

## WELCOME TO YOUR NEW HOME

All of us at Highlands Property look forward to our relationship with you as a tenant. It is important to us that you are comfortable in the new home you have chosen, so any time you have concerns about something you think we can help with, **please talk to us first**.

We strive to give all our tenants first class service, but this does require your co-operation and understanding – and, quality communication. To make the process easier for everyone, we have compiled this information for in-going tenants. **Please take time to read it carefully and keep it with your lease papers for reference.**

### Contacting Us

Our office hours are **Monday to Friday 8.30am to 5.00pm and Saturday 9.00am to 3.00pm**. The office is closed on Sundays, Public Holidays and during the Christmas/New Year period.

To receive prompt action, the best form of contact is email [info@highlandsproperty.com.au](mailto:info@highlandsproperty.com.au) or by fax **4861 0688**. If you are sure the matter will be dealt with by a particular staff member you can also email them directly, but bear in mind a response may be delayed if that staff member is absent for any reason. If you do not have access to the internet, please contact our office by telephone on **4861 0666**.

If you need us in an **after hours emergency, call 4861 0666**. This number is diverted to one of our staff after hours. If it is not answered straight away, leave a detailed message (pay particular attention to giving us your address and return phone number clearly and slowly), and your call will be responded to promptly.

### Requests in Writing

It is important that all your formal requests for repairs, or in relation to other matters affecting the property or the lease are **submitted to our office in writing**. In most cases an email will fulfill this requirement.

### Making Appointments

If you wish to visit the office to discuss any issues with a particular Property Manager, **please make an appointment**. This is in your interests: it ensures the right person will be available to deal with your issue. Our staff are often pre-occupied with other matters or out of the office, and we know there is nothing more annoying than having to wait, or not getting a complete answer because the right staff member happens not to be available when you drop in.

### Paying Rent

**Your most fundamental obligation under the lease is to pay the rent, and pay it on time.**

If there is any turn of events that means you are having, or likely to have, even the slightest difficulty in this regard, talk to us as soon as possible. There are circumstances where we can assist, but only if we know the whole truth, and know about the issue early. Don't try to avoid the issue. Late and non-payment of rent is an issue that will certainly not go away, and has a habit of following you (and your reputation) for a considerable time.

When signing the lease you have specifically agreed that **it is your responsibility to pay rent in advance**. Rent is due on or before the due date (the date you have paid rent up to). You have also specifically agreed to contact us should you not be able to pay rent by the due date. If you are in any doubt about when you are paid up to, don't guess or assume anything, just ask us for a Tenant Ledger, or go on line and [check it yourself](#).

Please remember our owners have financial commitments to meet too, and they rely on rent being paid on time. It is our absolute responsibility to ensure you meet this obligation. If your rent falls into arrears we will contact you, initially with a friendly reminder via SMS, and then with other reminders. **If you continue to be in arrears for 14 days a Lease Termination Notice will be issued on the fifteenth day.** This will give you no option but to pay or vacate.

To help you manage this primary financial obligation to pay rent on time we strongly recommend you use the bank **direct debit** system. There is no bank fee to you for using this system: it is just another ordinary transaction with your bank. The benefit is that you never have to remember to pay rent: it just happens automatically on the due date. Of course, you have to ensure there is enough money in your bank account. If you prefer to have rent taken automatically from a credit card, we will happily arrange that for you: talk to your property manager.

Please note: **cash is not routinely accepted at the office** for security reasons, and a paper receipt for rent is not issued unless specifically requested by you.

## Maintaining the Property

Your second main obligation is to **maintain the property in the condition you find it** (subject of course to ordinary wear and tear). In this regard it is important for you to carefully check the in-going Condition Report that forms part of your lease in the first few days of your occupancy: then, use the spare copy of the Report provided to draw our attention to anything that you feel is incorrect **within seven days** of the lease commencement. This in-going Condition Report and the accompanying photographs will be the benchmark used to judge your compliance with this lease obligation to maintain the property when comes the time you finally vacate the property.

## Rental Bond

Your rental bond (equal to 4 weeks rent) will be lodged with the NSW Office of Fair Trading and is held as security against any unpaid rent or damage to the property. Shortly after lodgment, you will receive written confirmation from the Office of Fair Trading that they have received your rental bond and they will provide you with a Rental Bond Registration Number.

Your rental bond will be refunded to you promptly after you have vacated the property provided that your rent is up to date and there are no monies owing for cleaning or repairs to the property. Your Property Manager will advise you what to expect in this regard after conducting the out-going inspection (usually on the next business day after you vacate). Note carefully that the Board will refund the Bond in one cheque to the party(s) it has on record as having lodged it: hence it is important to ensure that that record reflects exactly whose money it is.

## Routine Inspections

We will carry out periodic inspections to check the condition of the property and necessary maintenance requirements. (7 days written notice will be given to you on all occasions). Our

Property Manager or Officer will tell you if they feel you are meeting the required standard, or if there are deficiencies, what they are. This inspection also provides you with an opportunity to point out any problems or repairs that you think may be necessary to maintain the property to the required standard.

## Repairs

You have agreed to notify us of any damage or repairs that may be required at the property. At all times your first contact to organise any repairs must be to our office. **This best done by submitting a [Repair Request Form on our website](#)**, but if you don't have access to the internet, we ask that you fill out a repairs and maintenance request form and fax it (4861 0688) or post or bring it to our office 445 Moss Vale Road, Bowral 2576 (P O Box 2074). If a genuine emergency problem occurs out of the office hours (i.e. Saturday afternoon, Sunday, or after 5.00pm Monday to Friday) please contact:

<b>Plumber:</b>	<b>Greg Garnam:</b>	<b>0408 480 308</b>
<b>Electrician:</b>	<b>Marcus O'Connell:</b>	<b>0412 490 408</b>

If work is carried out at the premises by a tradesman, you agree to contact us to advise that the work has been completed. If a tradesman is required to attend the property and a suitable time has been agreed between you and the tradesman and you are then not home, you agree that you will be charged for the standard service call for attending the property.

If a repair request is reported to our office and it is caused by tenant neglect, you agree to be responsible for the payment of the account. For example, power failure due to one of your faulty appliances, a foreign object blocking toilets or garbage disposal units.

It is the tenant's responsibility to replace any blown light globes throughout the property and replace any cracked or broken windows or glass screens.

**If you are ever unsure of whose responsibility the repair is, please contact our office.**

## Termite Management

Termites in properties can cause major damage. To assist us with termite management please adhere to the following points. You agree to report any unusual mud build-ups or mud tracks around the house. The weep holes in the external brickwork of a home are a favorite entry point for termites. It is important that these external weep holes are kept visible: don't allow garden beds, soil or mulch in gardens to rise above this level. Do not store items against the external wall of the house, especially wood. Ensure that you report plumbing leaks to our office promptly. If you notice termite mud galleries or other activity, it is extremely important not to disturb or interfere with them.

## Utility Services

It is your responsibility to arrange for the connection of all utility services (phone, electricity, gas) to your new home in your own name. If you have not already arranged this we recommend the use of [Direct Connect](#), a free service that makes all the arrangements for you, and removes the frequent requirement for you to pay a bond to the utility company (particularly for electricity). Ask us for details: we can assist you to apply for this service.

When you leave the property it is also your responsibility to arrange disconnection of all the utility services. Failure to do so may well lead to the next occupant of the property benefiting financially from your forgetfulness!

### Keys - Locked Out of the Property?

If you find yourself locked out of your property you may visit our office to collect our office set of keys. If the lock out occurs after hours and requires staff to be called out, you may be charged a callout fee of **\$40.00**. It is important to note that for privacy and security reasons, we are only able to give keys to tenants listed on the tenancy agreement and photo identification must be produced.

If you change a key/lock at the property, you must immediately provide us with two working copies of the new keys and a written advice of which lock(s) are changed and why.

### Terminating Your Lease Early

Should you wish to break your tenancy agreement, we can usually assist you under the following conditions. You are responsible for and must continue to pay rent until the property is re-let to a suitable tenant who starts paying rent, or until the end of the tenancy agreement, whichever is sooner. You must pay for reasonable re-letting costs, usually equal to one week's rent. You must also pay for all advertising costs incurred by us in the process of securing a new tenant.

### Giving Notice of Termination

You agree that when giving notice to end the lease it must be in writing (the prescribed [Notice to Vacate](#) can be downloaded from our website), **signed by all tenants on the lease**, and handed, posted or faxed to our office. (In this case an email notice is not legally sufficient.)

The notice is not effective until we receive this form, signed by all tenants. **14 days** written notice is required prior to the end of the fixed term of your lease. (This notice can be given up to and including the last day of the fixed term of the lease). If the fixed term of your lease expires, then the lease requires you to give **21 days** written notice of termination.

### Final Inspections

When vacating please refer to your in-going Condition Report, this will be the guideline for the agent's final inspection. The final inspection is just that, it is final. Should we find a deficiency with the property we will organise a professional to rectify the issue back to the condition as per the in-going Condition Report and account to you accordingly. Please be very clear that you will not be permitted to re-enter the property to conduct your own repairs or cleaning once vacant possession is given. Rent is charged up to and including the day that **all keys** that were issued to you for the property are returned to us, do not lock the keys in the house: **keys must be returned to our office**.

After the final inspection, we will account to you for the costs of any necessary rectification referred to above, for any rent still due, and then finalise any **Bond refund** to due to you. The registered Bond lodger(s) will receive this refund directly from the Rental Bond Board. We do not transfer Bond money to your next tenancy.

## Insurance

It is your responsibility to insure your own belongings and furniture. With the ever-increasing incidence of burglary and theft, we strongly recommend you take out contents insurance. We can assist by referring you to providers of tenant insurance for this purpose.

Your landlord has insurance for the property and any other landlord owned assets at the property. In the event that you, another occupier, or visitor accidentally damages the property and rectification work is required, you may be required to pay any excess that may apply to the landlord's insurance cover.

## Sub-leasing

Your tenancy agreement states the maximum permissible number of people who can occupy the property. If there is any change in either the original occupants or any additional occupants, please notify your Property Manager immediately. You are not allowed to sub-lease your property without the landlord's consent. So, if you want to do this, talk to us first.

## Privacy Statement

Our office is required to collect personal information from you to manage the tenancy. The information collected may be disclosed to the lessor, trades people, government departments or bodies, tenant database registers, bodies corporate, strata managements, referees (real estate agents or other lessors), tribunals, courts, insurance companies or other related third parties necessary to manage your property or as required at law. If you would like access to your information or wish to correct incomplete or out of date information, please contact our office. A full privacy statement is available from our office if you require it.

## Tenancy Hiccups

We respect your rights as a tenant to quiet enjoyment and privacy during your tenancy and we will do our best to help you during our time together. However, should you believe you have a problem, which is not being treated fairly by our staff, please put your complaint in writing and we will attend to it promptly and respond to your problem within seven (7) days.

## About Us

Our Property Management team is led by **Kate Johnson**. Details of her team can be sourced from our web site. All your tenant inquiries should be directed to your assigned Property Manager.

In addition to the information provided above, more information about renting can be found in the consumer booklet called [The Renting Guide](#). This Office of Fair Trading booklet would have been provided to you when you signed the lease. A copy can also be found amongst the tenant Links and Documents on our website.

**If you are concerned about any matter relating to your tenancy please just call us. We are able to solve most problems before they escalate, making your tenancy as trouble free and enjoyable as possible.**