



Tenant Information Guide

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Thank you for choosing to rent with

ES Real Estate

When moving into your new home, there is so much to organize and remember, it can be very easy to forget about the minor details that help make your tenancy a problem-free and enjoyable one.

This document aims to provide you with some useful information to assist you during your tenancy with our office.

Please make sure you read over this booklet in detail as it has helpful hints to ensure your stay in your new home is an enjoyable experience

TENANT RESPONSIBILITIES:

- ❖ Communicate with your Property Manager. Let them know if a rent payment is to be late, if damage has occurred, or, if something isn't working. Full communication and disclosure will help your tenancy run smoothly.
 - ❖ Never stop paying your rent. Failure to pay rent can affect your rental history, applying for a mortgage, and the chances of success in any Tenancy Tribunal case and will not speed up repairs or resolve any issues.
 - ❖ Comply with the terms of your Tenancy Agreement. Never make alterations, keep a pet or let other people move in without seeking written permission from the Property Manager first.
 - ❖ If the property has a pool or garden, make sure you are very clear about the expectations or tenancy conditions around who is responsible for ongoing maintenance.
 - ❖ If the end of a tenancy is approaching and you wish to extend the current agreement, please contact your Property Manager as soon as possible to advise them of your interest. The same applies if you do not wish to renew your tenancy.
- Occupancy:** Only the people listed on the Tenancy Agreement are permitted to reside at the property on a permanent basis. If a tenant on the agreement wishes to move out, you must notify your Property Manager right away.

Maintaining your new home.

Reporting Maintenance

If you have an emergency repair, please contact your Property Manager straight after sending your maintenance request to ensure it gets actioned straight away. If you have an emergency repair after hours, please refer to Page 2 of your Tenancy Agreement to phone after hours Trades.

Outside your home

GROUND AND GARDENS:

Refer to your signed Tenancy Agreement or Property Manager for clarification on this if you are unsure, however unless you have been advised that this responsibility is not yours it is safe to assume that as the tenant, you are responsible for maintaining the grounds, lawns, and gardens etc., so that these are always kept in a reasonably clean and tidy condition.

To prevent moisture build-up from the interior of the home it is desirable to have a balance between adequate heating and ventilation. The interior temperature should ideally be between 18-22 degrees for comfort.

The general rule is ventilated little and often, rather than in short vigorous bursts. Window glass is a good guide, if it starts to show more than the minimum of condensation, the windows should be open a little further.

MOULD AND MILDEW:

Mould and mildew are invariably present in many households, and its removal and containment are the tenant's responsibility. There are three conditions that must be present for the growth of Mould:

- ❖ Mould Spores
- ❖ A surface with sufficient food source to maintain life
- ❖ A source of moisture

Inside your home

PREVENTING MOULD:

- ❖ Open the windows and doors when you are home
- ❖ Open windows and use an extractor fan for steam to escape when cooking and bathing
- ❖ Open curtains early in the morning and close them when the sun goes down
- ❖ Do not put damp clothes or shoes in a wardrobe
- ❖ Keep lids on pots when cooking
- ❖ Wipe condensation off walls and windows
- ❖ Hang washing outside to dry when possible or use dryer
- ❖ Use electric heaters rather than gas
- ❖ Smoking inside the property (including common area & garage) is prohibited
- ❖ No naked flames such as lit candles inside the property.

REMOVING MOULD:

To protect your health, remove mould as soon as it appears. You can use diluted household bleach as well as a sponge or cloth when washing off mould and rinse it often to reduce the risk of it spreading.

Please keep pot plants outside where possible. If pot plants are placed inside, please check with your Property Manager first, and preferably in writing to ensure you do not breach your Tenancy Agreement.



Pot plants placed on hard surfaces may leave a circular indent, stain or damage surfaces and pot plants placed on carpet areas run the risk of rotting or damaging the carpet underneath.

PEST CONTROL/INFESTIONS:

If you have pest infestation problems, you should consider whether there are cleanliness issues to address that may be causing the problem. If the cause does not appear to be related to cleanliness you could discuss the problem with your Property Manager as soon as possible to determine if eradication or fumigation is necessary. Tenants have an obligation to keep the premises reasonably clean and tidy. Infestations that can be attributed to a lack of cleanliness may be your responsibility to remedy. In these cases, your Property Manager could see for the fumigation work to be done and for you as the tenant to be charged. Ensuring your property is clean will do a lot to keep the rats, and mice away as well as making sure there is no food source or somewhere for them to nest - steel wool is good for blocking up any mouse hole you may find.

Please ensure food debris/crumbs are thoroughly cleaned off from the benchtops/cooktop/cabinet and the floor, and throw away any food containers/packets, all the food are sealed completely to remove any potential food sources/grease for the cockroaches.



Insurance

Although the landlord is responsible for insurance relating to the property itself, they are not responsible for insurance of tenant's possessions. It's important to ensure your contents are protected if something were to happen at the property. We offer an option to insure contents in the home as well as away from the home. What many tenants don't know is they can also be covered for legal liability, protecting them if an event were to endanger a guest or domestic helper at the home. If your belongings become damaged or destroyed by an event affecting the owner's property (such as a fire, storm damage, flooding power outages etc.) your possessions are not insured by the owner. For example:

- ❖ An electrical fault in the building starts a fire and the property is destroyed. Your possessions will not be covered by the owner's insurance.
- ❖ You are away on holidays and an electrical fault causes a power outage in the building, and then you return home to find your fridge/ freezer goods spoiled. The owner's insurance will not cover your fridge/ freezer goods
- ❖ A storm blows a tree onto the house and in the process, your belongings are damaged. The owner's insurance will not cover your possessions.

Therefore, we recommend all tenants take out their own contents insurance, as well as a rental insurance policy (or liability insurance), that will cover you for any possible damage caused to the property

UTILITIES:

It is the tenant's own responsibility to set up a utilities account (gas, phone, power, internet etc) and these must be under your own name. Remember to close these accounts after the vacate inspection has been carried out.

PAINTING, DECORATING, RENOVATING:

If you wish to make any changes to the property including but not limited to decoration, painting, or renovation, you must obtain written permission from the Property Manager before any work commences.

PICTURE HOOKS:

If you wish to install any new picture hooks, you will need to seek permission in writing from your Property Manager. Blu-Tak, like hooks can cause damage or leave an oily residue which does not disappear with repainting.

SWIMMING POOL:

If the property has a swimming pool or outside spa, the tenant acknowledges full responsibility to maintain, clean & provide appropriate chemicals for the correct use of the pool, unless stated otherwise in the lease. The tenant is also responsible for making sure the gate is always closed.

CAR, CARAVAN & BOAT PARKING:

Tenants are to park only in their designated areas that form part of their Tenancy. Please ensure that cars are not parked on grass verges or lawns and do not block shared driveways. Cars that are not warranted, registered or running are not permitted to be parked on the premises.

PETS AND ANIMALS:

Pets may only be kept at the property if you have first received written permission from your Property Manager, or it is allowed for in your Tenancy Agreement. Failure to do so will put you in breach of your Tenancy Agreement and could affect your ability to continue living in the property.

FLEA FUMIGATION:

If any pets have been kept at the property, flea fumigation, inside and out must be done and a receipt handed to our office prior to the final inspection being carried out.

DAMAGE CAUSED BY YOUR PETS:

If your approved pets are causing damage to the property whether it be to the home or to the yard, you will need to ensure this is repaired to keep the property in the same condition as per your Entry Condition Report. If damage is substantial, you could be issued a breach or dispute resolution to ensure you make the necessary repairs to bring the property back into the original condition.

DAMAGE TO THE PREMISES:

It is the tenant's responsibility to care for the exterior and interior of the residence, including the gardens if this is apart of your Tenancy Agreement. You are required to contact your Property Manager right away if you become aware of any damage that has been caused to the property.

WATER RATES:

WHAT ARE THE MINIMUM CRITERIA FOR CHARGING?

Lessors can pass on the full water consumption charges and State bulk water charge to tenants if:

- ❖ The rental premises are individually metered (or water is delivered by vehicle)

Smoke Alarms Policy

Both tenants and lessors have the responsibility for smoke alarms in their rental properties.

Tenants' obligations for smoke alarms	During the tenancy
Testing alarms	At least once every 12 months and according to manufacturer's instructions (for tenancies 12 months +)
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)
Advising lessor of any failing alarms	As soon as possible when an alarm fails or is about to fail and/ or needs replacing for a reason other than batteries
Not interfering with smoke alarms	At NO time can a tenant remove or relocate the smoke alarm or do anything to interfere with the alarm warning sound. At NO time can the tenant remove the batteries unless replacing them



Routine Inspections

Routine property inspections generally occur every four months, no more than four times per year. These inspections are a requirement under most Landlord Insurance Policies and your Property Manager is required to provide at least 7 days' notice, in writing, prior to any inspection.

Due to time constraints, it is not always possible to alter an inspection time and your Property Manager is not obliged to do so. You are not required to be present for any inspection however you are most welcome to if you wish to discuss any issues around your tenancy.

To ensure your routine runs smoothly, the following cleaning guide will ensure that the property is being well looked after. If there are any issues found on the day, the Property Manager will advise you and leave you a note.

WHAT TO CLEAN (INSIDE YOUR HOME):

- ❖ Walls: clean off any dirty marks, remove scuff marks, food marks etc.
- ❖ Ceilings: remove any cobwebs and fly spots
- ❖ Ceiling mould: clean off (found in wet areas and sometimes in bedrooms)
- ❖ Light fittings: clean off dust and remove any dead insects - check all bulbs are working and replace those that are not
- ❖ Ceiling fans: Wipe fan blades and fittings to remove dust

- ❖ Skirting boards: wipe down with a damp cloth to remove all dust
- ❖ Doorways/ Doors: wipe off finger marks and any other removable marks
- ❖ Windows: Clean inside and out including sills and runners (removing dust build up and dead insects) - vacuum cleaner and paint brush can do wonders here
- ❖ Stoves: clean stove top, control display, knobs, any pull out or in-built drip trays and inserts, oven bottom, roof, and walls
- ❖ Kitchen rangehood: clean pull-out windows and framework
- ❖ Bathroom: clean sink, mirror, cabinet, vanity unit and drawers, shower, screen doors, bath, wall tiles and ceiling vents - please ensure both the sink and the bath have plugs available
- ❖ Laundry: clean both the inside and the outside of the tub, and underneath. Please ensure a plug is present
- ❖ Heat pumps: front vents and filters cleaned
- ❖ Cupboards/ drawers: Clean/ wash inside and out - doors and door frames front and back should be clean.
- ❖ Curtains: wash any washable curtains or netting (check with your Property Manager first to make sure they are
- ❖ Floors: to be mopped/ washed - please ensure corners and hard to get areas are also cleaned



WHAT TO CLEAN (OUTSIDE YOUR HOME):

- ❖ Lawns: freshly, regularly mowed and edges trimmed.
- ❖ Gardens: remove any weeds, rubbish, and built-up leaves etc.
- ❖ Rubbish: remove any rubbish or items that have been placed on or around the property - be sure to check behind sheds, under shrubs and trees and under the house (this includes lawn clippings and compost)
- ❖ Paths: sweep paths and paving areas
- ❖ on oven racks, trays and rangehood filters. Line griller tray and under elements on electric cook-tops with aluminum foil to catch food scraps and drips, remove when dirty.

- ❖ Picture hooks: General rule of thumb here is to first contact your Property Manager before using any hooks at all
- ❖ Rubber stains: Can be removed from kitchen floors with tea tree oil

Moving Out

GIVING NOTICE, VACATING THE PREMISES:

If you wish to vacate your property you are required by law to notify your Property Manager in writing and provide a minimum of 21 days notice on a Periodic Lease. You will be liable for rent up to and including the 21th day of your notice period . Note: For tenants on fixed term tenancies as your agreement cannot be terminated unless you are breaking your lease whereby fees will be charged to you as per your Tenancy Agreement.

DECIDING TO LEAVE EARLY:

You are responsible for compensating the lessor/ agent (please refer to tenancy agreement)

KEYS:

Please note that retaining the keys will constitute as continued occupancy of the apartment.

If keys are not fully returned at the end of any Tenancy, the tenant may be responsible for the cost of replacement locks and this can be deducted from the bond. No further keys are to be cut by the tenant without prior written consent from your Property Manager. This process is in place for the protection and security of yourself and any subsequent occupiers

REQUEST TO TERMINATE YOUR FIX TERM AGREEMENT EARLY:

Should you need to move during your tenancy agreement, you will need to contact your property manager urgently to discuss, and they will outline the process and fees involved.

BANK DETAILS AND FORWARDING ADDRESS:

You will need to provide the following details to your Property Manager or to Reception upon returning keys:

- ❖ Phone Number
- ❖ Email Address
- ❖ Forwarding Address
- ❖ Bank Account Details for Bond
- ❖ Refund

When vacating the premises, it is our goal to assist you in securing your full bond refund. Your Property Manager will need to inspect the property, referencing the entry and exit condition reports which determine whether any further action will need to be taken. This is done by comparing the condition of the property at the commencement of the tenancy and at the end of the tenancy.

Final Inspection and outstanding balances at the end of the tenancy and once tenants have vacated, the Property Manager will go through the property and using the entry condition report, will check that nothing is damaged or broken. (Remember that some general wear and tear is to be expected, but intentional or careless damage is not). Some or all of the bonds can be claimed for anything needing to be rectified by the tenant - relating to the tenancy, such as unpaid rent, damage to the property, missing items and cleaning or gardening maintenance.

FAIR WEAR AND TEAR:

Fair wear and tear means the deterioration that occurs over time with the use of the property even though the property receives reasonable care and maintenance. A tenant is only liable for any damage caused by negligence, being irresponsible or any intentional actions that cause damage to the premises. The examples in the following table will help illustrate the differences between the two.

COMMON EXAMPLES OF WEAR AND TEAR:

- ❖ Faded curtains or frayed chords
- ❖ Furniture indentations and traffic marks on carpets
- ❖ Faded or cracked paint
- ❖ Loose hinges or handles on doors or windows and worn sliding tracks
- ❖ Cracks in the walls from building movement
- ❖ Water stain on the carpet from rain leaking through the roof or bad plumbing

DAMAGE FOR WHICH YOU MAY BE LIABLE:

- ❖ Missing, damaged or torn curtains - either caused by the tenant or their pet/s
- ❖ Stains or burn marks on carpets
- ❖ Badly scratched or gouged wooden floors
- ❖ Unapproved paint job or large areas of damage e.g., from posters being ripped off walls
- ❖ Broken glass from a flat mate or child hitting a ball at the window etc.
- ❖ Holes in the walls left by tenants removing picture hooks or shelves they have installed
- ❖ Water stain on carpet caused by overflowing bath or indoor pot plants

REFUNDING THE BOND:

When the Vacate Inspection has been completed, and providing everything is in order, the bond refund form is to be filled out and signed by both the tenants and the Property Manager, then submit a claim from Rental Bond Board.

Refunds are made directly to the RBO account lease holder.

Please note that bond refunds usually take up to 3 - 14 business days to process.

IF REFUND AMOUNT IS NOT AGREED:

If the tenant and the lessor cannot agree on the amount or cost that should be taken out of the bond, then either the tenant or the Property Manager, on behalf of the lessor, (or both) can make an application to the NCAT Dispute Resolution Process.

The application will then be given to a conciliator, who will contact the tenant/ lessor representative and set up a time for mediation, which may be by phone or in person. Both Property Manager/ lessor representative and tenant will be able to discuss the claim being made on the bond and, with the mediator's help, may be able to reach a mutually agreeable outcome. The mediator will then write out an order as to how the bond is to be paid out. This order is a legal binding order. If no settlement is reached at mediation, an application can be made by either party for a hearing in the NSW Civil and Administrative Tribunal (NCAT).

- ❖ There is no required time frame around how long after a tenancy ends in which a bond should be refunded, however the time frame should be reasonable and if there are



any delays these should only be due to outstanding invoices, repairs, cleaning, or damages.

- ❖ Although it is recommended, it is not a requirement that the final inspection is carried out while the tenants are present, the Property Manager does have the right to complete the inspection on their own.
- ❖ Failure to hand back all the keys for a property can delay bond refunds or result in charges being deducted for lock and key replacements. Please ensure that all keys are accounted for at the end of the tenancy.
- ❖ Please note: Any deductions of Bond, or NCAT hearings will remain on your tenancy records



IMPORTANT THINGS TO NOTE REGARDING BOND TRANSFERS:

Your Safety. Being Aware.

The highest priority must always be for your safety, the safety of your children, other occupants, and visitors. For this reason, we ask that you please be aware of your surroundings and notify us right away if you have any concerns.

Some things to be aware of include:

- ❖ Exposed Wiring, faulty power points and switches
- ❖ Gas smell or odor
- ❖ Damage to paving and pathways that could cause someone to trip and fall
- ❖ Suspicious or dangerous plants in the garden that are poisonous/ toxic or that you may be allergic to.
- ❖ Loose or rotten floorboards
- ❖ If you need to clean a property with high ceilings or light fittings that are hard to reach, please ensure you do this safely, or make suitable arrangements to have this done.
- ❖ Loose balcony railings, steps, or decking woodwork.
- ❖ Loose or faulty locks, in particular any entry doors and screen doors
- ❖ Broken or cracked windows, and any broken or loose window lock

THANK YOU.

This Tenant Information Pack should be used as a guide only and has been developed to assist in making your tenancy easier. The responsibility still lies with the tenant to ensure they keep copies of all relevant lease documentation and are aware of their obligations that they have signed upon with Your Estate Agents. If in doubt, it is always best to contact your Property Manager directly if you have any questions or concerns relating to your lease or the property that you are leasing.