



Renting » Information for Tenants

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Tenant's planning checklist

- 1 **Intention to leave notice** – ensure you have given the correct notice to your exiting agency and are clear on moving/vacate dates. ☐
- 2 **Funds** – plan your financial affairs budgeting for at least 2 week's rent and an amount equal to 4 week's rent for the BOND, utility connections and removalist charges. ☐
- 3 **Documentation on hand** – be prepared have plenty of ID, rent receipts/ledgers, references, pay slips and copies of utilities accounts etc, ready to complete a comprehensive rental application. ☐
- 4 **Lease agreement and special conditions** – you will receive a copy of the lease along with any special conditions for your consideration before being asked to sign ANY DOCUMENTATION. Ensure you are aware of ALL aspects of the lease agreement, e.g. terms, water charging and pet conditions approvals ☐
- 5 **Sign up** – it is an industry standard that tenants should pay 1 week's rent to hold the rental property before signing a lease and other related documentation. Allow plenty of time – 30-45 minutes is required for the lease sign up and entry induction (during business hours). Arrive on time. ☐
- 6 **Utilities** – it is your responsibility to confirm that services are connected and working and accounts are in your name before your move in date unless advised otherwise by the property managers prior to signing the lease. Electricity, gas and phone can all be connected online – all major suppliers are easy to find on the internet. The most popular is ORIGIN ENERGY – phone 132 461 Monday to Friday. Phone and internet is Telstra Moving Home – phone 1800 670 017. ☐
- 7 **Removalists** – confirm the entry time with the property managers and ensure you book professional companies well in advance. ☐
- 8 **Redirection of mail** – advise Australia Post of your new address and arrange for redirection. ☐
- 9 **Keys** – can NOT be issued prior to your lease start date. ☐

Beginning a tenancy

At the beginning of a tenancy there are key items that must be addressed by the lessor (or their property manager) and the tenant:

- Both parties must sign a written tenancy agreement (Form 18a) that includes the standard terms and any special conditions.
- The lessor/property manager must provide the tenant with a copy of the RTA Form 17a – Pocket Guide for Tenants and the Bond Lodgement Form 2.
- The lessor/property manager must provide the tenant with a completed copy of the Form 1a – Entry Condition Report.
- The lessor/property manager provides dated photos of the property on a USB or printed prior to tenancy.

The tenant is permitted **three calendar days** to note any additional comments and return a signed copy to the lessor/property manager. Take care in completing the report.

It is recommended that the tenant takes a water meter reading at the start of the tenancy – include on Entry Condition Report.

Initial payments

Prior to occupying the property, a tenant is required to pay a **bond (equal to 4 weeks' rent)** as well as the **first 2 weeks' rent**.

There are two types of tenancy agreements that exist in Queensland – a '*fixed term agreement*' and a '*periodic agreement*'. The main defining difference between these agreements is that a fixed term agreement has a start and end date, whereas a periodic agreement has a start date but no specified end date. It is common practice for all tenancies to initially commence on a fixed term agreement for either a 6 or 12 month period. However, **a fixed term** agreement can be for any time frame providing it has a start and end date (eg. 10 months).

Rent increases

It is important to note that rent may be increased through a fixed term agreement; **however, this must be clearly outlined as a special condition of the tenancy**. A lessor/property manager is required to give the minimum 2 months' notice of the increase even though it is written into the agreement already. Rent cannot be increased in a shorter time period than six months from when it was last increased. If there is no special term regarding an increase, the rent cannot be increased until the end of the current agreement. For a periodic agreement, **rent can be increased at any time** providing the lessor/property manager has given the tenant a minimum of two months' notice.

Beginning a tenancy continued...

Entry condition reports

The Entry Condition Report is one of the most important documents in a residential tenancy. The successful and thorough completion of this document by both parties will go a long way to ensuring that at the end of the tenancy the exit goes as smoothly as possible for all involved. The Entry Condition Report notes the condition of the property at the start of the tenancy and is used by the lessor/property manager to **ensure the tenant leaves the property the same as it was when they initially moved in** (fair wear and tear excepted). Whilst it is encouraged that this form be completed by both parties at the same time, this is not possible in most cases. It is a legislative requirement that the lessor/property manager gives the tenant a signed copy of the condition report no later than the first day of the tenant's occupancy.

If a tenant has any concerns about the report or finds anything additional or different to what the lessor/property

manager has initially noted, these issues should be discussed and clarified as soon as the report is returned to the lessor/property manager. Dealing with the matter promptly will avoid any possible conflict of opinion when the tenancy ends. Tenants should ensure they keep a copy of the report in a safe place so they are able to refer back to it at the end of the tenancy.

Take photos

Feel free to take your own dated photos of the property and any issues and forward them to the lessor/property manager along with your Entry Condition Report.

These have to be dated photos within 3 business days from lease start date.

@ap-realty will supply a USB with dated photos prior to tenancy only.



A close-up photograph of a person dressed as a burglar. They are wearing a dark olive-green balaclava that covers their entire head, leaving only their eyes visible. They are also wearing black tactical gloves. Their right hand is pressed against the glass of a window, while their left hand holds a silver flashlight. A wooden crowbar is visible in the lower foreground. The background is a blurred green, suggesting foliage outside. A dark blue semi-transparent box is overlaid on the left side of the image, containing white text.

Get insured!

Tenants should be mindful that it is their responsibility to have adequate insurance for their personal possessions. A lessor's insurance **DOES NOT** cover tenant's personal belongings.

Looking after your rental property

It can be a costly exercise if you don't care for the property during the tenancy – remember that it needs to be handed back in the same condition that it was given to you.

Some helpful tips:

- **Always pay your rent by the due date** – the agency keeps a ledger of your rent payments and this is always requested by other agencies for any future rentals. It is in fact a part of the reference checking process. All arrears are shown and these will have a negative impact on your future rental applications. This may also affect your personal CREDIT RATING.
- **Keep on top of the housekeeping, the lawns and gardens** – regular cleaning of shower screens, exhaust fans, ovens and marks on walls will need to be done as required throughout the tenancy period.
- **If the property is carpeted** – clean up any spills as they occur and have your carpets professionally cleaned before hand-over or sooner if required. Your property manager may request that this be done during your tenancy.
- **Report all maintenance** or if you see anything out of the ordinary, e.g. overflowing gutters, termite evidence, mould on the plaster ceilings or walls, dampness in cupboards – do not leave these things until you have routine inspections or at the end of the tenancy. **Preventative maintenance will ensure that expensive repair work is not required.**
- **Unauthorised people living at the property for a period longer than a month.** Everyone living at the rental property must be screened and approved by the owner. Applications are available from our website www.ap-realty.com.au or email info@ap-realty.com.au.
- **Helping hand** – our agency has a list of approved tradespeople, including qualified cleaners, gardeners and handymen. If you need someone to assist you to look after your rental property simply email the property managers on info@ap-realty.com.au.
- **Cars** – DO NOT park cars, boats, caravans etc. on grassed areas or nature strips, you will be liable to repair any damaged lawn (expensive exercise).



Rents, bonds and other expenses

Most lessors/property managers will require a tenant to **pay a bond at the beginning of the tenancy**. As per the Residential Tenancies and Rooming Accommodation Act, the bond can be **no more than four times the weekly rent if the rent is \$700 or less per week**. However, if the weekly rent is more than \$700, there is no limit on the bond that can be charged. The lessor/property manager must forward the bond monies to the RTA within 10 days of receiving the monies. The tenant will receive a receipt from the RTA acknowledging receipt of the monies from the lessor/property manager. The bond will be refunded at the end of the tenancy if all obligations of the tenant have been met.

Should the tenant dispute a claim made against the bond by the lessor/property manager, the matter can be mediated through the RTA's dispute resolution service.

Paying rent in advance

Most lessors/property managers require tenants to pay their rent in advance. However, the lessor/property manager **cannot request the tenant to pay more than one month's**

rent in advance for a fixed term agreement, or more than two weeks in advance for a periodic agreement.

The tenant can pay more rent in advance if they wish to, however tenants cannot be asked to pay more rent until the rent paid in advance has been used up.

Additional expenses

A tenant will also be required to pay for expenses related to services connected to the property (e.g. **gas, electricity and telephone**). The way water is to be charged must be stated on the special terms of the tenancy agreement. If the premises are individually metered for water, the property is deemed water efficient and there is a special term in the agreement, a lessor can pass on the total water consumption charges to a tenant. Refer to the RTA website for more information.

In some cases, a tenant living in a unit or flat may find there is only one bill for electricity, meaning that the service is not individually metered. In this instance, the tenancy agreement must state how the tenant's share of the costs will be worked out.

Rent payment options for tenants

DIRECT DEPOSIT

Account Name: AP Realty Trust Account

BSB: 124 054

Account Number: 20 709 520

Reference Code:

The EXACT reference code given is to be used when paying rent. @ap-realty use an automated banking/receipting system, and are unable to process payments without the correct reference.

MONEY ORDER / BANK CHEQUE

Pay to: AP Realty Trust Account

Note: Preferred method of rent payments is for tenants to set up direct debits for their rent to be transferred into the nominated Trust Account listed – remember that all of our owners insist that the **rent is to always be paid 2 WEEKS IN ADVANCE.**

BANK DEPOSIT – BANK OF QUEENSLAND

@ap-realty can provide deposit books for tenants to pay their rent at any Bank of Queensland branch.

EFT – EMERGENCY ONLY

@ap-realty has EFT facilities available at the office to pay your rent using your credit card.

Notice periods

If you happen to fall into arrears or know that you will be unable to make a rental payment, please contact the office and discuss the situation with your property manager.

Arrears Management Procedures:

4 Days in Arrears	Reminder phone call or SMS message or letter
8 Days in Arrears	Notice to Remedy issued with 7 days to remedy breach
17 Days in Arrears	Notice to Leave issued with 7 days to vacate

**NO CASH
OR PHONE
PAYMENTS
ARE
ACCEPTED**

Property inspections

The information provided is a guide to the regular inspections which occur at the property. As part of our management responsibilities our agency conducts regular property maintenance inspections.

When we inspect

- **Up to four routine inspections per annum.**
- A day and approximate entry time within a two hour timeframe is provided to you via RTA Form 9 Entry Notice.
- Due to time restraints allocated for property inspections, it is difficult to rearrange times, however, in extreme circumstances, contact our office, to request a change of entry.
- Your presence at the inspection is welcome, but not necessary, as the staff member conducting the inspection will use our agency keys.
- Pets are to be outside and restrained during inspections.

Note: Our property managers are not qualified tradespeople. A visual inspect is conducted only during routine inspections. They rely on tenants reporting issues in between their inspections.

What we inspect

The key purpose of our inspection is to *visually inspect* the areas applicable to the property as listed below, and identify repairs and maintenance needed. A report is prepared and forwarded to the lessor for instructions if repairs or maintenance work is required or recommended.

INTERIOR

Floor Coverings
Walls
Doors and Locks including Front and Rear
Ceiling and Fans – if applicable
Smoke Alarms – if applicable
Light Fittings
Power Points
Built in Cupboards – Shelving and Rails
Curtains / Blinds
Whitegoods – if included in tenancy
Fixtures – Oven, Hotplates etc
Hot Water System
Furniture – if included in tenancy
All Wet Areas – Taps, Shower Screens, Basins

EXTERIOR

Garage / Carport / Sheds
Gardens and Lawns
Paintwork
Guttering and Downpipes
Steps – Structure and Paint
Balcony and Decks
Stumps – if applicable
Driveway, Paths and Courtyard
Clothes Line
Pool / Spa – if applicable
Fencing
Taps
Safety Switch
External Light Fittings

Lessor & property manager access

Property managers **inspect rental premises approx. every three months** as per their professional duty to the lessor and to ensure that the premises are maintained in a reasonable condition. The lessor/property manager will give a tenant **no less than seven days written notice** on the RTA Form 9 – Entry Notice. The amount of notice needed depends on the reason for entering the premises. *Note: Entry Notices are generally emailed followed with a reminder SMS.*

Minimum notice periods for inspection

- To inspect the premises – seven days (lessor/property manager allowed to enter no more than once in a three month period, unless the tenant agrees).
 - To complete routine repairs or carry out maintenance – 24 hours.
 - To inspect after repairs or maintenance has been carried out – 24 hours.
 - To repair or carry out maintenance where the premises is in a remote area and there is a shortage of qualified tradespersons in the area – no notice.
 - In an emergency or to protect the premises from damage – no notice.
 - If the lessor/property manager believes that the premises is abandoned – 24 hours.
 - To show the premises to a prospective tenant or buyer or for valuation purposes – 24 hours (if the property is for sale, a Form 10 – Notice of Lessor's Intention to Sell must have been issued).
 - By order of the Queensland Civil and Administrative Tribunal – as stated in the order.
 - If during a routine general inspection, a notice to remedy has been issued to a tenant for a “significant breach”, a 24 hour re-entry notice can be issued to ensure the breach has been remedied. The re-entry must be done within 14 days of the expiry of the notice to remedy (a significant breach is; the tenant using the premises for an illegal purpose, unapproved occupants, unapproved pets, or any other matter, if the cost of rectifying that matter exceeds one week's rent).
 - If a tenant agrees, anytime by negotiation.
- The parties may wish to negotiate a time that is suitable to everyone. If entry is for a lawful purpose, the correct notice has been given and the entry is at a reasonable time, the tenant cannot refuse entry. Under the Residential Tenancies and Rooming Accommodation Act, the tenant does not have an automatic right to be present when the lessor/property manager enters. If you have any concerns or questions regarding entry contact the RTA.

Tenant action required

We appreciate your help by promptly advising us of problems experienced with the smoke alarms whilst residing at the property.

If you require details of companies for the clean and test of smoke alarm/s, please contact your property manager. Tenants are responsible for the cleaning and testing of smoke alarm/s at least once every 12 months where the Fixed Term Tenancy is 12 months or longer or a Periodic Tenancy. Batteries should be changed at least once a year.

It is the responsibility of the tenant to change the batteries if required.

**DO NOT REMOVE SMOKE ALARM COVERS
UNLESS CHANGING THE BATTERIES.**



Can I have a pet?

All pets must be approved by the owner

You may only keep pets at your property if you have explicitly been granted permission on your lease. If you are found to have a pet at your property without permission, you will be in violation of your tenancy agreement and may face eviction. Hence, if you are considering getting a pet, do not do it without first finding out if it can be added to your lease.

If you do have an approved pet at your property, you **MUST** abide by the following responsibilities:

- Keep the yard clean.
- In the event of any fleas or flea eggs being present, you will need to arrange for flea fumigation of the property at your own expense.
- Cover the cost of any damage to the premises caused by the animal.
- You must abide by all local, city or state laws, licensing and health requirements regarding pets, including vaccinations.

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.

If you have been granted permission to keep a pet at the property, respect this approval and keep the pet outside and make sure that it has fresh water and shade provided. You will be informed as to when your property manager will be inspecting the property and some owners often join the property managers for these inspections. Make sure you have your pets secured and in the yard or be home for the inspections. Our agency team members are not responsible for pets who escape or bite people.



Safety switches

Testing a safety switch

- To test a safety switch, simply press the TEST button.
- This should automatically trip the switch to the 'off' position.
- Reset by pushing the switch back to 'on'.
- If it doesn't work, contact your property manager immediately.
- Carry out the safety switch test every three months.

Why did it 'trip'?

- If a safety switch turns off the power, it may be that a resident could be using a faulty appliance or the electrical wiring may have become faulty.
- Reset the safety switch. If it trips again, unplug the last appliance used. If everything works okay, take that appliance to a licensed electrical contractor to be checked.
- If the safety switch keeps tripping, disconnect all appliances and plug them in, one at a time, until the faulty one is located.
- **Avoid touching appliances while carrying out this process.**

What is a safety switch?

Safety switches are an insurance against electric shock and are designed to prevent injury or death. They monitor the flow of electricity through a circuit. They automatically shut off the electricity supply when current is detected leaking from faulty switches, wiring or electrical appliances. This stops the chance of current flowing to earth, through a person, electrocuting them. Installing a safety switch is an inexpensive safety measure that protects everyone.

Are safety switches fail-safe?

Nothing is fail-safe. Safety switches should be regularly checked. Just like a smoke alarm or other safety device, if it is not working properly, it cannot protect. It is also important to make sure electrical appliances, electrical wiring, extension leads and other electrical equipment are regularly checked and kept in good working order.

How do I know if a safety switch is installed?

Check by looking at the switchboard for a TEST/RESET button. This tells you if there is a safety switch installed. When you open the switchboard you should see something like this:



Typical switchboard – this shows the main switch, safety switch with test button, and four circuit breakers. All homes have circuit breakers or fuses. These are designed to protect the wiring and appliances within the premises. Only safety switches are designed to protect people.

Pool safety laws and tenant responsibilities

If the property has an existing pool and/or spa, the tenant is responsible to ensure the pool gate is not kept open and there are no objects to allow children to access the pool.

If the tenant buys or acquires a pool and/or spa by any other means, the tenant is responsible to ensure the pool and/or spa complies with current Pool Safety Legislation. As the owner of the pool, the tenant is responsible for obtaining a Pool Safety Certificate. **Approval from the lessor must be sought before installing an above ground pool and/or spa and pool fencing.**

If the portable pool or spa holds more than **300 millimetres** of water, has a volume of more than 2000 litres of water or has a filtration system, the Pool Safety Laws apply. However, if the portable pool is disassembled and does not hold more than 300 millimetres of water, it does not need to comply with the Pool Safety Standard until it is assembled and filled with more than 300 millimetres of water.

Regardless of who the owner of the pool is, the gate or door to the pool must be closed including not propped open when not in use.



For more information on Pool Safety Laws visit www.hpw.qld.gov.au/PoolSafety

Water charging facts

Lessors are allowed to pass on the full water consumption charges (including bulk water charges) to tenants provided all the minimum criteria have been met.

What are the minimum criteria for water charging?

- The rental premises are individually metered (or water is delivered by vehicle), and
- The rental premises are water efficient, and
- The tenancy agreement states the tenant must pay for water consumption, and
- Compliance certificate is available on file.

Items a tenant can be charged

A breakdown of water charges is shown below.

Charge as shown on water bill	Can tenant be charged?
State Bulk Water Charge	Yes, tenant can be charged*
Water Usage Charges	Yes, tenant can be charged*
Sewerage Usage Charge (may appear on the bill as fixed or variable)	No, tenant cannot be charged Sewerage is not a service charge as defined by the Act and cannot be passed onto the tenant.
Fixed Access Charges (including Water Access Charge and Sewerage Access Charge)	No, tenant cannot be charged. The lessor must pay all fixed charges for water supply.

**If the above criteria are met.*

How to pay...

Tenants are to pay the water charges the same way they pay their rent. A reference number can be found on the @ap-realty invoice provided. The property manager will invoice the tenant for any related water charges. You have 30 days to pay this invoice to @ap-realty.

Fixtures and structural changes

Fixtures are objects attached to, or installed in, the property.

Examples: picture hooks, locks, clotheslines, cable TV connections, window awnings, air conditioners, above ground pools and fencing, carpets, TV antennae, satellite dishes, ramps and grab rails (disability requirements).

Getting approval

The tenant can only attach a fixture, or make a structural change, if the property manager/owner agrees.

Requests for approval should be in writing, should describe the change and if the fixture will be removed. It can be included as a special term in the tenancy agreement.

Written agreement must detail the type of fixture to be attached/installed, and include any agreed terms:

- if the tenant can remove the fixture,
- if removal is agreed, when and how it is to be done,
- if there is damage during removal, how it will be repaired and if compensation will be paid,
- if removal is not agreed, compensation to the tenant for any improvement made to the property.

Tenant fails to get approval

If a tenant installs a fixture inside or outside at the property without written permission, the property manager/owner can ask them to pay to reinstate the property to the original condition, or they can keep it as an improvement to the property without reimbursement to the tenant.

Consent not given

The property manager/owner does not have to agree to the fixture if they give a good reason.

Example: the installation would cause too much damage to the property.

Responsibility for the fixture

If a fixture is attached or installed by the property manager/owner, it becomes part of the property and they must ensure it is in a good state of repair. If the tenant installs or attaches the fixture, they are responsible for maintaining it.

Troubleshooting

Plumbing leaks

A common problem in properties is water leaking from wet areas, e.g. bathrooms, laundries, kitchens, into adjoining rooms. A regular check for water leaks is advisable. If the carpet/floor is wet, advise our agency if there is a problem.

If the problem is a 'serious' water leak, this is classified as an emergency repair under the Legislation and the agency must be notified immediately.

Faulty switches or fans

Do not attempt to fix it yourself. Do not use switches. Contact our agency as soon as possible.

Hot plates and ovens

Check if power is connected or check power box for a tripped switch or blown fuse. Contact us to arrange for professional help. Oven timers play an important role with the operating function of ovens. Please ensure the timer is "ON" before reporting any issues that the oven is *not* working.

Hot water systems

If your supply of hot water is not hot or does not seem to last as long as it should, your hot water system may need topping

up. Locate the filler valve on the side of the hot water system and lift the floppy lever until water flows from the overflow. Repeat this process every few months. Otherwise, check... is the power switched on; has the power box tripped the switch or blown a fuse; or has your shower routine changed or increased (tank capacity and/or tariff rates will affect this). Remember in winter, efficiency of the tank is less than in summer and the water will cool quicker.

Note: Please follow the above procedure before requesting maintenance. If this does not rectify the problem complete a repair advice form. Remember a leaking hot water tap will cause poor supply of hot water and high electricity accounts.

Leaking toilet

Regular mopping and turning off the tap (water supply) between uses is adequate until the tradesperson arrives. Complete the repair advice form and send to our agency to arrange for a tradesperson.

Lights

Check power or fuse box. Ensure the power is on and the switch has not tripped. If problem is not remedied contact your property manager.

Troubleshooting continued...

Power

If your neighbours have also lost power contact your electricity supplier. Otherwise check your safety switch, which may have tripped. If so, reset the switch. If it trips again unplug all appliances from power points one at a time. Reset safety switch and plug in appliances one at a time until faulty appliance is located. If you have a fuse box check this for a blown fuse.

Note: If this does not rectify the problem notify our agency. Tenants will be required to pay for callouts where a faulty appliance belonging to the tenant has caused the problem. Tenants may also be charged a callout fee if no fault has been found.

Water eruption

Water bubbling out of the ground could be a serious problem and could lead to further complications. Phone our agency immediately as this is an 'emergency' matter.

Pool problems

- Water level is a priority and must be kept at a level to allow water to flow through the skimmer boxes at all times. Failure to do this could result in enormous expenditure **to you**.
- No metal objects are to be allowed in the pool as they could cause corrosion marks.
- No animals allowed in the pool as this creates a huge chemical imbalance.
- Ensure regular water testing for correct PH level to prevent mould/fungus forming in the pool.
- Vacuum at least once a week to keep pool clear of debris.
- Regular checks of the pump to ensure the motor is working correctly and efficiently (making funny noises could be a forerunner to a problem). Leaking or pooling water at the pump could mean a cracked casing and will need attention.
- Even if a pool is maintained for you, it is your responsibility to alert the agency if there are any problems.

Troubleshooting continued...

EMERGENCY MAINTENANCE

Emergency maintenance must be reported immediately.

**Please refer to the RTA 17a Information Statement
(the booklet in your lease pack).**

All emergencies must be phoned through to the agency as soon as possible and then formalised in writing.

GENERAL REPAIRS

All general maintenance must be put in writing using the repair request forms that are available from our agency or on our website www.ap-realty.com.au.

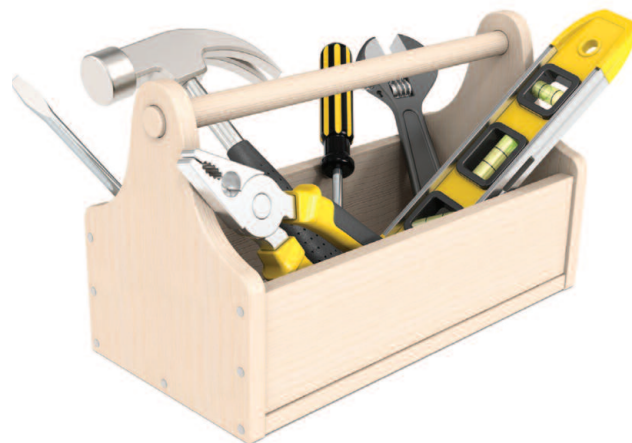
[illegible]

Reporting Maintenance in Writing

All repairs and maintenance must be formalised in writing and emailed or faxed through to our office.

Email: info@ap-realty.com.au

Fax: (07) 3372 0400



Photos and tenant's permission

Property managers conduct routine inspections up to 4 times a year and it is important that they take photos of property so the owner knows the property is being “cared for”.

Most of the photos will be generic and include grounds, external and internal shots. No photos will be taken of your personal belongings.

Photos are also required to report any faults or maintenance issues to the owner, e.g. mould on ceilings, overflowing gutters, etc.

@ap-realty may be required to take internal and external photos to display on their website, rental list, window card and brochures to promote the rental property to prospective tenants and/or buyers, if the lessor lists the property for sale.

By signing the Tenant Acknowledgement on page 26 of this booklet, the tenant agrees to the conditions mentioned above.



Quick reference guide

AGENCY INFORMATION

AGENCY NAME..... Asian Pacific Forest Lake Pty Ltd
t/a @ap-realty
PHONE (07) 3372 0400
1800 99 00 11
FAX..... (07) 3372 0444
EMAIL info@ap-realty.com.au

OFFICE HOURS

MONDAY to FRIDAY..... 8:00am – 5:30pm
SATURDAY 8:00am – 4:00pm

PREFERRED METHOD OF CONTACT

EMAIL: This is the most effective means of contact. Your property manager's direct email address appears on the business card provided or office email above.

APPOINTMENT: To see your property manager in person, always contact the office to make an appointment that suits you both.

TELEPHONE: If you don't have email or for emergencies contact our office by phone. Messages left will be returned as soon as it is possible to do so. The office does have an after hours message service.

DIRECT DEBIT:

Direct debit is the preferred method of rental payments. The Ref. No. must be as noted on the lease agreement. It is your responsibility as the account holder to increase the amount of the direct debit (if or when necessary) and cancel the direct debit authorisation at the end of your tenancy. As we are NOT the account holder, we CAN NOT change any direct debit authorisation.

KEYS, LOCKED OUT?

If you require extra keys for other family members this will be at your own expense. Any extra keys cut need to be handed in to the agency at your vacate.

Office Hours – you can collect our management set and return them to our office within the hour. Identification will be required.

After Hours – contact a locksmith at your own expense. @ap-realty will not be able to assist after hours.

EMERGENCY REPAIRS:

Emergency repairs include such situations as:

- Burst water service
- Gas leak
- Serious roof leak
- Blocked or broken toilet
- Fault/damage likely to cause injury
- Electrical shock/fault

PHONE @ap-realty TO REPORT THESE TYPES OF SITUATIONS IMMEDIATELY.
If after hours, leave a detailed message of the situation and refer to the emergency contact numbers listed in the General Tenancy Agreement.

Tenancy disputes

Should a dispute occur at any stage during the tenancy, it is important to remember to be patient and try to see the lessor/property manager's point of view – this may resolve the matter more quickly. Often, tenants and lessors can resolve disputes by referring to their rights and responsibilities as set out in the Residential Tenancies and Rooming Accommodation Act.

If however, the dispute continues, the RTA's dispute resolution service can usually assist. A request for dispute resolution can be made by lodging a RTA Form 16 – Dispute Resolution Request with the RTA. If the parties cannot reach an agreement with the help of the RTA, an application can be made to the Queensland Civil and Administrative Tribunal.

For more information regarding tenant rights and responsibilities, visit the Residential Tenancies Authority website, phone 1300 366 311 or refer to a REIQ accredited agency.

Communication is the key – if you have any issues or don't understand anything which relates to your tenancy agreement for the rental property, just call your property manager or email info@ap-realty.com.au.



Ending a tenancy

How a tenancy agreement with the lessor/property manager ends will depend on the type of tenancy that is currently in place. Vacate/exit information packs are available from our agency – simply contact the property manager on info@ap-realty.com.au.

Fixed term tenancy termination

For a fixed term tenancy, the tenant is required to give the lessor/property manager a **minimum of 14 days notice** and this is done by completing a RTA Form 13 – Notice of Intention to Leave. This minimum 14 days notice cannot end at any time prior to the fixed term tenancy expiring. A lessor/property manager is required to give a minimum of two months notice to the tenant should they wish to end the tenancy. This notice is given by issuing a RTA Form 12 – Notice to Leave.

Vacating before your fixed term agreement is up?

If a tenant wishes to vacate a property prior to the expiry of a fixed term agreement, this is commonly referred to as a 'break lease' situation. The tenant is liable for rent up to the expiry date of the agreement or when a suitable tenant is found and takes occupancy of the property, whichever is the earliest. A tenant may also be liable for additional costs in this type of situation, commonly a break lease fee and costs of advertising (one week's rent + GST) plus \$270 REA signage.

If you have to vacate the property DURING your tenancy, contact your property manager immediately and make an appointment at which time the property manager will advise you of your obligations during this process. You are responsible for the RENT and property upkeep until a replacement tenant is secured or until your lease EXPIRES. (Costs incurred – refer to your General Tenancy Agreement.) It is in your best interest to allow the agent times for Open for Inspections to assist in a speedy re-let.

Periodic tenancy

For a periodic tenancy, the tenant is required to give the lessor/property manager a **minimum of 14 days notice** and this is also done by completing a RTA Form 13 – Notice of Intention to Leave. This notice can be given to the lessor/property manager at any time as there is no end date to a periodic tenancy. A lessor/property manager must provide the tenant with a **minimum of two months notice** should they wish to end the tenancy. This notice is given by issuing a RTA Form 12 – Notice to Leave.

The only time a lessor/property manager is able to give a

Ending a tenancy continued...

tenant a shorter notice period is if the tenant is on a periodic tenancy and the property has been sold. In this circumstance, the lessor/property manager can provide a **minimum of four weeks notice**. This notice is given by issuing a RTA Form 12 – Notice to Leave. Please note, a tenant must have previously been issued a Form 10 – Notice of Intention to Sell Premises at the time the property was listed for sale.

Handing over the keys

Once a tenant has vacated a property, they will be required to **return all the keys and remote controls** obtained at the beginning or during the tenancy to the agent along with a copy of the RTA Form 14a – Exit Condition Report and any receipts for carpet cleaning and/or pest control that may be required.

The tenant should provide the property manager with their forwarding address and any alternate contact details when handing in the keys and Exit Condition Report to help with the vacating process. A property manager has three business days in which to conduct the vacating inspection. Although common practice is that the property manager will conduct this inspection as soon as practicable.

The agency can generally supply the tenants with preferred businesses to assist with preparing the property for the exit inspection (carpet cleaners, pest control, professional bond cleaners, removalists, gardeners, handymen, etc).

If the lessor/property manager finds that there are things that need further addressing by the tenant after the inspection (cleaning, lawns, repairs, etc), @ap-realty will organise this work and deduct from the bond.



Ending a tenancy continued...

Getting your bond back

A bond refund will be given at the end of the tenancy as long as no money is owed to the property owner/manager for rent, damages or other costs. You can apply on, or after, handover day to have your bond money returned. You need to provide the RTA with your contact details, forwarding address and bank account details to receive your bond refund. Bonds can only be refunded into Australian bank accounts.

If you and the property owner/manager agree on the refund amount...

You and the property owner/manager must sign the *Refund of Rental Bond* (Form 4) and submit it to the RTA either via their website or by post. The RTA will refund the bond directed within a few days.

If you and the property manager disagree...

You or the property owner/manager can submit a bond refund form. The RTA will then send the other person a *Notice of Claim* and the option to submit a *Dispute Resolution Request* (Form 16). If the RTA does not receive a completed Form 16 within 14 days, the bond will be paid out, as directed, by whoever first lodged the bond refund form.

If they do respond, the RTA dispute resolution service will try to help resolve the disagreement. If agreement is reached, you and the property manager sign the bond refund form and the bond is paid out as agreed.

If agreement is not reached, the person who lodged the dispute resolution request form can apply to QCAT for a decision. They must do so within 7 days and notify the RTA in writing of the QCAT application within the correct timeframe.

If no QCAT application is lodged within 7 days, the RTA will pay the bond as directed by the person who first lodged the bond refund form.

Visit qcat.qld.gov.au for more information.

Tenant Acknowledgement



By completing this confirmation, the tenant/s acknowledge having received this information guide on or before the commencement of the Tenancy Agreement; agree to our agencies' requirements; have received a copy of the Entry Condition Report, Bond Form, keys and remote, and USB containing dated photos of the property.

TENANT'S NAME	SIGNATURE	DATE
1.		
2.		
3.		
4.		

@ap-realty AGENT'S NAME	SIGNATURE	DATE

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