



WELCOME TO ELDERS REAL ESTATE PROPERTY MANAGEMENT

Elders Real Estate Property Management would like to welcome you as a tenant and we trust you will find your new premises to your satisfaction.

Should you have any problems or queries please contact your property manager.

As Property Managers are often out of the office, it is recommended you call the office to make an appointment before coming in.

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The following information should assist you in dealing with Elders Real Estate and ensure a trouble free tenancy.

Rental Payments

Rental payments are required to be made in advance, in accordance with the terms of your rental agreement.

The preferred methods for paying your rent are:

- Direct Debit, BPAY or Centrepay

If a payment is dishonoured, Elders Real Estate reserves the right to charge the tenant a dishonour processing fee which is currently \$30.80

Bond

The bond you have paid will be held in trust by the Rental Bond Board. It is held as security against any damage or undue wear and tear incurred on the property during your tenancy.

The bond will be refunded as soon as practicable after you vacate the premises, provided the property is left in an acceptable condition, allowing for reasonable wear and tear, and there is no unpaid rent or other money owing. It will be refunded in accordance with the instructions you provide when you complete a vacate notice at the end of your tenancy.

Periodic Inspections

During the course of your tenancy, the premises will be inspected periodically by a Property Manager after the required written notice has been given. Our office will contact you by writing in advance with a date and time.

Keys

Elders Real Estate retains a duplicate set of keys for all properties for emergency access. Under certain circumstances, tenants may be allowed to borrow the keys during office hours, on the condition that they are returned within 24 hours.

If an Elders staff member is called upon after hours to gain access to a property a call out fee will be applicable.

Keys to security doors, dead locks etc. are issued to the tenant at the commencement of the lease. When a periodic inspection is carried out, an Elders Staff Member will ensure the premises are secure before leaving.

If a tenant loses or misplaces their keys, any work required to access the premises will be at their own expense, e.g. locksmith fees. It is therefore recommended that you make your own arrangements regarding the location of a spare set of keys, should you accidentally lock yourself out.



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Cleaning

It is a condition of your tenancy that the premises be maintained in a clean condition, free of grease, grime, cobwebs, etc. Here are a few tips to help:

- To avoid a white, soapy film on glass shower screens, make sure you clean them regularly.
- For larger surfaces, products such as CLR applied in a concentrated form and left for a few minutes will clean the surface.

Utilities

It is the tenants responsibility to have the electricity, gas and telephone accounts transferred to their name at the commencement of a tenancy. At the expiration of the tenancy, you must arrange for final meter readings and advise the utility companies of the date you will be vacating the premises.

Insurance

We strongly suggest you insure your personal possessions against loss, accidental damage and theft. Elders Real Estate and your landlord are not responsible for any losses you incur.

Termination Of Tenancy

Your Residential Tenancy Agreement is a legal and binding contract, providing protection for both you and the landlord.

When you intend to vacate the property at the end of your Residential Tenancy Agreement, you are required to give the requisite written notice prior to the expiry of the fixed term of your Agreement.

If however you wish to vacate the premises prior to the expiration of your Agreement, you should contact your Property Manager immediately. Please Note, that you will be liable for paying rent and other costs associated with re-letting the property until another tenant is found

If you are wanting to vacate the premises after the expiration of your Agreement, you will need to give 21 days written notice.

Garbage Service

Dubbo City Council Garbage Service ONLY picks up small or large "wheelie bins". Council does NOT provide them. The supply of a bin is your responsibility.

Maintenance

To avoid any unnecessary expense and delays, please read through the Maintenance Troubleshooting Guides overleaf for suggested solutions to the most common maintenance problems.

Be aware that if a contractor is sent to a property based on the tenants report and the item is found to be operational and the cause is an oversight or exaggeration on the tenants part, then the whole of the account will be the tenants liability.



Maintenance – Troubleshooting Guide

Problem	Check
No Power	<ul style="list-style-type: none"> ✓ Contact your electricity supplier – there may be a fault in the area. ✓ Check the fuse box or circuit breaker. There may have been an overload that triggered the safety switch. If so, reset the switch. ✓ If the safety switch continues to be triggered, check your electrical appliances. Unplug all appliances and reset the safety switch. Plug in one appliance, turn it on and then check the safety switch. If the safety switch is triggered, then you know the problem is with that appliance. Continue checking all appliances until the faulty one is identified. ✓ Note: If an electrician is called out, and the fault is found to be with one of your appliances, you will be charged a service fee. ✓ If the property is in a block of units, check with your neighbours whether they have a problem. If so, the Body Corporate may need to be contacted to organise the repairs.
No Hot Water	<ul style="list-style-type: none"> ✓ Make sure your request to your gas or electricity supplier has gone through. ✓ Electric Hot Water Systems <ul style="list-style-type: none"> • Check the fuse in the meter box or circuit breaker; • Check the tap on the system is turned on. ✓ Gas Hot Water System <ul style="list-style-type: none"> • If you use cylinder gas, they may be empty. Contact your gas supplier to arrange a refill.
No Lights	<ul style="list-style-type: none"> ✓ If just one light fitting, try replacing the light bulb. ✓ Refer to “no power” for other suggested remedies.
Clothes Dryer	<ul style="list-style-type: none"> ✓ Clean the lint filter. Dryers can automatically shut down due to an overload of lint in the filter.
Blocked Bathroom/Kitchen Sink	<ul style="list-style-type: none"> ✓ Try using a product such as Draino to free the blockage. ✓ Try pouring down boiling water to free up soap and old hair. ✓ Check to see if hair and old soap needs to be cleared from the waste and U-Bends. To do this, place a bucket under the pipe, unscrew the pipe and remove old hair/soap. Re-attach the pipe and pour water down the drain. ✓ To prevent kitchen sinks from blocking, do not pour fat or oil down the drain. <p><i>NOTE: IF THERE IS A SEWAGE OVERFLOW DO NOT ATTEMPT THE ABOVE.</i></p>
Remote Control	<ul style="list-style-type: none"> ✓ Check the batteries in the unit. If they are flat, replace the batteries. ✓ If the garage remote is not working, check that the door is switched to automatic.
Keys Stuck/Not Turning	<ul style="list-style-type: none"> ✓ Try spraying the lock with a product such as WD40 or RP7 to loosen the barrel.
Locked Out	<ul style="list-style-type: none"> ✓ If during office hours, call the Elders office to see if you can borrow a spare set of keys. ✓ If outside office hours, you will need to organise a locksmith at your own cost. ✓ If you have lost your keys, we will need to organise replacement locks & keys at your own expense. <p>Please Note: You must not change any locking device without written approval from your property manager.</p>

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If Elders Real Estate has organised legitimate maintenance to be carried out and you don't feel the work has been completed satisfactorily, please contact our office.

Emergency Repairs

There will be occasions when legitimate emergency repairs are required to be done immediately.

The following circumstances are classified as emergency repairs:

Problem	Details
Burst Water Service	A fault or damage that makes the premises unsafe or insecure or no hot water during public holidays.
Blocked or Broken Toilet	A fault or damage that is likely to injure a person, damage property or unduly an inconvenience for the tenant(s).
Serious Roof Leak	A serious fault in a staircase or lift or other area that unduly inconveniences a tenant in gaining access or using the premises or is causing damage to the interior.
Gas Leak	If there is a strong smell of gas as a result of a leaking gas supply to the premises.
Serious Storm, Fire or Impact Damage	Flooding or serious flood damage. A Failure or breakdown of gas, electricity or water supply to the premises.

If any of these incidents occur, contact the relevant EMERGENCY CONTRACTOR and call the office to leave a detailed message about the incident.

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Emergency – After Hours Call Out Repairs

With all repairs you must report these to the office, however there are times when emergency maintenance is required outside of office hours.

If you cannot get in contact with your property manager after hours, and it is an emergency, you may contact the below tradespeople direct.

An emergency repair is one which cannot wait until the next working day.

Please be aware, if a repair is ordered directly to a tradesperson, and is not considered an emergency, part of, or the full bill may be charged to the tenant.

In The Case Of An Emergency – Please Phone

Dubbo City Council

Sewer	6882 8356
Water	6882 8356

Country Energy

Electricity	1300 880 936
Essential Energy	13 20 80

Note: If Dubbo City Council or Country Energy refer you to our tradesmen THEN phone:

Electrical

Peter Crawford	6882 8862 or 0418 636 899
George Moses	0418 493 154
Jason Sell	0409 845 681

Plumbers

Porters Plumbing	0418 118 670
Glen Lawry	0428 853 599
Colin Honeysett	0418 285 460

Locksmiths & Glass

Golden West Locksmith	6884 5397 or 0419 016 662
Dubbo City Locksmith	6884 3055
Glass & Window Centre	6882 2657
Western Plains Windows & Glass	6884 8818



Rent Arrears Notice – Late Rent Payments

Follow-up of this nature may involve, SMS, phone calls, letters, personal visits to the home, or in some cases at places of employment. This has caused some people to feel upset, embarrassment and also resentment. Please assist us in not having to follow this course of action by ensuring your rent is payed on time.

However we must make it clear that investors who own the property, in most cases leave a mortgage on the premises, and have a responsibility to a bank manager to ensure their payments are made on time.

Therefore we stress to everyone that the rent must be made in advance and on time...every time!

Should there be consistent late rent payments even though a Termination Notice has not been served, these factors will be considered at a lease renewal, when requested to give a reference for credit or further tenancy elsewhere. Consistent late payments may also be reason to apply to the CTTT (Consumer, Trader and Tenancy Tribunal) for vacant possession.

In extreme cases, details of the tenancy are lodged on a **National Data Base** explaining the problem, which may affect further tenancy with other Real Estate Agents, not only in your local area, but Australia wide.

Please feel free to call us if you have any queries regarding this information.

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Elders Real Estate Dubbo Forms & Applications

New Tenant Check List

Direct Debit Request Form

Special Terms & Conditions
For The Installation Of Pay TV

Special Terms & Conditions
For Permission For Pets

Notice To Vacate
(Outside Of Fixed Agreement)

Notice To Vacate
(Prior To Lease Expiry)

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New tenant checklist

What you must know before you sign a lease

At the start of every tenancy you should be given the following by the landlord or agent:

- a copy of this information statement
- a copy of your lease (tenancy agreement)
- 2 copies of the premises condition report (more on that later)
- a bond lodgement form for you to sign, so that it can be lodged with NSW Fair Trading
- keys to your new home.

The first thing you should do before you sign the lease is read it thoroughly. If there is anything in it which you don't understand, ask questions.

Remember, you are committing to a legally binding contract for which there is no cooling-off period. You will want to be certain you understand and agree to what you are signing.

Only when you can respond with a **Yes** to the following statements, should you sign the lease.

The lease

- I have read the lease and I asked questions if there were things I didn't understand.
- I know the length of the lease is negotiated before I sign, which means it can be for 6 months, 12 months, or some other period.
- I know that I must be offered at least **one** way to pay the rent which does not involve paying a fee to a third party.
- I know that any additional terms to the lease are negotiated before I sign.
- I have checked that all additional terms to the lease are legal, for example, the lease does **not** include a term requiring me to have the carpet professionally cleaned when I leave, unless I have agreed to that as part of a condition to allow me to keep a pet on the premises.

Promised repairs

In relation to any promises by the landlord or agent (for example, replace the oven, paint a room, clean up the backyard etc):

- I have made sure these have already been done, or
- I have an undertaking in writing (before signing the lease) that they will be done.

Upfront costs

I am not being required to pay:

- more than 2 weeks rent in advance, unless I freely offer to pay more
- more than 4 weeks rent as a rental bond.

I am not being charged for:

- the cost of preparing my lease
- the initial supply of keys and security devices to each tenant named on the lease.

After you move in

Make sure you:

- Fill in your part of the condition report and don't forget to return a copy to the landlord or agent within 7 days. This is an important piece of evidence. If you don't take the time to complete it accurately money could be taken out of your bond to pay for damage that was already there when you moved in.
- Get a letter from Fair Trading sometime during the first 2 months saying that your bond has been received and advising you of your Rental Bond Number. If this doesn't arrive call Fair Trading to make sure it has been lodged.

Top tips for problem-free renting

Follow these useful tips to help avoid problems while you are renting:

- Photos are a great way to record the condition of the property when you first move in. Take pictures (that are date stamped) of the property, especially areas that are damaged or unclean. Keep these in case the landlord objects to returning your bond at the end of your tenancy.
- Keep a copy of your lease, condition report, rent receipts, Rental Bond Number and copies of letters/emails you send or receive in a designated 'tenancy' file folder and put it somewhere you can easily find it later.
- Never stop paying your rent, even if the landlord is not complying with their side of the agreement (eg. by failing to do repairs) – you could end up being evicted if you do.
- Keep a diary of your dealings with the landlord or agent – record all the times and dates of conversations, who you spoke to and what they agreed to do. If repairs are needed, put your request in writing to the landlord or agent and keep a copy. This type of evidence is very helpful if a dispute arises which ends up in the Consumer, Trader and Tenancy Tribunal.
- Comply with the terms of your lease. In particular, never make any alterations, keep a pet or let other people move in without asking the landlord or agent for permission first.
- Consider taking out home contents insurance. It will cover your belongings in case of theft, fires and natural disasters. The landlord's building insurance, if they have it, will not cover your things.
- If the property has a pool or garden be clear about what the landlord or agent expects you to do to maintain it.

- Be careful with what you sign relating to your tenancy, and don't let anybody rush you. Never sign a blank form, such as a Claim for refund of bond.
- If you are happy in the place and your lease ends, consider asking for the lease to be renewed for another fixed term. This will remove the worry about being unexpectedly asked to leave, and helps to lock in the rent for the next period of time.

Further information

Go to the Fair Trading website, call 13 32 20 or visit a Fair Trading Centre for more information about your renting rights and responsibilities.

The NSW Government funds a range of community based Tenants Advice and Advocacy Services across NSW to provide advice, information and advocacy to tenants. Go to the Tenants Union website at www.tenants.org.au for details of your nearest service or check your local phone directory.

Landlords and agents must give a copy of this information statement to all new tenants before they sign a residential lease. Fines can be imposed if this is not done.

Direct Debit Request - Service Agreement

Definitions

account means the account held at *your financial institution* from which *we* are authorised to arrange for funds to be debited.

agreement means this Direct Debit Request Service Agreement between *you* and *us*.

banking day means a day other than a Saturday or a Sunday or a public holiday listed throughout Australia.

debit day means the day that payment by *you* to *us* is due.

debit payment means a particular transaction where a debit is made.

direct debit request means the Direct Debit Request between *us* and *you*

us or *we* means **Elders Rural Services Australia Limited**, (the Debit User) *you* have authorised by signing a *direct debit request*.

you means the customer who signed the *direct debit request*.

your financial institution is the financial institution where *you* hold the *account* that *you* have authorised *us* to arrange to debit.

1. Debiting your account

1.1 By signing a *direct debit request*, *you* have authorised *us* to arrange for funds to be debited from *your account*. *You* should refer to the *direct debit request* and this *agreement* for the terms of the arrangement between *us* and *you*.

1.2 *We* will only arrange for funds to be debited from *your account* as authorised in the *direct debit request*.

1.3 If the *debit day* falls on a day that is not a *banking day*, *we* may direct *your financial institution* to debit *your account* on the following *banking day*. If *you* are unsure about which day *your account* has or will be debited *you* should ask *your financial institution*.

2. Changes by us

2.1 *We* may vary any details of this *agreement* or a *direct debit request* at any time by giving *you* at least **14** days' written notice.

3. Changes by you

3.1 Subject to 3.2 and 3.3, *you* may change the arrangements under a *direct debit request* by contacting *us* on 02 6882 3077

3.2 If *you* wish to stop or defer a *debit payment* *you* must notify *us* in writing at least **14** days before the next *debit day*. This notice should be given to *us* in the first instance.

3.3 *You* may also cancel *your* authority for *us* to debit *your* account at any time by giving *us* **14** days notice in writing before the next *debit day*. This notice should be given to *us* in the first instance.

4. Your obligations

4.1 It is *your* responsibility to ensure that there are sufficient clear funds available in *your* account to allow a *debit payment* to be made in accordance with the *direct debit request*.

4.2 If there are insufficient clear funds in *your account* to meet a *debit payment*:

- you* may be charged a fee and/or interest by *your financial institution*;
- you* may also incur fees or charges imposed or incurred by *us*; and
- you* must arrange for the *debit payment* to be made by another method or arrange for sufficient clear funds to be in *your account* by an agreed time so that *we* can process the *debit payment*.

4.3 *You* should check *your account* statement to verify that the amounts debited from *your account* are correct

4.4 If **Elders Rural Services Australia Limited** is liable to pay goods and services tax ("GST") on a supply made in connection with this *agreement*, then *you* agree to pay **Elders Rural Services Australia Limited** on demand an amount equal to the consideration payable for the supply multiplied by the prevailing GST rate.

5. Dispute

5.1 If *you* believe that there has been an error in debiting *your account*, *you* should notify *us* directly on 02 6882 3077 between 9:00am to 5:00pm, Monday to Friday and confirm that notice in writing with *us* as soon as possible so that *we* can resolve *your* query more quickly.

5.2 If *we* conclude as a result of our investigations that *your* account has been incorrectly debited *we* will respond to *your* query by arranging for *your financial institution* to adjust *your* account (including interest and charges) accordingly. *We* will also notify *you* in writing of the amount by which *your account* has been adjusted.

5.3 If *we* conclude as a result of our investigations that *your account* has not been incorrectly debited *we* will respond to *your* query by providing *you* with reasons and any evidence for this finding.

5.4 Any queries *you* may have about an error made in debiting *your account* should be directed to *us* in the first instance so that *we* can attempt to resolve the matter between *us* and *you*. If *we* cannot resolve the matter *you* can still refer it to *your financial institution* which will obtain details from *you* of the disputed transaction and may lodge a claim on *your* behalf.

6. Accounts

You should check:

- with *your financial institution* whether direct debiting is available from *your account* as direct debiting is not available on all accounts offered by financial institutions.
- your* account details which *you* have provided to *us* are correct by checking them against a recent *account* statement; and
- with *your financial institution* before completing the *direct debit request* if *you* have any queries about how to complete the *direct debit request*.

7. Confidentiality

7.1 *We* will keep any information (including *your account* details) in *your direct debit request* confidential. *We* will make reasonable efforts to keep any such information that *we* have about *you* secure and to ensure that any of *our* employees or agents who have access to information about *you* do not make any unauthorised use, modification, reproduction or disclosure of that information.

7.2 *We* will only disclose information that *we* have about *you*:

- to the extent specifically required by law; or
- for the purposes of this *agreement* (including disclosing information in connection with any query or claim).

8. Notice

8.1 If *you* wish to notify *us* in writing about anything relating to this *agreement*, *you* should write to **Elders Rural Services Australia Limited PO Box 231 DUBBO NSW 2830**.

8.2 *We* will notify *you* by sending a notice in the ordinary post to the address *you* have given *us* in the *direct debit request*.

8.3 Any notice will be deemed to have been received on the third *banking day* after posting.



Special Terms & Conditions For The Installation Of Pay TV

1. At the expense of the tenant.
2. All wiring and other equipment must stay at the end of the tenancy.
3. Must be approved by landlord prior to installation and is to be installed by recognised supplier or tradesperson approved by the landlord.
4. Wiring must be in wall cavity – no conduit to be used either internally or externally without the express permission of the building owners.
5. Any damage to the property caused during installation must be repaired at the tenants expense.
6. Any damage to the property after installation, and while during tenancy, is the tenants responsibility.
7. All maintenance must be carried out by Austar/Foxtel.

I/We hereby agree to comply with the above Terms and Conditions.

Name: _____

Property: _____

Signed: _____

Contact: (BH) _____ (AH) _____

Approval Of Landlord / Agent

Name: _____

Signature: _____

Date: _____



Special Terms & Conditions Permission For Pets

1. Pet Details

Type Of Pet _____ Breed _____ Number _____ Age _____

Type Of Pet _____ Breed _____ Number _____ Age _____

Other Information: _____

2. The tenant upon termination of the tenancy will:

- I. Professionally fumigate the premises
- II. Professionally clean the carpets

3. The tenant agrees to:

- I. Ensure pet does not cause a nuisance to neighbours
- II. Pet waste is collected and disposed of daily
- III. Should the pet need to be replaced seek permission prior
- IV. Pet remains outside at all times
- V. Security, with respect to pets shall be the responsibility of the tenant
- VI. Comply with any relevant strata by-laws that may be in force
- VII. Other _____

I/We hereby agree to comply with the above Terms & Conditions

Tenant Name _____

Property _____

Signed _____ Date _____

Contact (BH) _____ (AH) _____

Approval Of Landlord / Agent

Name: _____

Signature: _____

Date: _____



Elders Real Estate
Notice To Vacate Prior To Lease Expiry

Date: _____

Name: _____

Address Of Leased Premises: _____

We acknowledge that you will be abandoning the premises on: _____

This acknowledgement is in no way to be construed as acceptance of your notice to vacate as your lease is still current until the date of _____ and you are required under the terms of your lease to pay rent until that day.

A re-letting fee will also be payable if a new tenant is found prior to the expiration of your fixed term lease.

We hereby undertake to re-let the property as soon as possible after your abandonment and will take all reasonable steps, keeping in mind the market conditions at the time, to accomplish such re-letting.

Our usual tenant screening procedures will apply to any new tenant.

We also require your forwarding address and telephone number as soon as possible.

NOTE: We also wish to stress that your tenancy agreement has **not** ceased and that you should retain the keys to the property as you are responsible for internal and external maintenance until the new tenancy commences.

Access arrangement to re-let the property are as follows:

The agent may use our spare key to obtain access: YES / NO

To arrange inspections please phone me during office hours on _____

Tenants Acknowledgement

Name: _____

Signature: _____ Date: _____

Forwarding Address: _____

Contact Phone Numbers: _____



Elders Real Estate Notice To Vacate Leased Premises

Name: _____ Date: _____

Address of Leased Premises: _____

Lease Expiry Date: _____ Landlord: _____

I hereby wish to give the required 21 day's notice to vacate above mentioned property.

Date Vacating: _____ (on this day all keys will be returned to Elders Real Estate and the property will be clean and ready for inspection).

Do you wish us to organise professional carpet cleaning on your behalf? YES/NO

Do you wish us to organise professional general cleaning on your behalf? YES/NO

NB: ALL CLEANING & CARPET CLEANING WILL BE AT YOUR EXPENSE.

May Elders use our spare keys to obtain access to re-let the property? YES/NO

Please provide a time and date when Elders can hold a group inspection for prospective tenants to re-let the property.

Date: _____ **Time:** _____ (inspections go for 15mins)
(Property manager will call & confirm time & date with you, please provide details below)

A final condition inspection will be carried out by a property manager.

Do you wish to attend the final inspection? YES/NO
(If yes you will be contacted with a day and time)

Forwarding Address: _____

Telephone: Home: _____ Work: _____

Mobile: _____ Fax: _____

E-Mail Address: _____

Direct Deposit Details For Tenant Bond/Refunds

Account Name: _____

Bank: _____

BSB: _____ Account Number: _____

Signature: _____

PLEASE NOTE: DO NOT DISCONNECT ELECTRICITY UNTIL FINAL INSPECTION IS DONE. ANY RECONNECTION FEE FOR CLEANING ETC WILL BE AT YOUR EXPENSE.



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