

Raine&Horne®



Your Introduction &
Guide to Renting with
Raine & Horne
Mt Barker | Oakbank

Tenancy Induction Handbook

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Welcome to Renting with Raine & Horne Mt Barker | Oakbank

Congratulations on your tenancy approval. You have been approved because we are confident that, like all our tenants, we believe you will be able to pay the rent on time, keep the inside clean, and maintain the property, lawns and gardens.

We have created this guide to assist you with being prepared for your tenancy induction, and also to assist you with having the right expectations during your tenancy with us.

We believe that a smooth relationship can only occur when we all have the right expectations and work diligently to ensure we fulfill our tenancy obligations.

Should you experience any problems during your tenancy please do not hesitate to contact us.

Our hours of business are:

Monday – Friday 9:00am – 5:00pm - Phone 8391 3688

Please contact us through: info@omb.rh.com.au

Paying Rent to Raine & Horne

Direct Transfer is the most efficient method to set up for your regular rental payment from your nominated bank account directly to the Raine & Horne Mt Barker / Oakbank Property Management Rental Account.

How to pay your rent using Direct Transfer

Simply either contact your participating financial institutions to complete the necessary forms or complete the setup online through your own online banking access.

You will require the following numbers when making your payment via Direct Transfer:

Account Name:

BSB: 085- 745

Account Number: 841 053 465

Bank: NAB

Customer Number: *When transferring funds please ensure you **use your CUSTOMER NUMBER ONLY** in the reference field, this number will be provided to you separately.*

If you have any questions regarding setting up your direct transfer, please call the office on 8391 3688



Tenancy Induction

During the Tenancy Induction we will go through the following with you

- a. **Tenancy Agreement** - the specific details of your tenancy with us.
- b. **Payment of Rent** - how we would like you to pay your rent.
- c. **Zero Tolerance Late Rent Policy** - we will explain our zero tolerance policy to late rent payments.
- d. **Bond Lodgement** - sign the lodgement form that will accompany the lodgement of your bond with the Consumer and Business Services (CBS).
- e. **Property Condition Report** - we will explain what you need to do with your property condition report.
- f. **Repairs and Emergency Repairs** - our procedure.
- g. **Compulsory Legislation Information Booklet** will be issued to you.
- h. **Any other important matters**
- i. **Monies received** - at this appointment we will issue you with a receipt for your payment of any rent/ bond, unless already received beforehand.

After all of this is completed, you will be given access to the property by providing you with the property keys.

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. An example of this is where access to the property is required to move boxes into a garage or bedroom to get the moving process started earlier, or a removal truck company requires access a couple days earlier. Under all circumstances we cannot issue any keys earlier than the start date of the tenancy, for legal and security reasons.





Moving Into Your Rental Property

Changing Address

You can talk to Australia Post about mail redirection, as it is hard to remember everyone who may send you mail over the year.

Have you changed your address with:

- Family & Friends
- Australia Post
- Australian Electoral Commission
- Centrelink
- School, TAFE, University Clubs
- Childcare
- Newspaper & magazine Subscriptions
- Mobile Phone & Internet Providers
- Doctor
- Dentist
- Veterinary Services
- Banks, Credit Unions
- Accountant
- Superannuation fund/s
- Insurance
- Licence and registration



Contact Details

Once your new contact details are available like a landline phone number and postal address, (if different from your residential rental property address) please email these details to us on info@omb.rh.com.au or phone our office on 08 8391 3688.

Keys

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. If you change the locks during tenancy, you are obligated to provide us with 2 new sets of keys for property access. No locks can be changed without owners approval.

Payment & Lodgement of Your Bond

Your bond will be lodged with our State Bond Authority and you can expect confirmation from them indicating your lodgement number.

Property Condition Report

Please ensure that you return your signed/amended copy of your property condition report to us within 14 days of the tenancy start date. 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.



Tenant Contents Insurance

Tenant Contents Insurance

It is crucial that you affect your own tenant contents insurance.

It is important to note that should your goods 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.

Example One: An electrical fault in the building starts a fire and the property is destroyed. Your possessions will not be covered by the owner's insurance.

Example Two: You are away on holidays and the power cuts out due to an electrical fault in the building. Your return home to find your fridge/freezer goods spoilt. The owner's insurance will not cover your fridge/freezer goods.

Example Three: A storm blows a tree onto the house and in the process, your belongings are damaged. The owners insurance will not cover your possessions.

In all cases above, quality tenant contents insurance should cover your goods for these given examples. Please check with your insurer however for the cover they can provide you.

You need to ensure that all your goods are adequately insured and the owner/agent will not be liable for damaged or destroyed tenant possessions.

Fire damage to your possessions is not covered by the owner's building or landlord insurance. You need to ensure you have adequate tenant contents insurance.





During Your Tenancy

General Repairs

We insist that all repairs are lodged in writing. You can lodge written repair requests through MRI Property Connect App (Property Tree).

Emergency Repairs

Emergency items are generally those that could cause injury to the tenant or damage to the property, and may include:

- **Water pipes** have broken or burst
- **Blocked or broken toilet** (if a second toilet is not available)
- Serious **roof leak** or **gas leak**
- Dangerous **electrical fault**, dangerous power point, loose live wire etc;
- **Flooding, rainwater inundation** inside the property, or **serious flood damage**
- **Serious storm, fire or impact damage** (i.e. impact by a motor vehicle)
- **Failure or breakdown** of the **gas, electricity** or **water supply** to the premises
- **Failure or breakdown** of an **essential service** or appliance on the premises for water or cooking
- **Hot water service failure** on a weekend, or long weekend (this would not be considered an afterhours emergency if this occurs on a week night)
- Fault or **damage** that makes premises **unsafe** or **unsafe**
- Fault likely to **injure** a person, cause damage or **extreme inconvenience**

After hours Emergency Repairs

Should an emergency repair be required after hours then you need to call us

Phone: 0488 860 388

IF YOU ENGAGE A TRADESPERSONS YOURSELF, IT WILL BE AT YOUR EXPENSE

It is always important to know if a repair is an emergency or a general repair. Getting this wrong may be costly to tenant if the repair is conducted after hours !



We will conduct a routine inspection within the first 6 weeks of you moving into the property, then approximately every 12-16 weeks. 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 all inspections will also involve the taking of photos. This is primarily of any repairs required, damage to the property, or to document the current condition of rooms, yards and gardens. These photos are for internal purposes only and to demonstrate to the property owner the current condition or to highlight any issues found and will not be used for public release.

Routine Inspection Guide - 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 is clean and oven/stove top is free of burnt on food and carbon staining
- Shower, Bathroom, Toilet, Laundry and all tiling is clean
- All rooms must be fully accessible (not locked)

Outside the Property

- The lawns are freshly cut/edged and maintained
- Gardens tidy and presentable/weeds removed
- Rubbish/lawn clippings removed
- No unregistered car bodies on the property
- Oil Stains removed to carports, garages and driveways
- All areas, including garages, store rooms etc must be 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

Rent Reviews Rent reviews occur at lease renewal time and are adjusted in accordance with market conditions. (Please also note that a rent review may occur at the end of the 12-month term of the lease, as long as this is indicated with a clause in the tenancy agreement terms and conditions).

Lease Renewals Provided that your rent has been paid on time, 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 an invitation of renewal. Once your invitation is received, it is important that you let us know whether you accept the renewal invitation or you wish to vacate. We need this advice in writing from you. (No less than 28 days before the end of your lease)

Notice to Remedy During a tenancy if you break any clause of the agreement a notice to remedy will be issued. Notice to remedy needs to be in writing and state the clause that has been broken. It must provide you with a 14 days to remedy the issue or 7 days notice to remedy rent arrears.

Please Note: should you choose to terminate under breach notice (Form 2) this does not release you from your obligations under the tenancies act.

If you breach the tenancy agreement on three occasions on any ground – on the third occasion the agent/landlord may apply to tribunal seeking vacant possession.



Routine Inspections and Photos



Rent Payments

Zero Tolerance Policy for Late Rent Payments

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.

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 Days Late - We will send you an SMS text
- 7 Days late - We will send you an SMS text
- 15 – 16 days late – Breach of Tenancy is issued
- EVICTION will follow if the problem is not 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 this 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.

Understanding “Rent In Advance”

As part of your lease you are required to pay your rent 2 weeks in advance. The 2 weeks deposit you pay at the start of your tenancy will pay for the first 2 weeks of your rent from when you take up occupancy at the property. On the 14th day you will be required to pay for the next 2 weeks rent and so on. Your 2 weeks rent pays for the forthcoming fortnight. NB The rent must be in our trust A/C on the due date.

Understanding “Water Usage”

The landlord must pay for sewerage charges. Information about who pays for water use and supply is included in the lease agreement.

The payment of water consumed by you does not however mean that you are not responsible for the watering of lawns and gardens. Your lease agreement states that “the tenant shall leave the premises in substantially the same condition as the premises were in at the commencement of the tenancy agreement, fair wear and tear expected.” If the gardens have been damaged by lack of water you will be held responsible at the end of your tenancy.

A modern, minimalist desk setup. On the left, a grey upholstered chair with wooden legs sits on a light wood floor. In front of the chair is a potted plant with large green leaves in a grey and white striped pot, resting on a stack of papers. To the right, a wooden desk holds a computer monitor with a white screen, a black desk lamp with a white shade, a stack of books, a dark mug, and a white mouse. The background wall is dark grey, featuring a framed map of the world on the left and a framed abstract black and white artwork on the right.

Taking Care - Inside the Property

Misplaced Keys?

If you have misplaced your keys during business hours you may come to our office to borrow our set. These keys must be returned by close of business on the same day.

If you have misplaced your keys after hours, you may call a Locksmith to assist you back into the property. This is at the tenant cost.

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.

Property Damage

If property damage has occurred you are obligated to let us know immediately, or on the next business day if occurring on a weekend or public holiday.

Noise/Disruption

It is important to note that the utmost care must be taken to ensure that you do not infringe or disrupt your neighbours with noise, loud music, parties or otherwise disrupt a neighbour's right to peace and the 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 of other properties, usually located on the other side of the wall. This also includes your obligation to ensure that your visitors are not disrupting neighbours when walking from your premises to their parked vehicles.

Air conditioners

Please, regularly clean any filters and intake vents to ensure there is no build up of dirt and dust and be aware that the unit must be able to draw in the air effectively, not hindering performance, or in the worse 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 the occupant.

Heaters

Please ensure any combustion heaters are kept clean of ash build up, and also ensure a protective mat is placed in front of the heater to protect against coals and ash falling out and singeing/damaging carpets or floors. For other heaters, please ensure that no combustible or flammable material is placed on or near heaters to avoid a fire risk.

Fireplaces

If the property you are renting has a fireplace, it cannot be used unless you have been given permission from us in writing. Sometimes these are ornamental, or the flue/chimney has been blocked up. Using them could cause a fire to occur.

Please ensure a spark catcher is used at all times in front of the fire to protect carpets and flooring from coal burns and ash damage.

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.

Aquariums

Like pot plants, aquarium stands can leave rust marks on 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.

Strict No Smoking Policy

All properties have a strict 'no smoking inside' policy. If tenants smoke inside the property they will be responsible for specialised cleaning and deodorising of the inside of the property to reduce and eliminate unpleasant smoke odours. This can easily run into the hundreds of dollars, and is charged to the tenant.

Tenant Painting

It is company policy that tenants do not paint any part of the property themselves. We have found in the past that some tenants have not painted the property to a professional standard, resulting in a professional painter being called in to rectify work. It is a policy that any painting can only be carried out by experienced, professional painters, with the owners approval.

Fixtures and Fittings

If you wish to install or remove any fixtures or fittings, you must obtain our approval beforehand in writing.

Important Condition - Intact Telephone Line

Please note it will be a condition of tenancy that if a phone landline is intact when you take occupancy, you will need to ensure that the line is fully intact when you vacate. If this service is not used or connected the phone company may after a short time come and remove the line from the property, resulting in high costs to have this restored by the next occupant.

Please know that the payment of these services is your responsibility, so ensure they are connected into your name before you move into the property.

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 your safety by being vigilant and report to us any issues, to ensure your safety in the case of a fire.

Picture Hooks

If you wish to install any new picture hooks, please let us know in writing what type of hooks you wish to use. Please assess the type of walls that are in the property, and the type of picture hooks that are suitable. We will let you know in writing before you are permitted to install appropriate picture hooks.

Washing Curtains

Most curtains and netting are machine washable but it is vitally important that this be established before any washing occurs. Drapes may only be suitable for dry cleaning, so please check all labels first. Sun damaged, brittle curtains or netting may disintegrate should they be machine washed, so it is best to check the strength of fabric by gently tugging on the material with your fingers. If the material easily pulls apart in your fingers, the material is unsuitable for washing.

House Cracking and Movement

Please let us know if you notice any cracks in the walls, ceilings and cornices. If the cracks were in place when you moved in, please let us know if you notice them worsening or growing larger. Please either report these in writing or point them out to us at the routine inspection.

Office Chairs

Please be aware the wheels on office chairs can cause damage to flooring such as floorboards, carpets and underlays. It is your responsibility to avoid damage where possible. Purchasing a hard-plastic office mat will avoid damage occurring and potentially save you a lot of money with this small investment!

Termites

Termites will quickly eat through a property and can cause extensive damage. Signs like wood becoming brittle (doorways, skirting boards, wood roof beams etc). Sounding hollow when tapped or knocked and/or with the presence of mud deposits are the tell-tale signs of termites, other than obvious signs of seeing termites themselves. Another warning sign inside can be blistering/lifting paint to inside walls, as they are known to eat away the paper backing to gyprock walls, allowing the plaster to crumble away allowing the termites to come to the wall surface, staying just under the paint lining.

Wood lying around outside and even wooden furniture outside can attract and encourage them. Dripping outdoor taps next to the house can also cause damp and favourable conditions for termites to be attracted.



These mud deposits indicate active termites



Termites are small and very destructive

If you see any signs of termites, or termite damage please bring this to our attention immediately



General Cleaning

It is expected that the property be kept clean, and this is also a tenancy agreement requirement.

Pay particular attention to:

- gfl Walls, switches, power points, skirtings, doors and doorways** - please keep these free from marks and dirty finger marks.
- hfl Cobwebs/dusting** please remove cobwebs to windows, walls and ceilings. Keep vents dusted. Light fittings and ceiling fans - keep them dusted regularly.
- i fl Curtains/blinds** keep these cleaned, dusted and also (if suitable) machine or dry clean curtains and netting on an annual basis.
- j fl Windows/sills/window tracks and flyscreens** - keep regularly cleaned and dusted. Please note most modern windows are easily removed from their tracks by lifting the sliding window up at the bottom, and pulling this out for easy cleaning (from inside the room).
- kfl Floors** please keep regularly swept and mopped. Floors in the kitchen and wet areas may need to be scrubbed to keep surfaces, tiles and grouting looking clean.
- l fl Ventilation** please ensure that all rooms are kept adequately ventilated to avoid problems associated with condensation, causing mould and possible health problems. Do not close rooms off.
- nfl Wet Areas, bathroom, toilet and laundry grouting/tiles** - please ensure all tiles are kept free from grime, soap scum and mould.
- nfl Bathroom to be well ventilated** - by opening the window and using exhaust fan to prevent mould.





In the Kitchen

Chopping Boards

Please ensure chopping boards are used on bench tops, so that bench tops are preserved from unnecessary cut marks and associated damage.

Bench-top Joins

Be on the lookout for joins in the bench-top that have gaps, and the surface laminate has started to bulge or lift at a join. Please let us know if this is starting to occur as this may indicate moisture has seeped into a join, and is swelling the chipboard wood underneath.

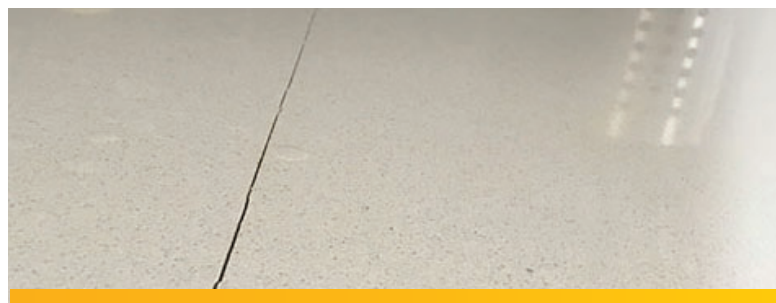
Grouting/Tiling/Taps

Be sure that if you notice grouting or silicone sealing coming off/loose around any tiles near or around the taps and/or taps dripping/leaking to let us know by repair request.

If moisture should get in between tiles, this can damage the wall behind, and even seep into chipboard that is usually present in bench tops causing swelling and irreversible damage to the wood.

Oven and Stove Tops

Please ensure that stove tops, grillers and ovens are kept free of burnt on food. Food, crumbs and spills when left long enough become burnt on, blackened and carbonised, making them very difficult to remove.



Unfortunately this separating join in the bench-top will greatly worsen over time due to swelling chipboard affected by moisture underneath!



Please take care when using scourers as these may scratch and damage enamel surfaces. When cleaning stoves/ovens use a spray-on oven cleaner. Be sure to read and follow the product instructions carefully, as even though these types of products are very effective, they tend to contain harmful caustic fumes and require rubber gloves to be worn at all times when using the product. Please also check that the product is suitable to the type of surface you are applying this to, as some surfaces like stainless steel may become permanently marred/stained using an oven cleaner.

Exhaust Fans/Vents and Range hoods

Please ensure any vents and range hood filters are kept clean. Ensure the exhaust fan cover is clean and kept free of grime build up. From time to time these should be taken down and removed to be soaked in hot soapy water, and then scrubbed clean. Please use extreme caution when removing these. If you believe this is unsafe (i.e. a high exhaust fan), then let us know so we can arrange to have these cleaned.

Cupboards/Drawers

Most cupboards and drawers are lined with white lining, which is great for easy cleaning. However substances spilled like sauces will in time prove difficult to remove and may leave permanent stains. Cupboard shelving, doors, doorframes and inside drawers/cutlery tidies should be cleaned at least on an annual basis. Also keep food in sealable containers to avoid insects and vermin gaining access to food and breeding and also creating a disease risk from germs, faeces and urine.

Dishwashers

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



In the Wet Areas- Bathroom, Toilet and Laundry

Shower Screens

If you notice cracking to glass in shower screens or shower doors please report this to us immediately. Wired shower screen glass can crack under thermal expansion (consistent hot and cold temperatures) where as toughened glass usually only cracks if impacted (hit by something). If the shower screen is cracked due to impact damage, this will in most cases need to be paid by the tenant.

Blocked sinks/drains

Should a sink or basin become blocked, first try a drain cleaning product that is recommended for septic tanks. Be sure to follow the product instructions carefully. If the sink or basin is still blocked after treatment, please let us know so we can arrange for a plumber to attend to the problem. Vinegar mixed with BiCarb soda is also worth a try.

Foreign objects down drains

Please take care not to allow children to place toys or other items down drains. If your property has a septic tank system, please do not flush any foreign objects down the toilet.

Septic tank systems rely on aerobic activity to function correctly.

If a plumber is employed by us to clear pipes, drains, basins or sinks and it is determined that the blockage was caused by something considered foreign, this expense will be on-billed to the tenant.

Loose tiles

Should you notice loose tiles to walls, the shower recess or to tiles over the laundry trough etc, please be sure to let us know.

Wall water damage

Should you notice water damage to a wall adjacent to a shower recess, bathroom basin etc please let us know immediately. This can be identified by bubbling or peeling paint, or even water or mould marks to the flooring/carpet. This usually identifies either loose tiles or a broken/leaking pipe in the wall, and will need attending to immediately to prevent further damage from recurring.

Taps leaking - Please report any taps leaking either from a tap head or tap handles. This includes washing machine taps. Sometimes washing machine taps will leak only when connected to automatic washing machine hoses as the tap water pressure exposes leakage in the taps.



Tell tale signs of a broken pipe/leaking water to a wall adjacent or inside/behind the wall

Toilets leaking - Water trickling or leaking into the bowl from the cistern usually indicates a worn cistern washer and needs to be fixed by a plumber. Water left to trickle into the bowl continuously may inflate your water bill and therefore needs to be reported to us when noticed. Also leaking may occur to the tap behind the toilet.

Hot water system leaks - should you notice the hot water service leaking from the valve or from the base of the unit please let us know. The leaking valve is usually fixable by a plumber, however water leaking from the base of a water storage unit usually indicates the unit has rusted through and may need replacement in the near future.



Wooden Floors

Care & Maintenance

Normal maintenance of a pre-finished floating floor or natural floorboards is fast and easy. Just follow these two steps.

Step 1

The best way to protect your wood floors is to vacuum regularly. The vacuum cleaner removes dust and abrasive substances from the surface. If you cannot vacuum, use a broom. Frequency: As often as necessary....

Step 2

Spray a small quantity of cleaner on your mop and swab a section of floor in the same direction as the floorboards. Continue until the entire floor is done. When the mop cover is dirty, reverse it or use the replacement cover. Wash mop covers as required.

Warning

Never use wax, household detergent, or oil-based soap on the floor. These products may discolour and damage the finish and leave a greasy film, making the floor slippery and difficult to maintain afterwards. The greasy film may also make it impossible to apply a restorer coat. Mixtures of water and vinegar are not recommended for cleaning prefinished flooring, since vinegar has an oxidizing effect on the finish.

Wood & Water

Wood fibers swell when they absorb water, which can damage floors and their finish. When water gets into your floor, it can alter floorboard dimensions, cause discolouration, and lead to mould buildup between boards. Floors in kitchens and entranceways are particularly subject to getting wet. Special care must be taken with wood floors in these locations.

Warning

Never use large amounts of liquid or water to clean wood floors, and never use a saturated mop.

Recommendations

Wipe up spilled water, liquids, or detergents before they are absorbed by the wood fibers.

Place floor mats at each doorway and in front of the sink, dishwasher, and work areas in the kitchen.

Place leakproof saucers under your plants to avoid accidental spills. Choose pots with a waterproof glaze rather than porous clay pots that may let water through.

Wood & Abrasives

Abrasives are bad news for your floors. Sand and small pebbles underfoot act like sandpaper on the finish. Even a tiny pebble can damage a finish or leave a mark.

Recommendations

Vacuum as often as necessary. Place mats inside and outside all exterior doors. Mats should trap abrasives while allowing the floor to breathe.

Wood & Humidity

Wood is a natural material that constantly reacts to variations in temperature and humidity. Ideally, the internal moisture level of wood should be between 6% and 9%. Wood swells when it absorbs excess humidity from the air, and contracts when humidity levels fall too low. Floorboards with higher than normal moisture levels may bulge slightly, whereas spaces will appear between the floorboards if moisture levels are too low. Generally, wood resumes its original dimensions when conditions return to normal.

Recommendations

Maintain relative humidity between 35% and 50% and a temperature of approximately 20° Celsius (68°F) in your home in order to preserve

the internal humidity of the wood and thus its dimensional stability. These conditions are ideal for humans as well. If necessary, use appropriate appliances like air exchangers, heating systems, humidifiers, dehumidifiers, etc. to control these environmental conditions.

Avoiding Dents & Marks

Wood floor types vary from makes and styles and often have different levels of compression resistance. However, if pressure exerted on a wood floor is greater than its compression resistance, marking will result. Pressure is determined by an object's weight and the surface in contact with the floor. The smaller the contact surface for an equivalent weight, the greater the pressure.

Warning

Avoid wearing high-heeled shoes on hardwood floors as they can mar the surface. Heel surfaces are so small that the pressure exerted can easily reach 3,500 pounds per square inch. Worn or broken heels can mar flooring even more. Avoid walking on flooring in footwear with cleats or metal-tipped soles.

Recommendations

Glue felt pads to the legs of furniture and chairs to avoid scratching flooring when objects are moved. Periodically examine the pads for wear and replace when needed.

Avoid rolling chairs with casters on the finished surface. Put them on rugs or Plexiglas chair mats.

Place floor protectors under narrow casters, or replace them with wide rubber or flexible polyurethane casters.

Regularly trim your pets' claws to prevent scratches and indentations.

Do not drag furniture or heavy objects across the finished surface. Lift any furniture to be moved or place it on a piece of plywood (to distribute the load) laid on a blanket in order to slide it along the floor.

Changes in Colour

We recommend that you protect wood surfaces from sunlight or any source of bright artificial light. Move rugs and furniture from time to time to ensure that the colour of the floor remains even as it gradually ages.

Troubleshooting Tips

Here are some simple tips for dealing with everyday problems.

Spilled liquid

Quickly wipe up spills with a dry cloth or paper towel, then spray the appropriate floor cleaner on a cloth to clean the surface.

Sticky or oily stain

Dampen a cloth with an appropriate floor cleaner then rub the soiled area. Rinse the cloth and wipe the surface thoroughly.

Rubber or heel marks

Rub with a cloth lightly dampened with an appropriate floor cleaner.

Stubborn stains

Ink, tar, wax crayon, etc. First, try cleaning the stain using a cloth and a wood floor cleaner. If this doesn't work, pour a small amount of paint thinner or lighter fluid on a dry cloth. Once you have removed the stain, wipe the surface using the wood floor cleaner to remove any residue.

Scatched wood or finish

Small scratches in the urethane finish can be repaired with a touch-up kit

Deep marks

Floorboards damaged by a blow from a heavy object can be replaced but can be a timely exercise. Please contact your property manager to discuss your best options.



Taking Care - Outside the Property



Seasonal Gardening

If you have chosen to rent a property with a garden, you are responsible for maintaining the garden and grounds. This includes watering, mowing, trimming, weeding, the removal of waste and the prevention of damage ie: NOT PARKING ON THE LAWN OR GARDENS

Excess garden waste is not to be used as mulch.

Spring – A good time for a clean up, in preparation for plant growth.
(reset sprinkler system if available)

Summer – Adjust period for watering lawns and garden beds. Tenants have a responsibility to keep the grass and plants healthy and trimmed

Autumn – Rake leaves, reset sprinkler system (if available) Removal of waste material

Winter – Maintain appropriate water to gardens and lawns (frost actually dries grass and plants out)
If any water restrictions are in place this is not an excuse for not watering the lawn and plants at the property. If you have rented a property with a garden, you will be responsible for the maintenance.

Water Restrictions

It is important for you to be aware of what water restrictions are in place for the region. For up to date water restriction information please log onto www.sawater.com.au or call 1800 130 952.

Watering Your Garden and Water Restrictions

Watering your lawns and gardens must be done within watering restrictions; however, we insist that watering is conducted to the maximum allowed by the restrictions in place. What we do not want is watering not done at all because of a wrong belief that a total watering ban is in place. Watering is still required unless the current water restriction has banned all forms of watering.

Watering Systems

Please ensure that all watering systems are working properly, and are checked regularly throughout the tenancy to ensure they continue to work effectively. Watering systems can only be used should current water restrictions allow.

Weeding and Shrub Trimming

Weeding of gardens beds, lawns, paths, paving and other outside areas are the responsibility of the tenant. Trimming of bushes and shrubs in and around the garden are also the responsibility of the tenant.

Supplied Hoses/Fittings

Supplied hoses, fittings and accessories must be kept in good condition and please ensure that everything is returned and in place upon vacating the property, free of any damage.

Lawn Maintenance

Please ensure that lawns are regularly mowed and edged, keeping them neat and tidy. Should you wish to have someone regularly mow your lawn, let us know and we would be happy to recommend a service to you. This is at tenant cost.





Please do not park on lawns or garden areas. Prevention is always better than costly repairs to lawns and gardens!

Oil stains are difficult to remove from driveways. Prevention is always better than costly cleaning.

Rubbish

Please ensure any rubbish is regularly removed from the property. This includes car parts, tyres and things like lawn clippings, drink bottles as well as other items that can easily be considered rubbish or general junk.

Formal household rubbish and waste must only be placed inside rubbish containers (i.e. wheelie bins) and removed weekly from the property, or otherwise as required. This cannot be allowed to accumulate. Please log onto your local council website to find out your rubbish collection day.

Oil Drillage

Any cars parked on driveways, under carports and garages must have a drip tray placed underneath. Only if the vehicle does not drip any oil at all is a drip tray not required. Please also note that any visitor's cars must be parked off the premises if they drip oil. Should oil drillage occur at anytime, this must be cleaned up immediately to prevent oil seeping in and permanently staining. Please note any permanent staining will result in compensation being charged to the tenant.

Parking on Lawns/Gardens

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. Damage to lawns and landscaping can be costly.

Engine oil drillage to gardens and lawns will also create permanent damage to the soil area, being costly to rectify. Any damage of this type will be charged to tenants in full.



Reporting Maintenance & Requests

Maintenance Requests - Made Fast & Simple....

At Raine & Horne Oakbank | Mount Barker we use Property Tree to help us manage our rental portfolios. Property Tree provides you with a website portal MRI Property Connect App where you can submit maintenance, view your ledger, monitor tenant invoices, receive lease renewals, view your entry condition report, view entry notices and more.

The portal/app makes reporting maintenance issues easy.

You will be given a link to Property Connect once you sign your tenancy documentation.

A photograph of a spa area. In the foreground, there is a hot tub with bubbling blue water and a black metal handrail. To the right, a shower area is visible with a stone wall and a showerhead. In the background, a large glass wall offers a view of a lush, green mountain range. A yellow rectangular box is overlaid on the right side of the image, containing the text 'Pool & Spa Safety'.

Pool & Spa Safety

If the property you are renting contains a swimming pool and/or spa, both the property owner and the tenant are responsible to ensure that proper pool safety is adhered to.

Drowning is the biggest cause of accidental death for young children. Most happen in private backyard swimming pools. You can reduce the risk of accidents in your swimming pool or spa pool by installing appropriate safety barriers and ensuring young children are supervised at all times.

Fencing

All swimming pools or spa pools must have a continuous safety barrier that restricts access by young children to the pool.

Fencing must be constructed in such a way to make sure that:

- The fence is an effective barrier to young children.
- It is permanent.
- Young children can't crawl under or climb over it by using foot and hand holds.
- It is at least 1.2 metres high.
- Any boundary fences used as part of the child-safety barrier are at least 1.8 metres high on the side that faces the pool, with a 900 millimetres non-climbable zone at the top inside of the fence, a boundary barrier may be climbable on the neighbour's side.

Gates to the pool area must:

- Swing outward from the pool area.
- Be self-closing from any position.
- Be fitted with a latching device, out of reach of small children, at least 1.5 metres above ground level.

Hard covers on spas

Child-resistant hard covers cannot be used as safety barriers in place of a fence for above-ground spa pools because:

- There are no current regulatory standards for spa pool covers.
- When the cover is off the spa pool there is no barrier.

We strongly recommend that any tenant using a spa at a property, ensure that adequate fencing is in place that restricts access by young children to the spa.

Filtration

In-ground or above-ground swimming pools and spa pools must have a water re-circulation and filtration system that complies with Australian standards. This is to reduce the risk of a young child being trapped by suction or hair entanglement.

Maintenance

As the occupier of the property, you have a duty of care to make sure that all required pool safety features are maintained in working order at all times. Gates should never be propped open and must close and latch every time they are opened.

Supervision

Children can move quickly and may not recognise the dangers of a swimming pool. Close child supervision will help to reduce the number of drownings in private swimming pools.

In a life-threatening or urgent situation phone the emergency services on 000.

Resuscitation

Resuscitation skills are crucial because they can save lives. New pools must display prominent signage to assist when providing first aid and to perform cardiopulmonary resuscitation (CPR). It is recommended that someone on the property has resuscitation skills.

In a life-threatening or urgent situation phone the emergency services on 000.

Above-ground or inflatable pools and portable spa pools

If the property you are renting does not have a pool or and you wish to install a portable option. If the swimming pool or spa pool has a filtration system you will need to:

- Get approval from your local council.
- Ensure safety features are in place.

The sides of an above-ground pool can be a suitable safety barrier if :

- They are non-climbable and are at least 1.2 metres high.
- A barrier is placed around the ladder (even if it is removable).
- A barrier is placed around anything else that can be climbed on.

Installing a portable pool or spa on a deck

You should seek the advice of an engineer or from your local council if you are thinking about installing a portable swimming pool or spa pool:

- On a deck.
- On a balcony.
- On a suspended floor.
- Near a retaining wall. (They are able to check that the deck or wall can safely take the weight of the swimming pool or spa pool.)



Pests And Vermin

Pest

Below is a guide to who is responsible when an infestation occurs. It may change depending on the individual situation.

PESTS & VERMIN	LANDLORD IS RESPONSIBLE	TENANT IS RESPONSIBLE
Ants	if present at the start of the tenancy	if present during the tenancy
Bees and wasps	if present in a wall cavity or similar if present at the start of the tenancy	if present during the tenancy
Cockroaches, fleas and spiders	if present at the start of the tenancy. Only if reported within 30 days of commencement of lease	if present during the tenancy
Mice and rats	if present at the start of the tenancy	if present during the tenancy
Possums	to remove and seal off any entry points	if present during the tenancy
Snakes	if present at the start of the tenancy if caused by the landlord breaching the conditions of the agreement - eg landlord left piles of rubbish in garden	if present during the tenancy
White ants	at the start and throughout the tenancy	
European Wasps	European Wasps MUST be reported to the local council for eradication. This is council responsibility	



Pets not permitted inside!

Unless otherwise agreed in writing, pets are not permitted inside the property at any time!

Pets at the property - Right Expectations

Should the landlord have granted permission to keep pets as per your tenancy agreement and/or written and signed pet lease agreement, the following conditions apply for the duration of this tenancy, and any renewal or extension:

1. Yard Kept Clean - keep the yard clean and free from animal faeces.
2. Rubbish Kept Cleared - clean up any rubbish/items scattered by the pet.
3. Flea infestation - in the event of any fleas or flea eggs being present as a result of the animal, you will need to arrange for flea fumigation of the property prior to and upon/after vacating the premises. This is at tenant cost.
4. No Pets Inside - pets are not allowed inside the residence at any time, unless agreed with the landlord.
5. Damage Rectification - repair any damage to the premises caused by the animal, and will protect and immediately rectify any damage caused to garden irrigation systems and fittings.
6. Garden Damage - replace plants or vegetation damaged or destroyed by the pet directly, or indirectly (ie. plants died because a garden irrigation system was damaged by the pet).
7. Additional Pets - other than any pet approved by the owner, do not keep any other animals of any kind on the rental premises, (even on a short-term or temporary basis), including dogs, cats, birds, fish, reptiles, or any other animals.
8. Temporary Pets - the tenant will not harbour, substitute or "pet-sit" any other pet, and will remove any of the pet's offspring within 45 days of birth (should this occur).
9. Food and Water - not to leave food or water for the pet outside the premises where it may attract other animals and/or insects (i.e. European wasps)
10. Bi-Laws and Local Council - abide by all local, city or state laws, licensing and health requirements regarding pets, including vaccinations.
11. Disturbance and Noise - the pet shall not cause any sort of nuisance or disturbance to neighbours. Noise, day or night, must not disturb others. You must do whatever is necessary to keep the pet from making noise that would annoy others, and will take steps to immediately rectify complaints made by neighbours or other tenants.
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.

Possums in your Roof

Living with Possums in South Australia

With a reduction in natural habitats due to urbanisation, native animals are often forced to live in close quarters with humans. The opportunity to observe native wildlife in your own backyard cannot be overstated; however, living with wildlife has its share of problems too.

The species most commonly encountered in natural and urban environments are the Common Brushtail Possum and Common Ringtail Possum. This information aims to help solve problems that possums may be causing to your property and relates specifically to the Common Brushtail Possum.

Common Brushtail Possum

Common Brushtail Possums are approximately the size of a domestic cat. Males are generally larger than females.



Common Brushtail Possum (Photo: Scott Jennings, DEH)

These possums have dense fur, which varies in colour from light to dark grey on the back and a creamy coloured belly. The distinguishing features of the Common Brushtail Possum are the black bushy tail and the long ears (50-60mm).

The Common Brushtail Possum is found in open eucalypt forest and woodland areas and uses hollow dead tree branches and tree trunks for refuge. In urban areas this species will also use the roof space of a building for shelter.

Possums are nocturnal animals. Finding shelter and nesting sites is becoming the biggest challenge for these native animals. With the removal of many large old gum trees, possums have to seek shelter in other areas. For Common Brushtail Possums one common alternative is buildings with access to the roof space.

Conservation status of Common Brushtail Possums in South Australia

The Department for Environment and Heritage has identified that the Common Brushtail Possum has suffered a significant decline in abundance and reduction in its range across South Australia and suspects that these trends are continuing.

Although Common Brushtail Possum populations appear to be secure within the Greater Adelaide Region, Mount Lofty Ranges and Kangaroo Island, the Department for Environment and Heritage has reviewed the status of this species. The Common Brushtail Possum is now listed as a rare species on the *National Parks and Wildlife Act 1972* Threatened Species Schedules as of 21 February 2008.

Possums and the law

Are possums protected?

In South Australia, **all possums are protected** (i.e. safeguarded against collecting, hunting or other activities) under the provisions of the *National Parks and Wildlife Act, 1972*.

Snake safety

Fact sheet

Snakes are ectothermic. This means they maintain their body heat by absorbing heat from external sources. A snake's body temperature and activity levels are controlled by the surrounding air and ground temperature.

Snakes become inactive during winter when their metabolism slows down and they lie dormant, using almost no energy. In early spring, they emerge and bask in the sun to warm up. They also gain body heat by lying on warm surfaces (eg asphalt, concrete and rocks which absorb heat) or under warm surfaces (eg building materials, such as corrugated roofing iron).

Snakes are often inactive when it is very hot and will seek refuge to avoid overheating.

Spring is the time when snakes become more active and less wary as they go about feeding (to build up body reserves after winter) and breeding.

All snakes are an important part of the natural environment as they reduce populations of some of their prey species, such as rats and mice.

This publication contains some simple tips you can use to discourage snakes from your property. It also gives you some safety tips for avoiding, and dealing with, snakes.

Reduce their food source

Reduce the snakes' primary food source – rats and mice. Rats and mice like to live near humans because we provide food and shelter for them. They feed on food scraps, pet food, spilt seed and grain.

Wildlife feeding platforms, aviary bird seed and chook feed

Feeding wildlife can turn a native animal into a pest. If you choose to feed wildlife, avoid bread or cake as rats and mice are particularly attracted to this type of food. They are not healthy for the wildlife anyway.

Make sure you store aviary bird seed and chook feed in sealed containers and clean up spilt food at the end of each day. Take extra precautions when cleaning out aviaries - they provide perfect snake habitats.

Pet food

Stop leaving food out all of the time for your pet to eat. Free choice feeding is recognised as significantly contributing to pet obesity and it provides pest animals (rats and mice) with an easy 'meal ticket'.

Compost bins

Here are some tips for keeping snakes away from your compost bin:

- turn compost heaps regularly to prevent rodents feeding and breeding in them
- don't put egg shells into the bin/heap (rodents love them)

“ We endeavor to provide a professional management service to all our Owners and Tenants.

If we can help in any way with your rental needs, please do not hesitate to contact us.

For those clients renting through this agency, that uphold all conditions of their Tenancy Agreement we are only too happy to act as referees when required.”

A glass jar filled with various coins, including silver and gold ones, sits on a dark, textured surface. A small green plant with two leaves is growing out of the top of the jar. The background is dark and out of focus, with some bokeh light effects. A yellow rectangular box is overlaid on the right side of the image, containing the text 'Saving Tips' in white.

Saving Tips



Saving Water - 20 Great Tips

Tips and water use info from the book “365 Water Saving Tips”, Published by Hinkler Books Pty Ltd, Heatherton Victoria.

Since the majority of water usage occurs inside the home, we have put together some useful water saving tips to help you reduce your water usage and save you money.

In the Kitchen

- Did you know that 5-15% of a household’s water use is in the kitchen?
- A dishwasher uses 20-50 litres of water per cycle.
- Washing dishes by hand uses about 18 litres of water.
- A kitchen sink when completely full holds approx 24 litres of water.
- Don’t let the tap run while you wait for it to warm up or cool down, without first placing the plug in the sink to collect all the water. You can also run this initial water into a container, which can be poured onto the garden or into pot plants.
- Try filling your sink by half, just enough to cover your dishes when washing them.
- Save all your dishes until the evening and wash them all in one go.
- Start by washing the least dirty dishes first, and then the leave the dirtiest till last.

In the Bathroom

- Approx 14-25% of a household’s water use is in the bathroom.
- Washing your hands can use up to 5 litres of water.
- The basin tap can use 15 litres a minute.
- Don’t leave the tap running while you are brushing your teeth, or having a shave. If shaving, then perhaps fill the sink partially for rinsing your razor and face.
- When waiting for the shower water to warm up, place a bucket in the shower to catch this water, and pour onto the garden later.
- Take shorter showers and even purchase a 4 minute egg timer and adjust your showering routine to 4 minutes.

- If your family members prefer a bath, and if your shower is over the bath then allow the showers to be taken first with the plug in, and the last person to use the water can have their bath last. You might need to top up with warmer water to get the right temperature!

In the Toilet

- Approx 20% of a household's water use is in the toilet.
- Please note that a modern toilet uses 9 litres of water on full flush, and 4.5 litres on half flush.
- Consider (this may be hard for some) not flushing the toilet every time it is used. In the USA a great water saving ad campaign promoted "if it's yellow, let it mellow. If it's brown, flush it down!"

In the Laundry

- Approx 15-35% of a household's water use is in the laundry.
- A top loading washing machine uses 170-265 litres per wash where as a front loading washing machine only uses about 100 litres per wash.
- If your clothes are not very dirty, only use the shortest wash cycle on your washing machine.
- Pre-treating stains before washing will reduce the chance of the need for re-washing after coming out of the washing machine.
- Instead of using the woollens and delicate cycle on a washing machine, consider hand washing these items.
- Older washing machines use enough water per cycle to fill a bath!

Around the House

- Washing the car with the hose can use anywhere from 50-300 litres per wash.
- Evaporation from an uncovered pool can over the course of a year equal the entire volume of the pool!
- Ensure all taps inside and outside are turned off tight. Don't force them too tight however as this can damage the washer, causing more leaking.
- Don't buy children toys that require a steady flow and use of water like slip'n slides, or need constant filling like water guns. Not only do these items require water, sometimes children tend to leave taps running while using them.

In the Garden

- Use these tips only in line with your relevant and current watering restrictions.
- Up to 35% of water usage in a household can be used in the garden (without water restrictions in place).
- Don't assume your garden needs watering. Check the soil first around plants to see if it is dry before watering.
- A good soaking on the garden once or twice per week is better than watering every day.
- Don't allow more than a centimetre of water to accumulate on the ground. This excess water can easily run off and be wasted.
- If your garden is on a slope, just water for short periods so that runoff water doesn't escape and get wasted.
- Check your four day weather forecast to see if good rain is expected before watering.



Saving Power- Some Tips

Source for Power Saving Tips - energy Australia, website www.energy.com.au

Keeping Cool and Saving Power- Some Tips

- Keep windows covered - in the heat of the day ensure windows are covered by curtains, blinds or shutters.
- Shut off the air-conditioner - don't leave your air-conditioner running all day when at work, or keep it running throughout the night.
- Keeping cooled rooms centralised - when cooling a central room, keep the doors closed to cool it more quickly and efficiently.
- Use a Thermometer - purchase a thermometer and keep your temperature between 23 and 26 degrees. For every degree cooler, this will add approx 10% to your power bill to maintain.
- Moderate is best - use the economy setting on air conditioners to maintain moderate instead of cold temperature.

Keeping Warm and Saving Power- Some Tips

- Use electric blankets - instead of warming a room before going to bed, just heat your bed with an electric blanket then switch this off before going to bed.
- Close doors - keeping doors closed is one way to keep heating centralised to certain living areas, conserving heat and power.
- Door snakes - ensure gaps at the bottom of doors are blocked up by door snakes to stop cold drafts and help keep rooms warm.
- Exhaust fans - close doors with rooms that have exhaust fans like bathrooms and the kitchen, as cool air will enter the home through these vent holes.
- Extra clothing - wear extra clothing when it gets cold, and throw an extra blanket on the bed.
- Use a thermometer - purchase a thermometer and keep your temperature between 18 and 21 degrees. For every degree warmer, this will add approx 10% to your power bill to maintain. Want it warmer? Put on an extra jumper!

Other useful Power Saving Tips

- Use cold water - use cold water for your washing machine instead of warm or hot water.
- Drying clothes - if it's sunny hang your clothes to dry outside instead of using the clothes dryer.
- Lights - switch off lights after use and do not leave lights on in rooms if not being used.

Your Safety - Being Aware

The highest priority always must be for your safety, the safety of your children, occupants and your visitors.

Some things to be aware of include:

- Exposed wiring
- Faulty power points and switches
- Gas smell or odour
- Damage to paving and pathways that could cause someone to trip
- Suspicious or dangerous plants in the garden that are poisonous/toxic or that you may be allergic to
- Bee swarms coming onto the property mainly during spring, especially if someone is allergic to bee stings
- If you need to clean a property with high ceilings or light fittings that are hard to reach, please do so with care and use the appropriate equipment and do not do anything considered unsafe
- Loose floorboards that could cause someone to fall through them and cause injury
- Loose balcony railings, steps or decking
- Loose or faulty locks, in particular entry doors and screen doors
- Broken or cracked windows, and broken/loose window locks



A loose switch to a power point needs repair as soon as possible



This broken soap dish in the shower could cause injury and needs to be replaced.



“ Raine & Horne cares about the environment and invites you to think green, to take action and make your ecological footprint less big.





Bond Changing Tenants

Bond Changing Tenants

Should permission be granted for tenants to change/transfer during a tenancy agreement, then the outgoing tenant must liaise and arrange with the incoming tenant to be paid their share of the bond lodged. Please ensure that you then liaise with us first for any transfer of names required on the original bond lodged with the bond authority.

Bond Payments

A bond is a security deposit the tenant gives the landlord/Agent at the beginning of a lease. The landlord/Agent must lodge it with Consumer and Business Services (CBS). At the end of the lease, it is returned to the tenant if there are no claims for cleaning, outstanding rent or other costs.

The maximum bond for residential tenancy agreements depends on the weekly rent:

- up to four weeks rent if weekly rent is \$250 or less
- up to six weeks rent if weekly rent is \$251 or more

The bond is not accessible to either party during a tenancy agreement.

The bond CANNOT be used by the tenant to pay rent

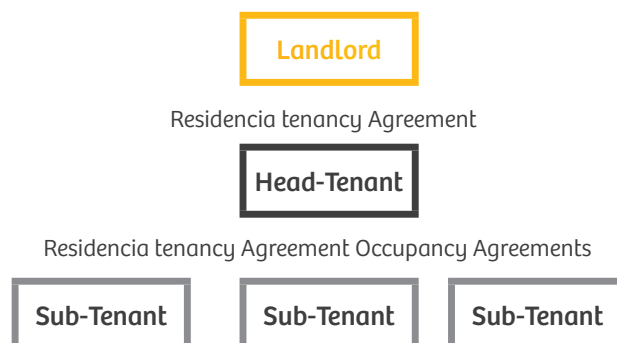
The release of the bond monies will only take place at the end of a tenancy agreement after the final inspection by the agent on behalf of the landlord and the agent is satisfied with the condition and cleanliness of the premises.


Sub-Letting

Subletting is not permitted without written approval from us. This includes assigning the tenancy over to a third party, or allowing other occupants to move in without our express permission. Permission usually involves a formal application being completed and submitted by the prospective tenant/occupant.

Property for Residential Use Only

The property is for residential use and can only be used as place of dwelling unless otherwise agreed in writing by us. The property cannot be used as 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.





Strata Titles/Body Corporate

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 persons 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.

Articles of Strata Corporation

Strata Titles Act 1988 - Schedule 3

1. A Unit holder must:
 - a. Maintain the Unit in good repair;
 - b. Carry out any work ordered by a Council or other Public Authority in respect of the Unit.

2. A person bound by these Articles:
 - a. Must not obstruct the lawful use of the common property by any person;
 - b. Must not use the common property in a manner that unreasonably interferes with the use and enjoyment of the common property by the other members of the strata community, their customers, clients or visitors;
 - c. Must not make, or allow his or her customers, clients or visitors to make undue noise in or about any unit or the common property and
 - d. Must not interfere, or allow his or her customers clients or visitors to interfere with others in the enjoyment, their rights in relation to units or common property.

3. A person bound by these Articles must not use the Unit, or permit the Unit to be used, for any unlawful purpose.

4. Subject to the Strata Titles Act. 1988, a person bound by these Articles must not, without the Strata Corporation's consent, keep any animal in, or in the vicinity of, a Unit.

5. A person bound by these Articles:
 - a. Must not park a motor vehicle in a parking space allocated for others or on any hpart of the common property on which is not authorised by the strata corporation; and
 - b. Must take reasonable steps to ensure that his or her customers, clients or visitors do not park in parking spaces allocated for others or on parts of the common property on which parking is not authorised by the strata corporation.

6. A person bound by these Articles must not, without the consent of the Strata Corporation: -
 - a. Damage or interfere with any lawn, garden, tree, shrub, plant or flower on the common property, or
 - b. Use any portion of the common property for his or her own purposes as a garden.

7. A person bound by these Articles must not:
 - a. Bring objects or materials onto the site of a kind that are likely to cause justified offence to the other members of the strata community; or
 - b. Allow refuse to accumulate so as to cause justified offence to others.

8. A person bound by these Articles must not, without the consent of the Strata Corporation. display any sign advertisement, placard, banner or any other conspicuous material of a similar nature. –
 - a. On part of his or her unit so as to be visible form the outside of the building; or
 - b. On any part of the common property.

9. The occupier of a Unit may, without the consent of the Strata Corporation, paint, cover or in any other way decorate the inside of any building forming part of the Unit and may, provided that unreasonable damage is not cause to any Common Property, fix locks, catches, screens, hooks and other similar items to that building.
10. The occupier of a Unit used for residential purposes must not, without the consent of the Strata Corporation, use or store on the Unit or on the Common Property any explosive or other dangerous substance.
11. A person bound by these Articles:
 - a. Must maintain within the unit, or on a part of the common property set apart for the purpose by the strata corporation, a receptacle for garbage adequately covered; and
 - b. Must comply with all council by-laws relating to the disposal of garbage.
12. A Unit holder must immediately notify the Strata Corporation of:
 - a. Any change in the ownership of the unit, or any change in the address of an owner: and
 - b. Any change in the occupancy of the unit.





Vacating the Property



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Vacating the Property

Notice in Writing

- When you intend to vacate the property, in all instances we require your notice in writing.

Ending a Fixed Term

- If you are leaving at the end of your current fixed term lease, we require at least 28 days notice in writing. Please note that this amount of notice needs to commence when we have received your notice, not when it was posted.

Ending a Non-Fixed (Periodic) Term

- If you are leaving on a non-fixed term (periodic) lease, we require at least 21 days notice in writing. Please note that this amount of notice needs to commence when we have received your notice, not when it was posted to us.

Breaking a Fixed Term

- Should you wish to leave during a fixed term lease, we require your notice in writing. We are unable to accept your intention verbally.

In the case of breaking a fixed term lease, the following costs will be incurred:

- Rent until a tenant approved by the landlord takes possession, or the lease expires (whichever occurs first).
- Reletting fees and advertising costs to relet the premises. This is payable pro-rata depending how much of the lease remains when a new tenant is secured.
- Should the premises be vacant before a new tenant is secured, it is also your responsibility to continue to pay your rent and to ensure the grounds are watered and maintained for this period.

Getting Your Bond Back Quickly - Criteria

At the end of your tenancy you will no doubt want your bond refunded quickly after you vacate. For your full bond to be paid quickly, you will need to ensure the following:

a. Rent - any outstanding rent is paid promptly.

b. Property Ready - the property is cleaned, carpets cleaned and grounds returned to their ingoing condition. Please follow the final vacating guide at the end of this handbook. The property must also pass the final inspection conducted by this agency.

c. Outstanding Accounts - please ensure that any monies outstanding like water, any damages, compensation amounts and break lease fees are paid.

d. Keys - ensure that all keys, remote controls etc have been returned. Once these criteria have been met we can then refund your bond. Delays to this in all cases relates to one or more of these criteria not being met.



Outstanding Rent/Vacating

Please note that it is against the tenancy legislation to withhold rent at the end of your tenancy with the intention for this to be deducted from the bond. Your rent must be paid in full, leaving your bond intact.

Cleaning

Please use the 'Getting the Property Ready for Vacating' guide at the end of this booklet. It is also important to understand that cleaning thoroughness can be hampered by tiredness after moving into another property. We encourage you to employ a cleaner so this process is not compromised. Should the cleaning process not be completed thoroughly, this can result in extra costs associated in rectifying any cleaning issues and will also delay the return of the bond.

The Final Inspection

Only once the property has been fully vacated, cleaned, grounds made ready and keys returned can we commence our final inspection. It is important to note that if a final inspection time has been made and you are aware that you will

not be fully ready for the inspection, please call us as soon as possible to rearrange another time. We do not wish to travel to the property (for the final inspection) to find the property not 100% ready.

Outstanding Monies & Damages

It is important to note that if you vacate with outstanding monies and damages, your details will be lodged on a national internet tenancy database. Even if your monies are eventually paid, this doesn't mean your details will be withdrawn from the database. It is important to know your details may still be lodged for 3 years after your debt has been cleared, indicating there was originally a problem.

Therefore due to the serious nature of these databases and how they can affect your future renting prospects, it is best that all monies owed be paid as soon as possible so no monies are owing.

Eviction

Should an eviction occur, your details will be lodged on the national internet tenancy database.

Getting the Property Ready for Vacating - Checklist

- Mail Redirection - please ensure that all mail is redirected to your new address. You can complete a form with Australia Post to assist with this. Please also ensure you provide us with your forwarding address.
- Utilities - electricity, gas, phone, etc. Please ensure all accounts are advised and cancelled accordingly.
- Appliance manuals - please leave them on the kitchen counter.
- Keys - lost or unreturned keys will be charged to the tenant

Inside the Property

- Walls - please clean off any dirty marks, removable scuff marks, finger or food marks etc.
- Ceilings - please remove any cobwebs.
- Ceiling mould - please clean off (particularly in wet areas and sometimes in bedrooms).
- Light fittings - clean off dust and remove any dead insects inside.
- Ceiling fans - wipe fan blades and tops of fittings to remove dust build up.
- Skirting boards - wipe down with a damp cloth.
- Doorways, doors - wipe off finger marks and any other removable marks.
- Windows - clean inside and out. Please note - nearly all modern sliding aluminium windows can be lifted and pulled out for easy cleaning. Also sills and runners (wipe out dust build up and any dead insects. A vacuum cleaner and paint brush can really help here).
- Flyscreens - brushed and dusted down. Please be aware, most modern sliding aluminium windows allow for the flyscreens to be taken off from the inside only, once the sliding part of the window has been moved first. Attempting to take them off from the outside may result in damaging them.
- Screen doors - front and back including frames – wiped clean and screen wire brushed.
- Stoves - clean stove top, control display, knobs, panels around knobs, any pull out or in-built drip trays, griller racks, trays and any inserts, oven racks, trays and oven bottom, walls and oven roof. A good oven cleaner will clean most ovens - however it is of importance that you read carefully the instructions on the product. Some cleaners can actually hinder oven surfaces (like stainless steel), and also some products have dangerous caustic fumes. Therefore use with extreme caution!

- Kitchen range hood - clean pull out filters and framework.
- Bathroom - clean sink, mirror, cabinet, vanity unit and drawers, shower recess, glass screen and screen doors, bath and wall tiles. Please ensure both the sink and bath has a plug available.
- Toilet - clean cistern, seat, bowl inside and also outside around the base. Don't forget the skirting tiles around the toilet.
- Laundry - clean both the inside and outside of the trough, and underneath. Please ensure a plug is present.
- Tiling -make sure all tiling and grouting to the kitchen, toilet, bathroom and laundry areas are clean.
- Exhaust - vents and fan covers are to be clean of any dust and dirt.
- Air conditioners - front vents and filters cleaned of built up dirt. Modern systems (Wall Type) - filters easily pull out and can be brushed down with a hand brush. If there is a ducted reverse cycle air-conditioner unit, the air intake filter should be cleaned. This is usually on the ceiling in the passage area.
- Air-conditioning ceiling duct vents - please clean down if dusty or dirty.
- Cupboards/drawers - please clean/wash inside and out. Also doors and door frames, front and back of doors need to be cleaned.
- Curtains - wash any washable curtains and netting. If other curtains are visibly dusty or dirty, consider dry cleaning.
- Blinds - if you have venetian blinds, clean off the blind slats. Any other type of blinds should be able to be wiped down.
- Floors - floors to be mopped/washed if needed - please ensure corners and hard to get areas are also cleaned.
- Carpets - please ensure the carpets are clean

Outside the property

- Lawns - freshly mowed and edged (best done a couple of days before the tenant takes possession).
- Gardens - remove any weeds, any rubbish and built up leaves etc.
- Guttering - please ensure that the gutters are freshly cleaned of any dirt/silt and leaves/twigs.
- Rubbish - remove any rubbish that you have placed at the property. Be sure to check behind sheds, under shrubs and trees. This includes lawn clippings piled and compost left.

- Sweep paths and paving areas.
- Oil spillage removal – check and clean carport and garage floors, paths and driveway. If you have used a barbeque, check for any grease spots and spillages etc.
- Cigarette butts - if there are cigarette butts lying around - please pick up and remove.
- Laundry - clean both the inside and outside of the trough, and underneath. Please ensure a plug is present.
- Garages and tool sheds - please remove any items from inside and behind garages and tool sheds that belong to you, including rubbish.

If you have a pet

- Pet droppings - please remove from gardens, lawns and any out of the way areas. Please dispose of in the bin – please do not bury them.
- Dog urine - remove/clean where your pet may habitually urinate (Base of walls, verandah posts etc.
- Dog stains - to outside walls. Check where your dog regularly lies down, there might be 'tell tale signs' on walls etc
- Dog/Cat claw damage - check screen doors, flyscreens and curtains. Please replace the screen wire if required.
- Dog chew damage - please ensure watering systems are free of dog chew damage and are repaired accordingly.
- Pet hair - please ensure any visible pet hair inside is removed especially around skirting boards and curtains.
- Fumigation - if your lease stipulates fumigation, please ensure this is arranged and a receipt provided.

DAMAGE THAT OCCURS DUE TO THE TENANT'S NEGLIGENCE MUST BE RECTIFIED AT THE TENANTS COST



Trades Guide - Get Some Help to get the property ready

Getting the property ready on time for inspection can be exhausting and sometimes employing some extra help is a smarter and better way to go.

The tiredness factor when moving out to another property and then having to return to the original rental property to clean and get the grounds and garden ready can be a real headache. That is why so many tenants cut corners and do not do a thorough job. This only then delays the bond refund process.

Please contact our office for details of who we use and recommend for the following services:

Professional Cleaning

- Window Cleaning
- Carpet Cleaner
- Lawn Mowing/Gardening
- Driveway Sprayer/Cleaner
- Rubbish Removal
- Handyman





Legal Information

INFORMATION BROCHURE

The information in this brochure is a summary of the Residential Tenancies Act 1995, it does not replace it.

The *Residential Tenancies Act 1995* requires that a landlord or agent must give the tenant this information brochure at the time that a residential tenancy agreement is entered into.

This brochure sets out the general rights and obligations of landlords and tenants in respect of all residential tenancy agreements in South Australia.

A residential tenancy agreement is formed when a person (landlord/agent) gives another person (tenant), the right to occupy premises in return for payment.

THE LANDLORD/TENANT RELATIONSHIP...

Landlords and tenants both have rights and obligations when a tenancy agreement is entered into. Some of these rights and obligations cannot be changed, even if there is a mutual agreement made between the parties. This brochure outlines the main requirements of both parties, for full details on rights and responsibilities; refer to the Residential Tenancies Act 1995. If you have a query about your rights or responsibilities, contact Consumer and Business Services (CBS), Tenancies Branch on 131 882, or **visit Level 1, 91-97 Grenfell Street, Adelaide.**

The landlord/tenant relationship begins when a landlord agrees to rent residential premises to a tenant. "Premises" includes the land and buildings contained on it, and all things provided for use by the tenant. However, a landlord and tenant may agree at the beginning of the tenancy to exclude certain parts of the premises as being for the landlord's use only.

A tenancy agreement can be written, verbal or even implied. It does not need to be in writing to be binding. If parties wish to enter into a written agreement, a copy of a standard lease agreement is available free from the Tenancies Branch, or from the South Australian Government website at www.sa.gov.au/tenancy/forms

The landlord must pay any cost associated with the preparation of a written lease. There is to be no cost to the tenant.

THE LANDLORD IS OBLIGED TO...

- Complete and provide 2 signed inspection sheets and a copy of this information brochure to the tenant at the commencement of the tenancy;
- Provide the tenant with a copy of the lease agreement if the landlord has required the tenant to sign a written agreement.
- Provide the premises in a clean and reasonable state;
- Give proper receipts for any money received from the tenant. If the tenant pays rent into an account that is kept by the landlord or agent at a financial institution and the landlord or agent keeps a written record containing the information normally required on a receipt, a receipt does not have to be given to the tenant;
- Keep proper records of rent received during the tenancy;
- Pay council rates, and land tax charges;
- Pay charges for water usage and supply as agreed between the landlord and the tenant. In the absence of an agreement the landlord is responsible to pay for water usage up to 136 kilolitres per year - any amount above this is the responsibility of the tenant. If there are multiple properties on one meter, a special clause must be included in the lease agreement outlining how water charges are to be determined. Sewerage charges and any levies are always the responsibility of the landlord;
- Maintain and repair the premises (having regard to their age, character and prospective life);
- Allow the tenant peace, comfort and privacy;
- Provide and maintain locks to ensure the premises are reasonably secure.

THE TENANT IS OBLIGED TO...

- Pay the rent on time. If the tenant receives a centrelink payment, the landlord may agree for the rent to be paid using centrepay. (For details on centrepay contact the nearest centrelink office);
- Keep the premises in a reasonable state of cleanliness;
- Pay charges for water usage and supply as agreed between the landlord and the tenant. In the absence of an agreement the landlord is responsible to pay for water usage up to 136 kilolitres per year - any amount above this is the responsibility of the tenant. If there are multiple properties on one meter, a special clause must be included in the lease agreement outlining how water charges are to be determined. Sewerage charges and any levies are always the responsibility of the landlord;
- Not intentionally or negligently cause or allow damage to be caused to the premises;
- Notify the landlord of damage to the premises;
- Notify the landlord when repairs are needed;
- Not use the premises, or allow it to be used, for any illegal purpose;
- Not cause or allow a nuisance or interference with the reasonable peace, comfort and privacy of anyone else living in the immediate vicinity of the premises;
- Not fit any fixtures or make any alterations to the premises (including picture hooks, shelves and fences) without the landlord's permission.

LANDLORD'S RIGHT OF ENTRY TO RENTED PREMISES...

- In an emergency;
- At a time previously arranged with the tenant, but not more frequently than once every week for the purpose of collecting rent;
- To inspect the premises (not more frequently than once every four weeks) after giving seven to fourteen days written notice specifying the date and purpose of the proposed entry and an entry period of up to two hours;
- To carry out garden maintenance at a time previously arranged with the tenant no more than seven days before the day of entry, or after giving seven to fourteen days written notice;
- To carry out necessary repairs (other than in an emergency) or maintenance (other than garden maintenance) after giving at least 48 hours notice;
- After giving reasonable notice to the tenant to show the premises to prospective tenants during the last 28 days of a tenancy;
- At a time agreed by the tenant, or after giving reasonable notice to the tenant to show the premises to prospective purchasers no more than twice weekly;
- To determine whether a breach has been remedied after the landlord has given the tenant notice of a breach of agreement. No less than 7 and no more than 14 days written notice on a prescribed form must be given;
- If it is believed on a reasonable ground that the tenant has abandoned the premises;
- For some other genuine purpose after giving seven to fourteen days written notice specifying the date, time and purpose of entry, or with the consent of the tenant.

All entries, unless agreed, must take place between normal hours i.e. 8am and 8pm on any day other than a Sunday or public holiday.

AT THE BEGINNING OF A TENANCY...

A landlord has the right to choose a suitable tenant. Under the Act, it is illegal to discriminate against tenants with children. This does not apply if the landlord or agent resides in the premises to which the tenancy relates.

Other laws against discrimination also exist under the Equal Opportunity Act. For information about discrimination laws visit the Equal Opportunity Commission's website at www.eoc.sa.gov.au.

RESIDENTIAL TENANCY DATABASES...

A Residential Tenancy Database (RTD) is a commercial database containing information about tenancies, not a database kept by an entity for use of its officers, employees or agents.

A landlord or agent is required to inform a prospective tenant if they intend to use the services of a RTD to decide whether a residential tenancy agreement should be entered into. They must also inform the prospective tenant if they find that an RTD contains information about them and how the tenant can have the information amended or removed.

A landlord or agent must not list information on an RTD unless the tenant is given at least 14 days to review this information. A listing will be required to be removed after 3 years.

TYPES OF LEASE AGREEMENTS...

There are two types of residential tenancy agreements.

[1] A periodic tenancy - an agreement (written, verbal or implied) for an indefinite period until it is lawfully terminated by either party or by the Tribunal;

[2] A fixed term tenancy - a specific start date and end date agreed upon at the beginning of the tenancy (e.g., six or twelve months).

The landlords and tenants rights and obligations under both types of lease agreements are exactly the same. There are differences, however, in the conditions of termination.

A landlord must keep a copy of a written agreement and any variation of the agreement (in paper or electronic form) for 2 years after the tenancy has ended.

SECURITY BOND...

For rental properties where the rent payable is \$250 per week and under, the landlord cannot charge more than 4 weeks rent as the bond.

INSPECTION SHEETS...

At the beginning of the tenancy the landlord is required to provide the tenant with two signed inspection sheets, which must include comprehensive details of fixtures, furniture and other contents in the premises and their condition at the commencement of the tenancy. After both inspection sheets have been completed and signed by the tenant, the tenant must keep one and return the other copy to the landlord. The inspection sheets may be adapted to suit particular premises. Care should be taken when completing these forms, as they may be called upon in the event of a dispute or for repayment of the bond at the end of the tenancy.

**INSPECTION SHEETS SHOULD BE RETAINED THROUGHOUT THE TENANCY.
CARE SHOULD BE TAKEN SO THAT THEY ARE NOT LOST OR DESTROYED.**

RENT IN ADVANCE...

Besides paying a bond at the beginning of the tenancy, a tenant can be required to pay the first two weeks' rent. If two weeks' rent is paid at the start of the tenancy, no rent is due until those two weeks have passed. Besides a bond and two weeks' rent, the landlord cannot ask for any other money at the start of the tenancy.

RENT INCREASES...

- The landlord may increase the rent under the following circumstances:
- Where there is a fixed term agreement, the rent cannot be increased during the term, unless the agreement includes a condition that specifically provides for an increase in rent and indicates how any rent increase will be calculated (e.g. In accordance with cpi). If the agreement provides for an increase, the rent can be increased after giving at least sixty days written notice, specifying the amount of the increase and the date on which the increase is to commence. The date fixed for an increase must be at least twelve months after the commencement of the agreement or, at least twelve months since the last increase in rent;
- Where there is a periodic agreement, the rent can be increased after giving at least sixty days written notice, specifying the amount of the increase and the date on which the increase is to commence. The date fixed for an increase must be at least twelve months after the commencement of the agreement or, at least twelve months since the last increase in rent;
- With an offer of extension or new agreement, provided the rent was not increased in the last twelve months;
- Anytime by mutual agreement between the landlord and the tenant.
- Where specific rent increases are set out in the lease agreement and the dates on which the increases will occur are clearly defined, 60 days written notice is not required.

REPAIRS AND MAINTENANCE...

It is the tenant's responsibility not to cause damage to the premises. If damage does occur, the landlord should be notified as soon as possible. If a tenant intentionally or carelessly causes (or allows damage to be caused) to the premises, it is the tenant's responsibility to repair the damage.

If damage or repairs are needed due to normal wear and tear, or in any way that is not the tenant's fault, the landlord should be notified immediately. It is the landlord's responsibility to repair and maintain the premises under these circumstances. If the landlord has not attended to the repair, or if the tenant has not been able to contact the landlord, the tenant may have **emergency** repairs carried out by a licensed tradesperson. If this happens, the tenant must get a written report from the tradesperson.

TERMINATION...

The prescribed forms, which must be used when issuing a notice of termination, are available from CBS and at www.sa.gov.au/tenancy/privaterentalforms

Periodic tenancy -

1. **The tenant** may give 21 days' **written notice** or a period equivalent to a single period of the tenancy, (whichever is the longer), to the landlord at any time. For example, if the rent is paid weekly or fortnightly, the tenant is required to give 21 days' notice. If the rent is paid calendar monthly, the tenant would need to give a calendar month's notice.
2. **The landlord** may give **written** notice of termination at any time, as follows:
 - The landlord requires possession of the premises for the landlord's own occupation, or occupation by the landlord's spouse, child or parent, or occupation by the spouse of the landlord's child or parent - 60 days;
 - Premises required for demolition - 60 days;
 - Where the premises have been sold, to be given any date from the signing of the contract of sale - 60 days;
 - Possession of the premises is required for repairs or renovations that cannot be carried out conveniently while the tenant remains in possession of the premises - 60 days;
 - Notice where no reason is given - 90 days.

Fixed term tenancy -

- Unless mutually agreed, neither the landlord nor the tenant can terminate a fixed term agreement before the end of the term without being held responsible for costs associated with finding a new tenant. For further information, contact CBS for advice;
- Either the landlord or the tenant may terminate a fixed term agreement at the end of the term after giving at least 28 days **written** notice. If this notice is not given by either party, the agreement will continue as a periodic tenancy;
- At the end of a fixed term tenancy, if 28 days notice is given to a tenant and the tenant has not vacated the premises, the landlord may apply to the South Australian Civil and Administrative Tribunal (SACAT) for an order for possession of the premises.

TERMINATION FOR BREACH OF AGREEMENT...

Both the landlord and the tenant can give a termination notice on the prescribed form to the other for a breach of the conditions of the lease. A breach of an agreement must be remedied within at least seven clear days from the date the notice is given.

If the landlord has served a valid termination notice for breach of contract or rent arrears of more than 14 days and the breach or rent arrears is not rectified within seven days, the tenancy may terminate when the notice expires. If vacant possession is not given by the requested date, the landlord may apply to SACAT for an order of possession. Only a SACAT bailiff can enforce an order for vacant possession.

If a party (the respondent) disputes the termination notice, they can apply to SACAT for an order stating that they are not in breach or that the breach has been fixed.

If a notice of termination is served for rent arrears on at least 2 occasions in a 12 month period, the landlord may make application to SACAT for vacant possession without first serving a third breach notice on the tenant.

TERMINATION FOR FRUSTRATED AGREEMENT...

A landlord or tenant may terminate a residential tenancy agreement if the premises or a substantial portion

of the premises are uninhabitable, or are no longer able to be used for residential purposes, or have been acquired by compulsory process.

The landlord must provide at least 60 days notice to the tenant and the tenant may provide notice that the agreement will terminate immediately.

TERMINATION BY TENANT IF PREMISES FOR SALE...

The tenant may terminate a residential tenancy agreement if within 2 months after the start of the agreement the landlord enters into a contract for the sale of the premises and the landlord did not advise the tenant of the intention to sell before the residential tenancy agreement was entered into.

TERMINATION FOR UNDUE HARDSHIP...

Under the Act, if continuing the tenancy would cause undue hardship to either the landlord or the tenant, an application can be lodged with SACAT for termination of the tenancy. Generally 'undue hardship' does not include financial difficulties.

Where parties agree

At the end of the tenancy when the tenant and landlord agree how the bond is to be repaid, the bond can be refunded by lodging a bond refund form or submitting a claim online. If a bond refund form is lodged, it should be completed and signed by both parties (the signatures must be the same as those on the bond lodgement form). The bond can be paid via electronic funds transfer, or a cheque may be posted or collected from CBS.

Notice of claim

If a bond is **requested by the tenant without the landlord/agent's consent**, the landlord/agent is notified and given an opportunity to dispute it. If the refund is not disputed the bond will be paid to the tenant. If the refund is disputed the landlord/agent will be required to lodge an online application with SACAT. If a bond is **claimed by the landlord/agent without the tenant's consent**, the tenant is notified and given an opportunity to dispute it. **If the claim is disputed**, the landlord/agent will be required to lodge an online application with SACAT. **If there is no response by the tenant/resident**, the landlord/agent will be required to provide CBS with evidence of their claim and if the claim is not substantiated it may be refused and the landlord/agent will then need to make an application to SACAT. **If the tenant agrees** with the claim the bond will be paid out.

Disputed bondsh

A bond dispute will be referred to SACAT who will list the matter for a conciliation conference. If the matter cannot be conciliated, a full hearing may be set down for a later date.

If a dispute arises over how the bond should be refunded, either party can contact CBS on 131 882.

Tenants Information and Advisory Service (TIAS) can provide free and independent advocacy support at SACAT. For more information about their services contact TIAS on 1800 060 462.

Unclaimed money

If a bond has been paid for a property rented in the past and the refund of that bond has not been applied for, that bond may still be held in the Residential Tenancies Fund. After providing details about

the tenancy in question (e.g. the exact address, the other party's name, the bond amount and proof of identity), CBS can refund the bond accordingly.

If you believe there is unclaimed money belonging to you held in the Fund, please contact CBS on 131 882.

SUBLETTING AND ASSIGNMENT...

A tenant has the right, with the landlord's written approval, to sublet the rental premises, or assign their interest to another party. The landlord cannot unreasonably withhold consent or charge for subletting or assignment, except for reasonable expenses in doing so.

To 'sublet' means that a tenant rents out all or part of the premises to someone else, and in effect becomes the landlord to the subtenant. To 'assign' means to transfer a tenancy to someone else. That does not mean, however, that the original tenant no longer has responsibility for the tenancy. Before subletting or assigning a tenancy, it is advisable to first contact CBS.

DISPUTE RESOLUTION...

Consumer and Business Services' role is to give advice to landlords and tenants and to resolve disputes. A party to a residential tenancy dispute may apply to CBS for conciliation of the dispute. Alternatively, SACAT may, either before or during the hearing of proceedings, appoint a mediator to achieve a negotiated settlement. SACAT may also refer the matter to a conciliation conference or hearing. If you are a party to a tenancy dispute and require assistance, contact CBS on 131 882.

SACAT HEARINGS...

SACAT is an independent specialist Tribunal that provides a prompt and informal way of determining disputes between landlords and tenants. Both landlords and tenants may apply to SACAT to have disputes determined. There is a cost to apply to SACAT. Members of SACAT conduct hearings with a minimum of formality.

Both parties are expected to attend and usually present their own cases. SACAT is located at Level 4, 100 Pirie Street, Adelaide and can be contacted on free call 1800 723 767, or visit www.sacat.sa.gov.au.

COMMUNITY HOUSING ORGANISATIONS...

Housing co-operatives and housing associations are community managed organisations that provide rental housing for individuals and families on low incomes or with special housing needs.

The tenants of community housing organisations do not own the houses they live in, but rent them from the group. In some cases tenants may also be members of the group from which they are renting. Different rules apply for member tenants and non-member tenants.

Member tenants and non member tenants of community housing organisations are covered by the Act, but there are some sections of the Act where variations exist or which community housing organisations are not required to comply with.

It is possible for community housing organisations to obtain further exemptions from provisions of the Act by making an application to SACAT.

For information about joining a community housing organisation contact: Community Partnerships & Growth

Level 4, Roma Mitchell Building, 136 North Terrace, Adelaide.

Telephone: 1300 700 561. Website: www.communityhousing.sa.gov.au



If you have difficulty in understanding this pamphlet ring the Translating and Interpreting Service on 131-450. Don't hang up, your call will be answered (Local call cost only).

Amharic / አማርኛ

ይህን መጽሔት ለመረዳት ችግር ካለዎት ፡ ለተርጉም አገልግሎት በቴሌፎን ቁጥር 131-450 ብላጃህ ደውሎ ። ደወላጅ ለሌሎች ለመረዳት ፡ ቴሌፎን አትገቡት ። (በውስጥ ጥሪ ዋጋ ብቻ)

Arabic / عربي

إذا كنت تجد صعوبة في فهم هذه النشرة ، إتصل هاتفياً بخدمات الترجمة الكتابية والشفوية (Translating and Interpreting Service) على الرقم 131-450. لا تقفل الخط ، لأنه سوف يتم الرد على مكالماتك (تكاليفه مكالمات محلية فقط)

Chinese / 中文

如果您不能理解本手册，請打電話到翻譯及傳譯服務處 (Translation and Interpreting Service)，電話號碼 131-450。請耐心等待，會有人接您的電話 (按當地電話收費) 。

Croatian/Hrvatski

Ako Vam je teško razumijeti ovu brošuru, nazovite Službu tumačenja i prevođenja na 131-450. Nemojte spustiti slušalicu, na vaš poziv će biti odgovoreno (za cijenu mjesnog poziva).

Greek/ Ελληνικά

Αν δυσκολεύεστε να καταλάβετε αυτό το φυλλάδιο τηλεφωνείτε στην Υπηρεσία Μετάφρασης και Διερμηνείας Τηλέφωνο 131 450. Μην κλείσετε το τηλέφωνο, το τηλέφωνό μας θα απαντήσει (Χρέωση για τοπικό κλήση μόνο).

Hazaragi

اگر دانستن این رساله بری تان مشکل، به خدمات ترجمه کتبی و شفاهی به شماره 131 450 زنگ بزنید. تلفون را قطع نکنید، به تلفون شما جواب داده موشه (صرف با هزینه تماس محلی)

Hungarian/Magyar

Ha nem érti ezt a nyomtatványt, mert nem beszél angolul, hívja a Fordító és Tolmács Szolgálatot a 131-450 telefonszámon (helyi hívásnak számít). Kérjük, várjon, amíg hívására valaki válaszol.

Italian/Italiano

Se avete difficoltà a capire questo opuscolo telefonate al Servizio Traduzione e Interpretariato (Translating and Interpreting Service) Tel. 131-450. Non mettete giù il telefono, qualcuno risponderà alla vostra chiamata (il costo è uguale ad una telefonata locale).

Khmer / ខ្មែរ

ប្រសិនបើអ្នក មានការពិបាក ក្នុងការយល់ស្តីពីព័ត៌មាននេះ ចូរហៅទូរស័ព្ទ ទៅកម្មវិធីបំប្លែងភាសា ភាសា លេខ 131-450 ។ ចូរកុំដាក់ប្រុងប្រយ័ត្នចុះ គេនឹងឆ្លើយតបទៅការហៅរបស់អ្នក (ការហៅទូរស័ព្ទរបស់អ្នក គិតតាមតម្លៃលើក្នុងតំបន់)។

Persian / فارسی

چنانچه مشکلی در فهم این جزوه دارید لطفاً به اداره خدمات مترجمی به شماره 131 450 تلفن فرمائید. گوشی را زمین نگذارید ، جواب تلفن شما داده خواهد شد . (هزینه تلفن محلی)

Polish/Polski

Jeżeli mają państwo trudności ze zrozumieniem tej broszury proszę zadzwonić do biura tłumaczy *Translating and Interpreting Service* pod numer 131-450. Proszę nie odkładać słuchawki, ktoś odbierze telefon. (W cenie rozmowy miejscowe).

Portuguese/ Português

Se tem dificuldade em compreender este panfleto, ligue para o *Translating and Interpreting Service / Serviço de Tradutores e Intérpretes*, telefone número 131-450. Não desligue pois a sua chamada será atendida (pelo custo de uma chamada local apenas).

Romanian/Română

Dacă aveți dificultăți în înțelegerea acestei broșuri, vă rugăm să luați legătura cu Serviciul pentru Traduceri și Interpretări, la numărul 131-450. Nu închideți telefonul, vi se va răspunde. (Costul este cel al unei convorbiri locale).

Russian/Русский

Если у Вас возникнут трудности в понимании содержания этой брошюры, позвоните в Службу переводов по номеру 131 450. Не вешайте трубку, Вам ответят (по стоимости только местного звонка).

Serbian/СРПСКИ

Ako imate tешkoћа u комуникацији на енглеском језику позовите службу за тумачење **И** превођење на телефон број 131-450. Немојте да спустите слушалицу, добићете одговор на ваш позив (цена локалног позива).

Spanish/Español

Si tiene dificultades en entender este panfleto llame al Servicio de Interpretación y Traducción al 131-450. Por favor no cuelgue, su llamado será atendido. (Al costo de una llamada local).

Tagalog

Kung nahihirapan kang unawain ang pamphlet na ito, tawagan ang Serbisyo sa Pagsasaling-wika at Pag-interpret (Translating and Interpreting Service) sa 131 450. Huwag ibaba ang telepono, sasagutin ang iyong tawag (may mga singilin sa lokal na tawag lang).

Tamil

இந்தத் துண்டுப் பிரசுரத்தைப் புரிந்து கொள்வதில் சிரமம் இருந்தால், நீங்கள் 131 450 எனும் தொலைபேசியில் மொழிபெயர்ப்பு மற்றும் உரைபெயர்ப்பு சேவையை அழையுங்கள். தொலைபேசியை வைக்காதீர்கள், உங்கள் அழைப்புக்குப் பதில் கிடைக்கும். (உள்ளூர் அழைப்புக் கட்டணம் மட்டுமே)

Tigrigna / ትግርግ

ዛህ መጽሐፍት ምርጫ ስም ለተሳሳይነት ፡ ነብ ትግም ለገልገል ብክክሪ ኦሪና 131-450 ኢሉም ደውሉ ። ደውሎም ከምለኩም ለላዡባ ፡ ኦሪና ኢይትዕዳውዎ ። (ብውገብዊ ዳውሂት ዋጋ ጥራይ)

Turkish/Türkçe

Eğer bu broşürü anlamakta güçlükçekiyorsanız Çeviri ve Tercümanlık bürosunu 131-450 numaradan arayınız. Telefonu kapatmayınız, size yanıt verilecektir (sadece şehirçi telefon ücreti karşılığı).

Ukrainian/Українська

Якщо Ви маєте труднощі з розумінням цієї брошури, **будь ласка**, потелефонуйте до Служби **перекладів по номеру** у 131 450. Не **кладіть** трубку. Вам **буде дано відповідь** (вартістю лише місцевого **виклику**).

Vietnamese/Việt Ngữ

Nếu quý vị gặp khó khăn trong việc hiểu tài liệu này, xin hãy gọi điện thoại cho Dịch Vụ Thông Phiên Dịch (Translating and Interpreting Service) qua số 131-450. Xin quý vị đừng gác ống nghe, cứ gọi của quý vị sẽ được trả lời (Phí tổn điện thoại chỉ bằng một **CÚ** gọi trong địa phương mà thôi).

Consumer and Business Services

FOR MORE DETAILED INFORMATION AND ADVICE ABOUT TENANCY MATTERS, CONTACT

CONSUMER AND BUSINESS SERVICES

Customer Service Centre

91 Grenfell Street

ADELAIDE SA 5000

(GPO Box 965, ADELAIDE SA 5001)

TELEPHONE: 131 882

FACSIMILE: 8204 9570

www.sa.gov.au/tenancy/renters

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11 Helen Street, MT GAMBIER

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Please note, only cash, cheque or money orders can be taken at these offices

A hand is holding a black rectangular card in the foreground. The card has the word "Thanks!" written on it in a white, cursive script. The background is a dense, out-of-focus green foliage, likely bushes or trees, creating a natural and vibrant setting. The lighting is soft, highlighting the texture of the hand and the card.

Thanks!



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