



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 and water charging.
- 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 – 30-60 minutes is required for the lease sign up and entry induction (during business hours).
- 6 Utilities** – it is your responsibility to confirm that services are working and accounts are in your name before your move in date. Electricity, gas and phone can all be connected online – all major suppliers are easy to find on the internet. The most popular is ORGIN 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.

# 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 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.

## 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.

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



### 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 on 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. They will 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.**
- **Pets** – 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. **All pets must be approved by the owner.**

## Looking after your rental property continued...

- **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](http://www.ap-realty.com.au) or email [info@ap-realty.com.au](mailto: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](mailto: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: Asian Pacific Forest Lake Trust Account

BSB: 124 054

Account Number: 20 709 520

Reference Code:

## MONEY ORDER / BANK CHEQUE

Pay to: Asian Pacific Forest Lake 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 to always be paid 2 WEEKS IN ADVANCE.**

## BANK DEPOSIT – BANK OF QUEENSLAND

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

## EFT – EMERGENCY ONLY

@ap-reealty 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:

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

**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

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 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.

Property inspections continued...

## Tenant action required

We appreciate your help by promptly advising us of problems found whilst residing at the property. However, before each planned inspection we ask tenants to action the following:

- Please complete the form we send you with the Entry Notice RTA Form 9 and leave it on the kitchen bench for our attention on arrival.
- It is important that **before** each planned inspection date, tenants test the Safety Switch for the Power Circuit on the main power board and tenants arrange (if applicable) for the cleaning and testing of smoke alarms. Please record the result of the tests on the form provided (e.g. SAFETY SWITCH TESTED OK: YES /NO Test date \_/\_/\_)

We ask tenants to perform the Safety Switch Test, so household items can be reset personally (e.g. electronic time settings).

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 clean and test 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.**



# Can I have a pet?

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 explicit 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.***



# Safety switches

The tenant/s agree to test the safety switch if installed for the power circuit on the power board every 3 months.

## 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.*

## 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.**

***There is a call out fee if you have a faulty personal appliance that keeps tripping the safety switch.***

# 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](http://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. If direct debit, use the Ref No. provided on the @ap-realty lease agreement. The property manager will invoice the tenant for any related water charges.



# 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, sponge and dry area thoroughly and check again after use. 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**

Check if power is connected or check power box for a tripped switch or blown fuse. Contact us to arrange for professional help.

## **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 please 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 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 not remedied contact your property manager.

## Troubleshooting continued...

### Power

If your neighbours have also lost power contact your electricity supplier. Otherwise check if you have a safety switch, which may have tripped. If so, reset the switch. If it trips again unplug all appliances from power points. 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 tenants has caused the problem.***

### 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](http://www.ap-realty.com.au).

**REPAIR REQUEST** 

**TO LOCATE REPAIR REQUEST FORM**

**LODgement DETAILS**

**PROPERTY ADDRESS**

**PROPERTY NUMBER**

**TYPE OF REPAIR OR MAINTENANCE**

**COMPLETES IF APPLICABLE**

**REPAIRER INFORMATION**

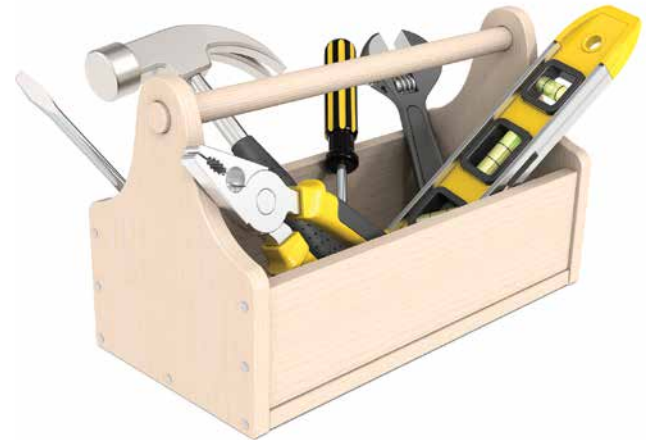
**AGENT USE ONLY**

## 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](mailto: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.

## OTHER INFORMATION

**CONDITION REPORT:** Complete, SIGNED BY ALL TENANTS and return to our office within 3 DAYS OF THE LEASE COMMENCEMENT DATE as required by the Residential Tenancies and Rooming Accommodation Act.

**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.

**INSURANCE:** We advise ALL TENANTS to insure their own contents as they are NOT covered under the lessor's policies.

### KEYS, LOCKED OUT?

**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.

**GENERAL REPAIRS AND MAINTENANCE:** All general repairs and maintenance must be forwarded to our agency in writing so we can act accordingly. Provide as much information as possible of the repairs needed as well as access authorisation for the repairs to be done. Repair Advice Forms are included in this folder and available for download on our website [www.@ap-realty.com.au](http://www.@ap-realty.com.au).

## Quick reference guide continued...

**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.**

**PROPERTY INSPECTIONS:** The property is inspected by our qualified property manager 3 or 4 times per year. You will be notified in writing 7 to 14 days prior. Owners are encouraged to attend those inspections.

**MOVING OUT:** Two weeks' notice in writing is required if you intend to vacate on the lease expiry date or after that date. The prescribed form is provided for you to complete.

**PARKING OF CARS:** All cars, motorbikes, trailers, campervans, caravans, boats and trucks are to be parked in designated parking areas ONLY. Do not park on front lawn areas, or on Body Corporate designated common areas (where applicable). It is the tenants responsibility to repair any damage done when parking cars etc in such areas. Oil stains on driveways or damaged/dead lawn is the tenant's responsibility to make good before vacating the property. To avoid such damage we recommend the purchase of a drip tray.

**POT PLANTS:** It is recommended that pot plants are raised off the carpet or outside areas to avoid water damage or staining.

**ELECTRONIC TRANSMISSION:** It is agreed by signing this document consent is given to receive any documentation relevant to the tenancy by electronic communication methods such as email or facsimile. Also, the method of receiving advice or notification by SMS is accepted.

**POOLS AND POOL FENCING:** DO NOT MAKE THE ASSUMPTION THAT YOU ARE ABLE TO INSTALL/ERECT A POOL OF ANY TYPE AT THE PROPERTY.


If you wish to have a pool of any size, it may require fencing due to Legislation. You must first seek permission from the lessor in writing for the pool. If permission is granted, it is then the responsibility of the tenant to ensure that ALL fencing requirements are met in accordance with relevant legislation. We recommend you contact the Queensland Government and your local Council for further information.

# Tenancy disputes

Should a dispute occur at any stage during the tenancy, it is important to remember that being patient and trying to see a lessor/property manager's point of view 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](mailto: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).

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 maintenance until a replacement tenant is secured or until your lease EXPIRES. (Costs incurred – refer to your General Tenancy Agreement.)

## 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 tenant a shorter notice period is if the tenant is on a periodic tenancy and the property has been sold. In this circumstance,



## Ending a tenancy continued...

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** 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.

A tenant has the right to be present at the vacating inspection but it is strongly recommended that a tenant pre-arranges this with their lessor/property manager prior to handing in their keys. If the lessor/property manager finds there are any things that need addressing by the tenant after this inspection (some cleaning still required, maintenance or damages caused by the tenant) they must give the tenant a reasonable time to address these issues.

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).



## OUR MISSION

*To serve as a window for real estate in South-East Queensland in an environment of integrity and shared values that enables our team to achieve excellence in pursuit of their professional goals*

## OUR VALUES

*Demonstrate a daily commitment to a culture of compliance, respect and fiscal responsibility*

## OUR VISION

*To be the "Model" real estate agency in every market where we are represented*



# 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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