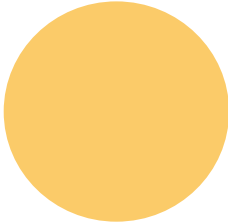




Raine&Horne®
Hobart

Tenancy Guide

Everything you need to know on renting with Raine & Horne,
as well as handy tips on how to be a great tenant!



Welcome to your new home through Raine & Horne Hobart!

We would like to congratulate you on your new rental home, and wish you all the best for a long and smooth tenancy!

We have put together a brief guide for you with information some important matters relating to your tenancy, and renting through Raine & Horne Hobart. Please take a moment to read through this booklet, and refer back to it at any time throughout your tenancy.

For further information and access to the official comprehensive guide to Renting in Tasmania please visit www.cbos.tas.gov.au/topics/housing/renting



Your Bond + The Residential Deposit Authority

For every tenancy in a rented property (regardless of whether it is rented through an Agent or privately) the tenant **MUST** have a Security Deposit (Bond) lodged with the Residential Deposit Authority. The amount held is at the discretion of the Property Owners, however the standard and maximum amount allowed by law is the equivalent of **4 (four) weeks rent**. It can never exceed this amount. For example, if I rented a home for \$250.00 per week, my bond would be \$1,000.00.

Your bond is paid to the Government regulated Residential Deposit Authority via MyBond, where it is held safely in an account for the duration of the tenancy. Neither party can make claim or use any of the Bond until the end of the tenancy; at which time both the Tenant/s and the Agent/Owner must all agree on the amount refunded before any funds will be released.

This is where your Condition Report comes in (more on this later). But at the end of the day, your bond refund will be assessed on the information that is held within your Condition Report. In the event that the Tenant/s and Owner/Agent cannot come to an agreement on the amount to be refunded, a dispute will be lodged with the **Residential Tenancy Commissioner** (who works in conjunction with the RDA at the Justice Department) who will assess all evidence provided, and make his own decision on what should or shouldn't be refunded.



Your Property Condition Report.

When you move into your new rental home, you will be given a Property Condition Report. This is a detailed document fully outlining and describing all items remaining in the home that are included with the tenancy, as well as reporting any existing damage, wear & tear, or additions that are within the home. This will include describing light fittings, window furnishing, carpets & floor coverings as well as any picture hooks, marks, scuffs or dents in the walls/ceilings/paint work. As well as the written document we include detailed and numerous digital images to accompany the report.

Basically, this document is the only thing that stands between YOU and the return of your BOND. Treat it like gold! Take it seriously. Be fussy with it, and keep it safe! It is worth the equivalent value of what you paid for your bond.

When you first move in, you will be given 3 (three) copies of this report and asked to sign 1 (one) blank one. Here is what we ask you to do.

- Leave the signed original report with us, and keep the other 2.
- Read over the report thoroughly when you are **AT** the property.
- Make note of any damages/items listed on the report and truthfully make any notes or additions on the items listed.
- Feel free to be as fussy as you like, it is **YOUR** bond you are dealing with, and the more detail listed on the report, the more thorough and accurate we can be when assessing the property at the end of your lease.
- Copy these same notes on **BOTH** copies of the report and sign BOTH copies.
- You **MUST** return the changes to us **WITHIN 2 DAYS** of your lease starting.
- If you do not make any changes, or return the report within the given time frame, we will keep the original copy you signed as our reference for the bond refund at the end of the tenancy.

We cannot stress enough the importance of this report and returning the change to us within the required time frame. Ultimately, it is YOUR bond, and completing the Condition Report is your only opportunity to ensure an accurate and fair assessment at the end of the tenancy.



Rental Payments

We ask that your rental payments are made on a fortnightly basis. To make things easy, we provide you with a few different options, so that you can ensure they are made consistently, accurately, and on time.

- Our preferred method is by **Direct Deposit or EFT**. We will provide you with our bank details upon request. If you choose to make your payments using this method, please ensure they are paid into our account the day before your rent is due, as the funds will not reach our account for 24-48 hours after that. Please also ensure that you use an accurate reference, so that we are sure who the payment is coming from, and we can attribute it to the right rental account.
- We can also accept payments from your Centrelink Benefit via **Centre-pay**. We will provide you with our CRN number if you wish to have your payments deducted this way.
- Please note that we DO NOT have EFTPOS facilities in our office, and also do not accept cash payments into our office. Payments must be made by either of the above methods.

Our Arrears Policy

At Raine & Horne Hobart we have a **Zero Tolerance Policy** on rental arrears. Here is what will happen should your rental payments fall behind:

- After 3 Days: You will receive a **reminder email** from our office.
- If we have no response from our initial reminder, we will send you out an official **Rental Arrears Reminder**, which will go on your file.
- 5-7 Days: If your rent is this far in arrears, we have an obligation to the Landlord to serve you with a **Notice to Vacate**. This notice effectively gives you 14 days to make up your arrears or to vacate the property. If you pay up all the moneys owing, you are entitled to continue on at the property.

In the event that you receive 3 (three) Notice's to Vacate within any 12 month period, the Owner may reserve the right to action the 3rd Notice and you will be required to vacate the premises, regardless of the fact you may have paid up the arrears owing.

At the end of the day, it is the sole responsibility of the Tenant/s to know when their rental payments are due, and to ensure that they are sent to us within the required time frame, with the correct reference, consistently and regularly.

Routine Inspections

As part of our obligation to the Owner of the property, we are required to conduct routine inspections of your rental home. Our first inspection is usually completed within about 6-8 weeks of your tenancy commencing. From there we will attend every 12-16 weeks, with a maximum of 4 inspections per calendar year.

When we inspect your property, we are simply looking to ensure that you have settled in well, and are taking care of the property. We do not look through your drawers or fridge, and are not reporting to the Owner on your individual living circumstances. We are simply ensuring that the property is in a satisfactory condition, there are no damages or faults present; and if there is any maintenance required.

We do not require you to be home or present when we conduct these inspections, and if you are not home, we will access the property using the Owner's keys. We will leave a card or note to let you know that we have been, and will always ensure that the property is adequately locked and secured when we leave.

Even though only 24 hours notice is required to be given prior to an inspection, generally, much more notice is provided. We will always notify you in writing, at least 1 to 2 weeks out from inspection.

The only person who knows the property intimately are those living in it therefore there is a reliance on the tenant to report any maintenance problems.

We conduct our inspections in blocks, so aren't able to necessarily give you a specific time for your inspection. We will usually give you a day, date and time frame (eg: Thursday 5th between 2-5pm) of when we will be in your area.



Maintenance & Upkeep of the Property

As your Property Managers, it is **OUR** legal obligation to ensure that your rental home and all appliances, fittings and extras included with the property are kept in good working order for you at all times. As a tenant, it is **YOUR** responsibility to report any maintenance or problems to us in a timely manner. Simply put, we cannot fix a problem if we do not know it exists.

With general maintenance items, we ask that you contact us as soon as you become aware of the problem via email where possible. Please do not try to repair it yourself, that is what we are here for. In the event of an after-hours emergency maintenance item, we have provided some maintenance contractors contact details in the front of your Tenancy Agreement for you to phone direct to attend to the matter. **Please note**, an after-hours emergency is deemed strictly as a “Loss of Service” emergency only. This means loss of water, sewerage, electricity or security. It does not include items such as a blown oven element, or fused light bulb. Of course, it **DOES** have exceptions such as a burst hot water system and electrical safety complaints.

We ask you to contact your Property Manager by TEXT MESSAGE in the event of an after hours emergency. Please send a text with your property address and a **brief description of the problem**. If you are not able to reach your Property Manager in a reasonable period of time, you are permitted to contact our Emergency Trades as noted, in your Tenancy Agreement. If you did call out an emergency tradesman, and the problem turns out to be of a non-urgent nature, you will be charged the “After Hours Call-out Fee”. If it turns out to be a problem caused by yourself (by accident, misuse or fault) then you will potentially be responsible for the entire maintenance account.

It is also important to note that if you are reporting any maintenance where a tradesperson must enter the home to repair or inspect the problem, you must be available by phone for the tradesperson to obtain permission direct from YOU to enter the home. If you are not in a position to be contacted, we will need permission in writing for the person to access the home with the Owner’s keys. As your agents, even we cannot allow them to collect a key or enter the home without YOUR direct permission.

As a tenant, there are still a few items that you will be responsible for repairing or replacing when you are renting a home. For example, a tenant is responsible for:

- Light bulbs & globes (standard, fluorescent, internal, external or all else).
- Drain blockages (if it turns out there is an item blocking the drain due to the fault of the tenant (hair, foreign objects, etc)).
- Cleaning of spa jets and/or swimming pool.
- Replacement of broken glass or windows, if the breakage is the tenant’s fault.
- Cost of changing locks, if tenant loses keys.

However, for your information there are also some items that are deemed to be over and above standard tenants cleaning and/or maintenance. The Owner remains responsible for these items.

These include:

- Replacement of Tap Washers, Light Fuses or Starters.
- Cleaning of gutters and downpipes.
- Cost of changing locks if the property is broken into.
- Cost of broken glass if a result of fault with the property or due to bad weather.
- All other general repairs and maintenance to do with the property, that are not due to fault of the tenant.



Who Can Occupy the Property ?

Only the persons included in your tenancy agreement are permitted to reside at the property.

If a person wishes to replace an existing tenant our office needs to be contacted, **before they move in**, to gain approval. There is a process, which needs to take place to protect your security bond, your legal rights and responsibilities as a tenant.

What if I want to Vacate before the end of the Lease?

In this event it is in your own best interest to make contact with our office as soon as possible to discuss the situation. There are circumstances where suitable arrangements can be made to suit all parties involved.

As the Tenancy Agreement is a legally binding document you should be aware that you will remain responsible for rental payments until such time as a suitable alternative tenant takes over the property or until the expiration of the lease, whichever is the sooner. You will also be responsible for the costs incurred in the reletting of the property, which will include advertising and agency costs.

Are my Personal Belongings covered by Insurance?

The owner's property insurance does not cover any of your personal belongings therefore you need to make your own arrangement to ensure that your own goods are adequately covered in the event of loss or damage. If you need any assistance we can provide you with suitable contacts in this regard.

Can I keep a Pet at the Property?

The Residential Tenancy Act 1997 does not allow pets to be kept at a property unless the owners/agent permits a pet to be kept.

If you do want to have a pet please discuss the matter with your rental manager who will speak with the property owner. Please be aware that pets in unit complexes are not allowed unless the permission of the Body Corporate along with the property owner is granted.

Who cares for the Gardens?

Unless otherwise stated in writing the tenant is responsible for the care of the gardens by keeping the grass cut, edges trimmed, watering of plants and flowerbeds free of weeds. The gardens need to be maintained on a regular basis and kept in the same condition they were at the beginning of the tenancy.

What if the Owner wants to Sell the Property?

If you are on a fixed term lease agreement your tenancy is safe and anyone purchasing the property needs to recognise the existence of your term lease agreement. If your lease has expired the owner would be required to provide you with a minimum of 42 days notice to vacate the property.

What if I Lock myself out or Lose my Keys?

We usually have a spare set of keys in the office, which you may collect during office hours.

If you lock yourself out or lose your keys after office hours you would need to arrange a locksmith at your own expense. If any keys are lost during your tenancy and not returned you are liable for the cost of replacement.



Maintenance Trouble Shooting Guide

Please refer to this guide to troubleshoot any maintenance issues you may potentially come across, before you call us. It might save you a phone call!

I have no Power!

- Firstly establish if the power flicked off suddenly, or if it dimmed and then went out slowly. Also test some switches to see if ALL the power in the house is off, or if it is just one circuit, just lights, power points, or one particular area of the home.
- Check your circuit board to see if the circuit breakers have flicked itself off or is still in the ON position
- Also worthwhile checking if the whole street is without power, or just your home. Another way to check local faults is on the Tas Networks Outages page at www.tasnetworks.com.au/current-power-outages
- If you have established that the outage is unexplained by the above items, please also check if you have had a faulty appliance running, or have overloaded one of the circuits with too many appliances running at once. If you think this may be the case, try a process of elimination by turning EVERYTHING off, and then slowly turning things on one by one, to see which one sets off the circuit breaker.
- Again, if all of the above fails, please do call our office ASAP for assistance.

I have no Hot Water!

- Firstly establish if there is still water coming out of the tap at all when turned on; or is it simply that is just cold running water. (This helps to establish if it is a matter for an Electrician or Plumber).
- If you still have running water – but it is just cold – please check that the HWC Circuit is still in the ON position in your Circuit Board.
- If accessible, please inspect the cylinder to check if there is water running out of the Pressure Relief Outlet. This is a small pipe running out the bottom of the cylinder. A slow drip here is normal – but a running stream is not. If there is fast water running out of this outlet there is a problem!
- Once you have checked all of the above, and if it looks to be in order – please do phone our office asap to report the problem. (Please do inform us that you have already completed the above checks).

My Washing Machine is Leaking!

- As soon as you notice the issue, immediately shut off the power and water to the machine.
- Inspect the machine & connections to ascertain if there is any issue with loose tap/hose connections, or a split in the hose anywhere?
- Is the water coming from the seal of the door of the machine? (if it is a front loader)
- Is it coming from behind or underneath the machine?
- Please note, if the machine is your own and not supplied by the Agent – you may be held liable to cover costs of any repairs to damages caused by water damage at the property.

My Oven Isn't Working!

- Is the oven connected and still ON at the circuit board? (the Oven will have its own switch in the board.)
- Have you got the Safety Switch inside the home turned on? This will be a switch that looks like any other normal light switch, but may have "Oven" written on it. They are often located on the kitchen tiled splashback or inside a cupboard – as a safety measure, the Oven will not work if this switch is not turned on.
- Some new ovens have an inbuilt safety feature, where they also need the Timer to be on for the oven to actually work. Test this out to see if your oven works when you set the timer.

My Heat Pump isn't Working!

There are many reasons a heatpump may stop working, or just not be as effective as you'd like. Here is a VERY brief list of things to check before you call us:

- Is the inside unit turned on? (is there a green light on?)
- Are the batteries in the remote still working?
- Is the thermostat on the correct setting? Heat settings are shown as a Sun symbol, where Cooling is usually shown as a round Icicle.
- Has the circuit breaker tripped? (switch on/off at the circuit board)
- Is the outdoor unit in "Defrost Mode" (if the temperature is exceptionally cold)
- Have you tried turning it all OFF at the circuit board, and leaving for 10 minutes to reset?
- Is there any furniture or other objects in front of the machine preventing adequate air flow?
- Are the filters clean? (this should be done at least once per month)
- Is the outdoor coil clean? (iced up or dirty).

Tenant Bills.

Before you move in, you will need to ensure that you have spoken to all the necessary service providers to make sure that all your electricity, telephone, internet, etc are all connected and switched on PRIOR to your move into the property.

Please ensure that you give the providers enough time to connect the services, as they are doing hundreds of connections on a daily basis, and cannot be relied upon for last minute favours.

Sometimes you will need to arrange to have connected may include:

- Electricity
- Telephone/Internet/NBN Services if you will be requiring them
- Gas – Bottled or Plumbed (If applicable for the property)
- Foxtel (only with permission from the Agent/Owner)

While tenants are responsible to pay for water usage costs, you are not required to make any connections regarding Tas Water.

Council Rubbish Collection

Your residential premises has council-supplied rubbish and recycle bins as standard (shared bins may be provided in some unit complexes). For some areas there is also green waste bins. These remain property of the appropriate area councils. For any issues or to replace a council bin please contact your local council.

Please check your local council website for the specific schedule of rubbish collection.

We hope that this guide has been helpful for you, and encourage you to contact our office at any stage if you have any further queries or questions on any of the matters included here.

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