

Terms and Conditions

Rent Payments

You as the tenant agree that it is your responsibility to pay the rental amount by the due date as stipulated in the General Tenancy Agreement. Red Circle Real Estate will offer you the following payment methods:

- **Direct Deposit** – you will be assigned a DEFT card with your individual reference code to make payments.
- **Cheque** – if a cheque is dishonoured, or for any reason attracts charges from the bank, then you as the tenant will be responsible and agree to pay those fees and charges.

Cash payments are not accepted into the office. Please keep in mind that no cash is kept on the premises at Red Circle Real Estate.

Rental Arrears Procedure

The agency has a **ZERO TOLERANCE** policy for rental arrears.

If for some reason you believe that you will not be able to make a rent payment by the due date, it is imperative that you contact the office so that we can discuss this with you. Keep in mind that should you fail to make rental payments we will action our arrears procedure as per the Residential Tenancy Act. Our arrears procedure is as follows:

3 Days Behind	Courtesy SMS Text Message or email is sent out as a reminder
5-7 Days in Arrears	Courtesy phone call
10 Days in Arrears	Warning SMS Text message, phone call or email. Confirmation of occupancy.
15 Days Behind	A Notice to Vacate (RT Form 3), sent by registered post, providing 14 days notice to vacate
18 – 20 Days behind	If tenant fails to vacate, An Application to VCAT for a Possession Order will be made.
4 weeks behind	VCAT Hearing - order given to pay and usually Warrant of Possession granted, to be exercised by local police.

Routine Inspections

A Property Manager will be inspecting the premises within the first three (3) months of your tenancy, and each six (6) months from then, to ascertain the condition of the property and grounds and will be taking photographs and recording information which will be provided to the owner. Casual drive-by inspections will also be conducted monthly to ensure the condition of the lawns and gardens are up to standard.

You will be notified of inspections via mail within the required notice period as set out by the Residential Tenancy Authority (between 1 - 7 days notice). The inspection dates and times will not be changed, you are not required to be present for the inspection as we have a set of office keys to gain access to the property, however we do invite you to attend if this fits into your schedule. Keep in mind that you will always receive the notice and are required by law to permit access.

Maintenance and Repairs

The Residential Tenancies Act states the difference between Urgent and Non-Urgent Repairs, but to easily clarify the procedures and timeframes, they are outlined below in three (3) categories of urgency for repair works on a property.

- Urgent Maintenance
- Priority Maintenance
- Routine Maintenance

Red Circle Real Estate

Ph: (03) 5333 7773

Email: ballarat@redcirclerealestate.com.au

326-328 Sturt Street, Ballarat VIC 3350

All priority and routine maintenance requests need to be made in writing. Maintenance request forms can be downloaded from the business website: redcirclerealestate.com.au, you will also receive two (2) copies in your tenancy pack when you move into the property. Maintenance request forms can be emailed, faxed or posted to Red Circle Real Estate.

Clarification of the type of maintenance requests are as follows:

URGENT MAINTENANCE

This category includes situations that could lead to death or injury to persons, endanger health or cause serious and extensive damage to the property, such things include:

- Fire
- Gas leaks
- A dangerous electrical fault
- Burst water pipes within or outside the building
- A blocked or broken lavatory service (health hazard)
- A serious roof leak
- Flooding or serious flood damage
- Serious storm or impact damage
- A failure or breakdown of the gas, electricity or water supply to the premises
- A failure or breakdown of an essential service or appliance on the premises for hot water or cooking
- A fault or damage that makes the premises unsafe or insecure
- Securing a dwelling after forced entry
- A serious fault in a staircase, lift or other common area of premises that unduly inconveniences a resident in gaining access to, or using, the premises

Action by tenant:

IN OFFICE HOURS: Should any of the above situations occur during office hours, you should contact Red Circle Real Estate immediately to report the maintenance request.

AFTER HOURS EMERGENCY: For urgent maintenance that cannot wait until the next business day, contact the emergency number as outlined in the tenancy agreement.

RESPONSE TIME: A maintenance request will be attended to within 1 to 4 hours, depending on the assessed urgency.

N.B. After-Hours work is very expensive and, wherever possible, you should wait until the job can be done within normal working hours. You will be responsible for the full cost of repairs if damage is found to be caused by yourself or your visitors.

PRIORITY MAINTENANCE

Priority repairs and maintenance concerns all situations that may cause serious inconvenience to you as the tenant for more than one day, such as:

- Blocked drains
- No hot water
- Broken windows (if not a security threat)
- Faulty locks
- No lighting or power to power points

Action by tenant:

IN OFFICE HOURS: Should any of the above situations occur during office hours then fill in a maintenance request form and forward it to Red Circle Real Estate.

AFTER HOURS: These situations are not considered an emergency, you should call the following business day and are aware that you are to cover the costs for call out fees if you ignore this instruction.

RESPONSE TIME: A maintenance request will be attended to within 24 hours

ROUTINE MAINTENANCE

Routine maintenance includes situations that may cause inconvenience to a tenant or, in the long term, affect the value of the property i.e.:

- Internal doors sticking
- Leaking taps/washers
- Leaking gutters
- Fence repairs

Action by tenant:

You should always contact Red Circle Real Estate Property Management for all routine maintenance requests during regular office hours (Monday to Friday) by filling in a maintenance request form and forwarding this to the office.

RESPONSE TIME: A maintenance request will be attended to within 48 hours.

OTHER IMPORTANT THINGS TO KNOW: After hours maintenance requests will only be actioned by the afterhours Emergency Service if the request is a true emergency. Red Circle Real Estate staff will NOT book any maintenance afterhours unless it falls within these guidelines.

Caring For The Property

The tenant is responsible for caring for the property whilst living there and must:

- Keep the premises reasonably clean.
- Not cause damage and must notify us of any damage as soon as possible.
- Ensure you and your visitors respect your neighbours' rights to privacy, peace and comfort. □
Ensure the property is not used for any illegal purpose.

If something is broken or damaged, the tenant should not try to make repairs. You must advise us about it as soon as possible and discuss how repairs should be made. If the tenant or their guest caused the breakage or damage, they will be required to pay for the repairs.

For more information visit: www.consumer.vic.gov.au

As the tenant you are responsible for leaving the property in the same condition and working order as it was at the start of the tenancy.

Lawns and Gardens

The tenant agrees that the lawns, gardens, paving and garden edges are to be kept in a neat and tidy condition. Rubbish is not to be left on the property.

Smoking

As the tenant you agree that neither you nor visitors to the property will smoke inside the premises. If professional cleaning of curtains/blinds and carpets, and/or painting of walls needs to be done due to you breaching this condition, you as the tenant agrees to incur the expenses.

Pets

Some property owners do not allow tenants to have pets. Tenants may keep pets on the premises only if the General Tenancy Agreement states that for item 16.1 that pets are approved. If you have written approval for pets it is a condition during your tenancy that when you vacate you agree to have any damage to the home or grounds (including replacement of carpet if necessary) restored to their original condition.

Pest control for inside of the premises will be carried out, with written receipt given to the agent. This could affect your bond. You as the tenant have the total responsibility for any animal on your property (whether you have obtained approval or not) should it cause any damage or injury to another or their belongings.

If during your tenancy you wish to get a pet you MUST seek approval first. If a pet is found at the premises with no approval then you will be in breach of your General Tenancy Agreement and remedy notices will be issued to you from Red Circle Real Estate Property Management, if you do not remedy the breach then the eviction process will begin.

Smoke Alarms

The smoke alarms have been checked and are in working order. We will also test these alarms, according to the manufacturer's instructions, every 6 months to ensure that the alarms are operational. We ask that the tenant follows these guidelines:

- Replacing batteries in alarms when batteries are flat or nearly flat.
- Cleaning alarms at least once every 12 months (for tenancies 12 months or longer).
- As soon as possible when an alarm fails or is about to fail and/or needs replacing for a reason other than batteries failing.
- No interfering with smoke alarms. At no time can a tenant remove or relocate the smoke alarm or do anything to interfere with the alarm's warning sound. At no time should the tenant remove the batteries unless they are replacing them.

Light Bulbs

In accordance with the tenant being responsible for leaving the property in the same working order as they entered the property the tenant agrees that they are responsible for the replacing light bulbs when they no longer work to the amount of no more than \$5.00 each.

If a light bulb is more expensive than \$5.00 due to it being a fluorescent globe or another type of expensive globe then a maintenance request form is to be filled in and forwarded to their property manager. If light bulbs have not been replaced at the end of the tenancy the amount will be deducted from the bond.

Gas

If gas bottles are installed at the premises, upon vacating the property a receipt must be shown to indicate full bottles.

Parking of Cars

You as the tenant agree that ALL cars, bikes, boats, trailers, van and any other type of vehicle is parked in the designated parking areas. It is prohibited to park on ANY grassed areas. If a vehicle leaves oil or stains on driveways or paving then it is your responsibility to remove them and to take action to prevent them reoccurring.

Local laws also prohibit parking on the footpath and nature strips and fines do apply.

Pools

If applicable. The tenant agrees that the pool and equipment is to be kept in a hygienic, safe and well maintained condition. The tenant is to have the condition of the water in the pool tested every four (4) weeks

(Written proof must be maintained by the tenant), unless otherwise stipulated in the General Tenancy Agreement. If the pool is not maintained, the tenant agrees to pay the cost associated with rectifying the problem that has been caused by their neglect.

Carpets

If applicable. You as the tenant agree to care for the carpet by having it professionally cleaned every twelve (12) months and at the end of your lease and tend to stains and marks immediately before permanent damage is done. You are required to show evidence of the cleaning performed in the form of an invoice.

Paintwork on Walls

As the tenant you agree that you will NOT put hooks, nail, screws, tape, blutac, tacks, staples, glue or any other product on any surface of the property without permission from the agency. Repainting of walls and/or filling of holes etc. will be at the tenants' expense.

Indoor Plants

The tenant agrees that all pots shall be raised off the floor to ensure that the floor and/or carpet cannot be damaged by the water. Any damage caused due to you breaching this condition, you as the tenant agrees to incur the expenses.

Air Conditioners

The tenant agrees that if there are air-conditioners installed in the property they are responsible for regularly cleaning the filters and replacing batteries in the remotes. The tenant accepts full liability for repair or replacement of the air-conditioners if they fail to do this.

Hot Water Systems

The tenant acknowledges that they are responsible for filling the hot water system if required. Making sure they lift the valve on the side of the unit every three (3) months or when needed and accepts liability for repair or replacement of the hot water system due to the pressure valve not being released.

Water Usage

This will be outlined in the General Tenancy Agreement. If it states 'Yes' then the property has been made water efficient in line with current legislation and you as the tenant agree are responsible for paying for all water used at the property.

If there is a number of KL stated then you as the tenant agree and are responsible for paying for all water in excess of that amount.

Insurance

You as the tenant are responsible to have contents insurance to cover your belongings and furniture.

Doors and Windows

As the tenant you are to lock all of the windows and doors upon leaving the property so as to conform to insurance laws. This is for your insurance protection as well as the owners. Do not remove the fly screens, if they are faulty, please notify us by lodging a maintenance request form.

Keys

The tenant agrees that they are to return all of the keys that are given to them at the start of the tenancy when they vacate the property. Any costs incurred in replacing missing keys will be at the cost of the tenant.

A photocopy of all of the keys will be signed by the tenant at the beginning of the tenancy.

At no point during the tenancy is the tenant allowed to re key the property. If this is done without permission for

any reason they are to provide the agency with a whole set of keys for the property and at the end of the tenancy provide our agency with an additional two sets of keys.

Bond (Part Payments)

The tenant agrees that should the rent increase as part of your Special Terms or due to a Lease Renewal you are liable to make a part payment of bond transaction to keep the bond amount equivalent to four (4) weeks rent. You have one (1) month from the date the lease is handed back to you to pay the extra amount. If the amount isn't paid during the allowed period it will be taken out of your next rent payment from the expiry of the one (1) month period.

Rent Reviews

Rent reviews will be performed every six (6) months or at the expiry of the lease the rent will be increased if the market determines an increase is due in accordance with legislation. Your rent cannot be increased during your tenancy if it has not been outlined in the General Tenancy Agreement.

Signs

As we have been advertising your property for rent there may still be 'For Rent' signs there when you move in. Do NOT remove them as supplier will come to collect them as soon as possible. If they have not been collected within seven (7) days of you taking possession of the property, we would appreciate it if you would give us a call.

Breaking Your Tenancy Agreement

If for whatever reason you as the tenant need to break the Tenancy Agreement then you MUST contact us immediately so that we can begin the 'Lease Break Procedure' and find a replacement tenant as soon as possible.

The tenant agrees that they will be responsible for the following costs in the event of a Break Lease:

- Rental payments up to the time that a new tenant takes over the lease or at the end of the original agreement, whichever comes first.
- New letting fee equivalent to one (1) weeks rent – to cover the owners' costs in finding a new tenant
- Having the carpets professionally cleaned in accordance with current legislation and provide the invoice as evidence to the office.
- Any other costs that result in damage to the property that was caused by you or visitors
- Any costs incurred to get a professional cleaner to clean the premises if you have not left the property in a good, clean and tidy condition which meets the agents' satisfaction (and in reasonable amount of time)

Giving Notice

You as the tenant agree that you will give the correct written notice if you decide not to renew your lease. This is to be on the correct form which is available on our website www.redcirclerealestate.com.au. The tenant understands that all rent must be paid up to the end of the lease, if the keys are handed back after this date the tenant is responsible for the rent for that period.

Vacating

You as the tenant agree that if you have not left the property, inside and outside, in a good, clean and tidy condition which meets the agents' satisfaction (and in reasonable amount of time), the agent will engage a professional to bring the property up to the standard required and that you will be responsible for the costs incurred to do so.

End of Tenancy

Red Circle Real Estate Property Management will provide you with a Vacate Pack together with an Exit Condition Report to be completed by the tenant within two (2) weeks of the vacate date. At the end of the tenancy, the tenant will be responsible for returning the property to its original condition.

You will need to return the Vacate Pack with the completed checklist (keys, invoice for carpet clean and completed flea treatment performed by a professional if you have had a pet). 'Do it yourself' machines for carpet cleans or pest control will not be accepted. If these works are conducted by a supplier other than those recommended by our agency and the work is not satisfactory, the tenant may be liable to pay further cleaning charges.

Contact Details

If any of your contact details change such as home number, mobile number, employment details etc then the tenant must supply the agent with new that information immediately.

Problems

If at any time you feel dissatisfied with our service or you believe that we could improve our services in any way then please put your complaints or suggestions in writing and we will endeavor to rectify the situation within seven (7) working days.

Declaration

I declare that I have read and understand the terms and conditions as outlined in this booklet and I understand that these terms and conditions will form part of the General Tenancy Agreement.

Applicant 1 Signature:	Date:
Applicant 2 Signature:	Date:
Applicant 3 Signature:	Date:
Applicant 4 Signature:	Date:
Applicant 5 Signature:	Date: