one or two) which will turn all of your fuses off. Then turn them back on one by one. Go back into the house - plug in appliances one by one. it is best to start with a noise making appliance, like the TV, so if/when you get to the faulty appliance, it is easy to tell if something happens.