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# RAY WHITE DRYSDALE

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Tenant Welcome Pack



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# Welcome home

**Thank you for choosing to rent with us.**



When moving into your new home there is so much to organise and remember, it can be easy to forget about the minor details that help make your time in this property a problem-free and enjoyable one. This document aims to provide you with some useful information to help you during your tenancy with us.

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# Tips for a successful tenancy

As a tenant there are a few things you can do during your tenancy to ensure that renting with Ray White is an easy process.

- Communicate with us. Let us know if a rent payment is going to be late, damage has occurred or something isn't working. Full communication and disclosure will help your tenancy run smoothly. We will take photos for the ingoing report. These are a great way to record the condition of the property when you first move in. You also can take pictures (that are date stamped) of the property, especially any areas that may be damaged or unclean. You should give a copy of these to your property manager also, these photos will then form part of your entry condition report.
- Keep a copy of the Tenancy Agreement, initial inspection report, rent receipts, bond lodgement form as well as any letters or emails received in a designated folder or file in case you need to refer to at a later date.
- Never stop paying your rent, even if there are issues with your tenancy. Failure to pay rent can affect chances of success in any Tenancy Tribunal case and will not speed up repairs or solve issues.
- Comply with the terms of your Tenancy Agreement. In particular, never make any 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 the tenancy is approaching and you wish to extend the current agreement, please contact us as soon as possible to advise of your interest.

# Prior to moving in

We will organise a time with you to come into the office to complete the following paperwork

## Lease agreement

3 copies are produced, one for you, one for the landlord and one for our files.

## Bond Form

Everyone listed on the bond form must sign the form. The Residential Tenancies Bond Authority will only accept Money Orders or Bank Cheques. We will photocopy the cheque and form for you and for our files and post the original and the cheque to the RTBA

## Direct Debit Form

This is entirely optional. We also offer direct deposit via EFT or can provide you with a bank deposit book should you wish to pay at a branch. We do not have any EFTPOS facilities at the office.

## Pet Clause.

If your landlord approves your request or application with pets, we ask that you sign our pet clause. Please be advised that having this Pet Clause does not automatically guarantee that your landlord will accept further pets. Please contact us if you wish to obtain other pets.

## My Connect

My Connect is a third party company to facilitate your utility connections. We do ask that you sign this for Water charges, however, any further utility is up to you



# Tenancy agreements

## Fixed Term Tenancy in Victoria

A fixed term tenancy agreement ends when the end date has been reached and the tenant/resident gives the property manager/owner notice that they will be leaving or the agent gives the tenant/resident notice to leave. Otherwise the agreement continues as a periodic agreement.

## Periodic Tenancy in Victoria

Under a periodic agreement the tenancy ends when the tenant/resident or property manager/owner give the correct notice. All terms and conditions of the original lease are still applicable, subject to any rent increase notices that may have been given.

## Giving notice under these agreements:

**Periodic agreement** 28 days – at anytime during the periodic agreement

**Fixed term agreement** 28 days before the end date of the fixed term

## Giving notice/vacating premises

If you wish to vacate your property you are required by law to notify us in writing and provide a minimum of 28 days notice. Under a fixed-term tenancy, the end date on the notice cannot be before the end date of the agreement. (Refer Breaking the lease)

Rent is still payable up to and including the 28th day of your notice period. Notice is effective from the date it is received by the office (same day with emails sent before 5pm; allow four working days for anything sent in the post).

## Breaking the lease

A fixed term tenancy cannot be ended before its expiry date. The owner/s are within their rights to

refuse permission to break the lease. If the owner does agree to early termination of the lease agreement the tenant is required to pay the reasonable costs to find a new tenant, as well as rent and maintenance of the property until it is re-let.

Specifically, if you wish to break your lease and the owner agrees in writing you can expect to be liable to pay:

- Rent until the property is re-let
- Advertising costs to re-let the property
- The unused portion of the owner's letting fee
- Any costs to maintain the property until it is re-let, including care of the property and gardens and maintaining supply of services such as power to the property.

Breaking your lease can be costly and needs to be thoroughly thought through. If you make the decision to break the lease, all tenants named on the lease needs to advise the agency. The agency will discuss the terms of your specific agreement and will outline the costs to you. This can range from a fee equivalent to 6 week rents, to you the tenant being responsible for the rent until a new tenant moves in and letting/advertising costs. It is best to contact your property manager when making this decision.



# Rent

## Paying your rent

Quite simply, it's your legal responsibility to pay your rent on time as it's set out in your tenancy agreement – before the due date. Your rent must be paid before the date it is due, this allows for bank processing times. If you have problems paying your rent or know there might be an issue in the future, make sure you let your Property Manager know straight away. Even if you're unhappy about something to do with the property, you still have to pay the rent on time.

You will be given a reference code for internet banking or we can set up a direct debit for you.

## Rent reviews and increases

Your Property Manager will give at least 60 days' written notice to increase the rent. There is no limit as to how much the rent may be increased, providing that any increase is not excessively above 'market rate'. Rent can only be increased during a fixed term tenancy where provision for this is written into the tenancy agreement and the same time frames apply.

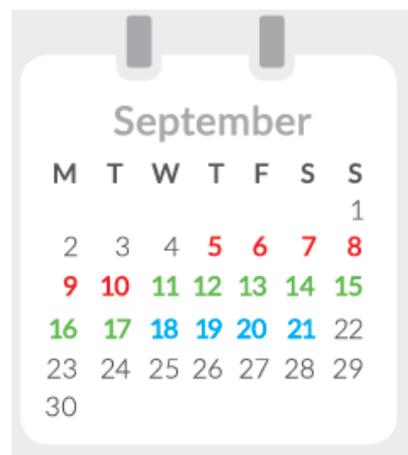
## Rent in advance

This is a concept that can be misleading due to its title and often creates confusion for tenants, especially at the end of any lease. 'Rent in advance' doesn't mean that you have paid a lump sum of rent and therefore do not need to pay rent in your last week(s) of a tenancy. It refers to the concept and obligation of a tenant to pay their rent before it comes due.

In the example below we have a lease that began on Wednesday 4th September and 'one week's rent in advance' has been paid. This simply means that the tenant has paid the first week's rent for the period ending on Tuesday 10th September

(the area in red). To ensure the rent is received by us before it is due, the next payment would be due

to come out of the tenant's account on Tuesday 10th September to ensure it reaches us by the 11th. This then covers the tenant up until and including Tuesday 17th (the area in green).



If the tenant had been in the property for some time with this weekly payment system and had handed in their notice to leave, with the final day being Saturday 21st, they wouldn't be a week in advance or not needing to pay for the final week. They would still owe four day's rent (the area in blue) and this is where often the confusion can arise.

Another way of looking at this is if you were to go into a store to buy a can of soft drink then drink the contents before paying for it – you'd probably find the store owner wouldn't be too pleased. You always pay for something first, then consume it afterwards. Paying 'rent in advance' is exactly the same – you purchase the time period in advance and then consume the time period by living in the property – or in other words: 'pay before you stay'.

## Tenant Online Portal

At Ray White Drysdale, you can view your rental payments online via our portal. Contact us for further information.

We also have a portal for tenants who pay via direct debit, where you can make additional payments, make changes to your bank accounts, etc. A Tenant User Guide will be emailed to you, with details provided separately.

# Useful information

Further information to assist you throughout your tenancy.

## The Condition Report

With access to the latest technology, we conduct inspections quickly and easily. Our app allows us to create highly visual reports to keep track of the property condition throughout the tenancy.

We determine a 'base-line' of the property by photographing all walls, floors, windows, blinds, power points, smoke alarms, lights cupboards for every room. The Condition Report is provided to the tenants, and we ask to ensure that the report is an accurate reflection of the property, sign and date the report and return to our office. If power is not connected to the property when we conduct the report, we ask that you check to ensure that anything requiring power is working. We also ask that you contact us with any concerns or variances that we may have overlooked.

## The Residential Tenancies Act

The best way you can avoid problems is by keeping in regular contact with your Property Manager and trying to sort out any issues as soon as they arise.

It is also important for you to understand and follow your legal rights and responsibilities as a tenant under the Residential Tenancies Act 1997.

In each state the government produces a booklet specifically designed for tenants which sets out their specific rights and responsibilities. You will be provided with a copy of this during your induction meeting.

## Insurance

Although the landlord is responsible for insurance relating to the property itself, they are not responsible for insurance of the tenant's possessions. If your belongings become damaged or destroyed by an event affecting the owner's property (such as a fire, storm damage, flooding or power outages) your possessions are not insured by the landlord.

For example:

- An electrical fault in the building starts a fire and the property is destroyed. Your possessions will not be covered by the landlord's insurance.
- You are away on holiday and an electrical fault causes a power outage in the building and you return home to find your fridge/freezer goods spoiled. The landlord's insurance will not cover your fridge/ freezer goods.
- A storm blows a tree onto the house and your belongings are damaged. The landlord'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 you or one of your guests may cause to the property.

## Utilities

It is the tenant's responsibility to ensure they have set up their utilities accounts (such as gas, phone, power and internet). These must be under the tenant's own name. Remember to close these accounts when vacating.

## Car parking

Tenants should only park 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 registered or running are not permitted to be parked on the premises.

## Damage to the premises

It is the tenant's responsibility to look after the property, both internally and externally. This of course includes any lawns or gardens that are part of your Tenancy Agreement. It is important to remember that you have an obligation to report any damage to the property immediately to your property manager.

## Fireplaces

If the property you are renting has a fireplace this cannot be used unless you have been given written permission from your Property Manager. A quick email can confirm whether you can use it if you are unsure. Some fireplaces are ornamental and may have their flue/chimney blocked and using it could cause a house fire or property damage.

## Keys

If keys are not returned at the end of any tenancy, the tenant will 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 your protection and security and that of any subsequent occupiers.

## 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 the Property Manager immediately.

Of course you are allowed to have visitors to the property. As the occupant you are responsible for the behaviour of the visitors during the time. If you have someone that wants to come and stay with you on a more permanent basis, then you need to inform your property manager so they can make the arrangements of adding this person to the tenancy agreement.

## 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 before any work commences

## 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 by way of a

clause 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.

## Picture hooks

If you wish to install any new picture hooks you will need to get written permission from your Property Manager. Picture hooks can cause damage to the walls so if in doubt, always check with us first. Even Blu-Tack or other hanging adhesives can leave an oily residue on a wall which does not disappear with repainting.

## Routine property inspections

Routine property inspections generally occur every six months, but not within the first 3 months of a tenancy. These inspections are a requirement under most landlord insurance policies, and allow the opportunity to view the condition of the property. We do request that the house is tidied so that we may view carpets for wear (for example). Your Property Manager is required to provide a minimum of 7 days notice, in writing, prior to any inspection, and we ask that you advise us if there is anything you would like for us to document during the inspection.

Due to time constraints it is not always possible to alter an inspection time, and your Property Manager is not obligated 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.

## Smoke Alarms

The Landlord is responsible for providing smoke alarms for all tenanted properties.

Tenants are responsible to advise us immediately of any concerns regarding smoke alarms. For example, if the alarm is constantly beeping, please do not take it down. Contact us instead and we will get something organised for you.

## Water rates and other outgoings

The minimum criteria for landlords to pass on water usage charges are:

- the rental premises must be individually metered (or water is delivered by vehicle, such as those with water tanks on rural properties)
- the charges must not exceed the amount billed for water usage by the water supplier the rental premises must meet required 'water efficiency' standards.

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### Charge as shown on water bill

Water usage charges

### Can tenant be charged?

✓ Yes, tenant can be charged

**Sewerage usage charge** (may appear on the bill as fixed or variable)

✗ No, tenant cannot be charged Sewerage is not a service charge as defined by the Act and cannot be passed onto the tenant

**Fixed access charges** (including water access charge and sewerage access charge)

✗ No, tenant cannot be charged. The lessor must pay all fixed charges for water supply



If you ever require further information around the Residential Tenancies Act in your State or your responsibilities as a tenant, you should speak to the Office of Fair Trading. You can visit their website here [consumer.vic.gov.au/](http://consumer.vic.gov.au/)

# Strata-titled body corporate properties

If you are renting a strata-titled or body corporate property, including a unit, apartment, townhouse or duplex, there is some extra information you need to be aware of.

You will receive a copy of the by-laws of the property when you sign your lease. Please familiarise yourself with these and keep the following in mind.

## Common property

Within your complex there will be areas of common property, that are shared spaces. There are several standard by-laws that relate to common property that all new tenants need to be aware of. Ask for Property Manager for details.

## Parking

If your apartment or unit has one or more allocated parking bays, you must ensure that you only use the bay(s) assigned to you. You cannot park a vehicle on any area of common property, or use a visitor car parking bay on a regular basis.

## Your visitors

It is your responsibility to ensure that your visitors comply with the by-laws, including parking and their behaviour within common property areas.

## Noise and disturbance

In the close living situation of a strata complex, it is the right of every occupant to be able to use and enjoy their properties and areas of common property. Therefore excessive noise and inappropriate or offensive behaviour that causes a disturbance to other occupants is prohibited under the by-laws of the complex.



# Maintenance

## Maintaining the property

As a tenant you need to keep the property in a 'reasonably clean' condition. We won't be telling you "how to live" but we do have an obligation to ensure that the property complies with health and safety laws and regulations, as a tenant you also share this responsibility. It doesn't have to be perfect, but staying on top of cleaning and maintenance will keep you in good stead and make it easier when you vacate at the end of your tenancy.

## Maintenance that arises

If something breaks down or goes wrong, please to tell us straight away – it can be frustrating when tenants advise that something hasn't been right for weeks, but have only just notified us and expect an immediate response. Include as many details as possible and photos if you have them. We do ask that requests are in writing so that we may both keep a track of a situation, and helps create a permanent record of the maintenance request. Any additional information such as photos can be sent to trades so that they can be prepared for the task at hand.

We respect that many tenants would rather be present if a trade attended the property. It is our process to provide tradespeople with tenant details to organise a mutually agreeable time to attend a property. We will never provide keys to trades without your permission.

We do rely on your feedback to ensure that trades respond in a timely manner.

Although we have tradespeople that we use regularly as we find they are reasonable, respectful to tenants and reliable, it is ultimately the landlord's decision who attends the property

## Emergency repairs

Emergency repairs require urgent attention, and if it is deemed that if they are not attended to

could cause injury to the tenant or damage to the property.

If such situations arise you need to notify us immediately.

If it is a weekend/public holiday, you will have been provided with an emergency number for the office along with a list of tradespeople who you can contact in these situations. It is however extremely important that you notify us as well.

Under the *Residential Tenancies Act 1997*, urgent repairs in a rental property are:

- burst water service
- blocked or broken toilet system
- serious roof leak
- gas leak
- dangerous electrical fault
- flooding or serious flood damage
- serious storm or fire damage
- failure or breakdown of any essential service or appliance provided by a landlord or agent for hot water, water, cooking, heating, or laundering
- failure or breakdown of the gas, electricity or water supply
- any fault or damage in the premises that makes the premises unsafe or insecure
- an appliance, fitting or fixture that is not working properly and causes a substantial amount of water to be wasted
- a serious fault in a lift or staircase.



# Emergency Contacts

## Ambulance, Fire, Police Call 000

You should only dial 112 as an alternative if you have a GSM digital mobile and you are outside your own provider's GSM network coverage area. You may not be able to access 112 if you are outside all network coverage areas.

## Gas Leak

Contact your gas provider for an external leak

## SES Flood, Storm, Tsunami and Earthquake Emergency 132 500

Call **132 500** from anywhere in Victoria for flood, storm, tsunami and earthquake emergency. For life-threatening emergencies call Triple Zero (000).

We ask that all tenants contact SES so that the call regarding damage is logged and allocated to assist owner's with insurance claims.

Please also advise us of *any* flood issues for our records, including non-urgent so that we may advise the owners.

## Water Emergencies and faults

Contact Barwon Water ☎**1300 656 007**  
(24x7)

To report emergencies and faults, such as a burst water main, Barwon Water are available 24 hours a day, 7 days a week.

**Note:** please do not use email, social media or their website to report an emergency.

## City of Greater Geelong After Hours Emergency Services

After hours emergency service number is **03 5272 5272**. You can call this number 24 hours a day on weekends & public holidays, and outside business hours on weekdays. If you notice a public hazards or an urgent safety issue please ring.

### *Departments providing after hours service*

There are five Council departments on the after hours emergency service:

- Building department (Building Surveyor)
- Local laws and traffic
- City services (operations)
- Environmental health officer
- Facilities maintenance (Council owned halls, buildings etc)

Each department has a nominated duty officer who is placed on a rotated 24-hour callout period for seven days. All Duty Officers are equipped with a mobile phone and pager so they can be contacted at all times.

## Traffic Management

Please report any traffic light faults, vehicle crashes affecting travel flow, on-road debris or equipment damage to the Vic Roads Traffic Management Centre, 24 hours a day, on **13 11 70**

# Your maintenance responsibility

As a tenant you are responsible for the general upkeep and maintenance of the property – including the following:

## Grounds and garden

Refer back 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 so that these are kept in a reasonably clean and tidy condition at all times.

## Guttering

Gutters form a part of normal maintenance in a property and it is recommended that they be cleaned out at least once a year to remove leaves and debris. If you see wet patches or a concentration of mould on the walls or ceiling close to the gutters then this may indicate they are blocked. Please advise us immediately so we can arrange to have them cleaned out.

## Pot plants

Please keep pot plants outside where possible. If they are to be put inside, please check with your Property Manager first, 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 and pot plants placed on carpet areas run the risk of rotting or damaging the carpet underneath. If pot plants are placed outside, ensure they are not put on a deck or other wooden surfaces, as this could cause rotting or discolouration of the wood.

## Pest control infestations

If you have pest infestation problems, you should check if 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 seek an order from the Tenancy Tribunal for the fumigation work to be done and for the tenant to be charged. Ensuring your property is clean will do a lot to keep the rats and mice away. Also make sure there is no food source or somewhere for them to nest – steel wool is good for blocking up any mouse holes you may find.



# Troubleshooting

## No electricity

Check fuses and the safety switch located in the electrical meter box. If the safety switch has tripped, reset it. If it trips again, turn off all the powerpoints and unplug your appliances. Reset the safety switch again, then begin plugging in your appliances one by one to find out which one is tripping the switch. If the appliance belongs to you, the repairs are your responsibility. If the appliance belongs to the owner, contact you us to arrange repairs.

If you can not restore power after you have checked the fuses and safety switch, check if your neighbours have power. Your local electricity provider will be able to advise you if there are any faults in your area. If you have completed these checks and cannot find the cause of the problem contact your Property Manager.

## Hot water systems

If you experience problems with a gas hot water system, check the pilot light has not gone out. There should be instructions on the system for relighting the pilot light. You can also adjust the temperature of the water ...again, check the instructions.

## Washing machines and dryers

For washing machines, check the hot and cold water connection hoses and taps before calling to report a problem. Dryers will need to have the lint filter cleaned after each use. If the appliances belong to you, you will be responsible for any maintenance.

## Blocked sinks and drains

You are responsible for keeping all sinks, tubs, showers and toilet drain lines clear. Do not allow anything into the plumbing system or use them for any purpose other than their original design. Sanitary products, diapers, facial tissues, condoms, cotton swabs, cigarette butts, coffee grounds, cooking fat or oils are not to be flushed down toilets or otherwise deposited into the drain.

If a kitchen sink or laundry tub is blocked try this solution first. In a dry sink, pour 1 cup of baking soda down the blocked drain, and ensure that the powder makes its way down the drain. Next, pour approximately 2 cups of boiling water in and wait several minutes. Add one more cup of baking soda in and immediately follow it with one cup of plain white vinegar. If there is a recurring problem with blocked sinks or drains, please advise us.

# 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 odour
- 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
- Bee or wasp nests
- Loose or rotten floorboards
- When cleaning a property with high ceilings or attending to light fittings that are hard to reach, please 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 locks

# Mould and mildew

Mould and mildew are invariably present in many households. There are three conditions that have to be present for the growth of mould:

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

## Landlord's obligations

Throughout Australia, landlords have a general obligation to ensure the homes they lease out are in a reasonable state of cleanliness and fit for habitation by the tenant. As a result, if mould is caused by a leak in the roof, a faulty pipe or gutters or other structural faults, your landlord is responsible for fixing it and remediating the damage.

## Tenants' obligations

That being said, not all mould is caused by structural issues.

- Tenants may be contributing to or creating the problem themselves by failing to regularly air out and clean the house, allowing condensation to build up in the home, or getting the carpet wet.
- Tenants also have an obligation to inform landlords or their leasing agents if there's a problem with the property, for example a window that doesn't seal or a leaky pipe.

- If a tenant has caused the underlying problem that led to mould developing, or hasn't informed their landlord of an issue with the property, they could be held responsible for mould damage and may have to compensate their landlord.
- Under section 63 of RTA the tenant has a responsibility to keep the rented premises reasonably clean.
- The tenant should perform normal cleaning duties.
- A tenant also has a duty to report damage to the premises to the landlord. Depending on the severity of the mould, this may not be sufficient to control the proliferation of mould. (This is especially true in cases such as leaking pipes or flood damage.)

To prevent moisture build-up from inside the home you need to have a balance between adequate heating and ventilation. The interior temperature should ideally be maintained between about 18 to 22 degrees for comfort. Ventilate your home by leaving windows open a centimetre or two, depending on the outside air movement and the amount of cross ventilation. The general rule is, ventilate 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.

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## Preventing mould:

- Open the windows and doors when you are home
- Open windows and use extractor fans for steam to escape from cooking and bathing
- Vent clothes dryers directly outside
- Open curtains early in the morning and close them when the sun goes down
- Put a cupboard heater in wardrobes if mildew is likely to occur
- Do not put damp clothes or shoes in a wardrobe
- Keep lids on pots when cooking
- Wipe condensation off walls and windows when it happens
- Hang washing outside to dry when possible

## Removing mould:

- To protect your health and that of your family/ flatmates remove mould as soon as it appears
- You can use diluted household bleach (one part bleach mixed with three parts water), or a less abrasive cleaner like cider vinegar.
- Use a sponge or cloth when washing off mould and rinse it often to reduce the risk of it spreading

# Moving out

## Planning your move

Remember you will be responsible for paying rent until the keys and any security remotes are returned. We recommend getting started early when you decide to move out of the property. Packing often takes longer than you anticipate and if you leave it to the last minute you may cause yourself undue stress and extra costs.

We will contact you to make arrangements to start showing prospective tenants through the property ahead of your departure. We understand there will be some disarray while you're packing, which is fine, but if you could please ensure that the property is in good condition for these inspections it would be much appreciated.

Here are a few other tasks it's important to remember ahead of moving day:

- Fill out a mail redirection form with Australia Post. This will make sure any mail from people you haven't notified of your new address yet will still reach you. We cannot guarantee mail redirection.
- Contact your utility providers (telephone, power, gas) and inform them of your moving date so that final readings can be carried out and they can arrange for these services to be connect in your new home.
- Make a booking with an approved carpet cleaner when you know when the property will be vacant.

# Cleaning

Generally, you should expect to do the following as a minimum:

## Inside the Property

		✓
<b>Walls</b>	Clean off any dirty, scuff marks, finger or food marks. Wipe down light switches from fingerprints and smudges	
<b>Ceilings</b>	Remove any cobwebs and fly spots.	
<b>Ceiling mould</b>	Clean off mould, particularly in wet areas and sometimes in bedrooms.	
<b>Light fittings</b>	Clean off dust and remove any dead insects. Check all bulbs are working and replace any that don't work.	
<b>Ceiling fans</b>	Wipe fan blades and fittings to remove dust.	
<b>Skirting boards</b>	Wipe down with a damp cloth to remove all dust.	
<b>Doorways/doors</b>	Wipe off finger marks and any other removable marks.	
<b>Windows</b>	Clean inside and out, including sills, runners and window tracks to remove dust build up and any dead insects. A vacuum cleaner and paint brush can do wonders here.	
<b>Stoves</b>	Clean stove top, control display, knobs, any pull out or in-built drip trays, griller racks, oven racks, trays and inserts, oven bottom, roof and walls.	
<b>Kitchen rangehood</b>	Clean pull out filters and framework.	
<b>Bathroom</b>	Clean sink, mirror, cabinet, vanity unit and drawers, shower, screen doors, bath, wall tiles, exhaust fan covers and ceiling vents. Please ensure both the sink and the bath have plugs available.	
<b>Toilet</b>	Clean seat, bowl, and outside around the base.	
<b>Laundry</b>	Clean both the inside and outside of the tub, and underneath. Please ensure a plug is present.	
<b>Air conditioners and heaters</b>	Clean front vents and filters.	
<b>Cupboards/drawers</b>	Clean/wash inside and out. Doors and door frames both front and back should be clean, as well as the door knobs.	
<b>Curtains</b>	Curtains and blinds should be free from dust and spot cleaning is advised. Please check any tags prior to washing.	
<b>Blinds</b>	If there are Venetian blinds, clean off the blind slats. Wipe down any other type of blinds.	

Floors	Mop/wash all floors ensuring corners and hard to get areas are also cleaned.	
Lawns	Freshly mowed and edges trimmed (best done right before your vacate date).	
Gardens	Remove any weeds, rubbish and built up leaves.	
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 left). If pets are allowed, ensure all pet waste is removed.	
Paths	Sweep paths and paving areas (best done right before vacate date).	
Oil spillage	Check and clean carport and garage floors, paths and driveway. If you have used a barbecue, check for any grease spots and spillages.	
Cigarette butts	Please pick up and dispose of any cigarette butts lying around the property.	

# Getting your bond back



Some or all of the bond can be claimed for anything left undone by the tenant in relation to the tenancy, such as unpaid rent, damage to the property, items missing, cleaning or gardening.

## Getting your bond back

When vacating the premises it is our goal to assist you in securing your bond refund. We will need to inspect the property, referencing the initial and ongoing property condition against your outgoing condition report, this helps to determine whether there are any areas of the property that will require further rectification work by you, such as cleaning or repairs. We will discuss this with you in detail and provide you with a written report and list on any areas that are your responsibility. Attending to these matters quickly helps expedite the process.

Some or all of the bond 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.

## Refunding the bond

When the inspection has been completed, and providing everything is in order, the bond refund form is to be filled out and signed by both tenant and Property Manager. The form is then sent to the state specific Rental Bond Board, where the signatures are checked against the ones on the bond lodgement form. If one signature is different or missing, the board contacts the parties for confirmation that the claim is in order before paying the refund. Refunds are made by direct credit and all your specific bank account numbers must be provided at the time the form is given to your property manager. Please note that bond refunds usually take up to three to five working days to process.

## If a refund amount is not agreed

If the tenant and the Property Manager cannot agree on the amount or costs that should be taken out of the bond, then either the tenant or the Property Manager (or both) can make an application to the Tenancy Tribunal for mediation and dispute settlement. There may be a fee for this dispute hearing.

The application will then be given to a mediator, who will contact the parties involved and set up a time for a mediation, which may be by phone or in person. Both the Property Manager 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 an order as to how the bond is to be paid out. This order is binding as a court order. If no settlement is reached in mediation, the application will be set down for a hearing in the Tenancy Tribunal.

## Fair wear and tear

- Fair wear and tear generally means damage that happens through:
- the ordinary day-to-day use of a place by a tenant (e.g. carpet gets worn from people walking on it); and
- the ordinary operation of natural forces (e.g. sunlight, rain).

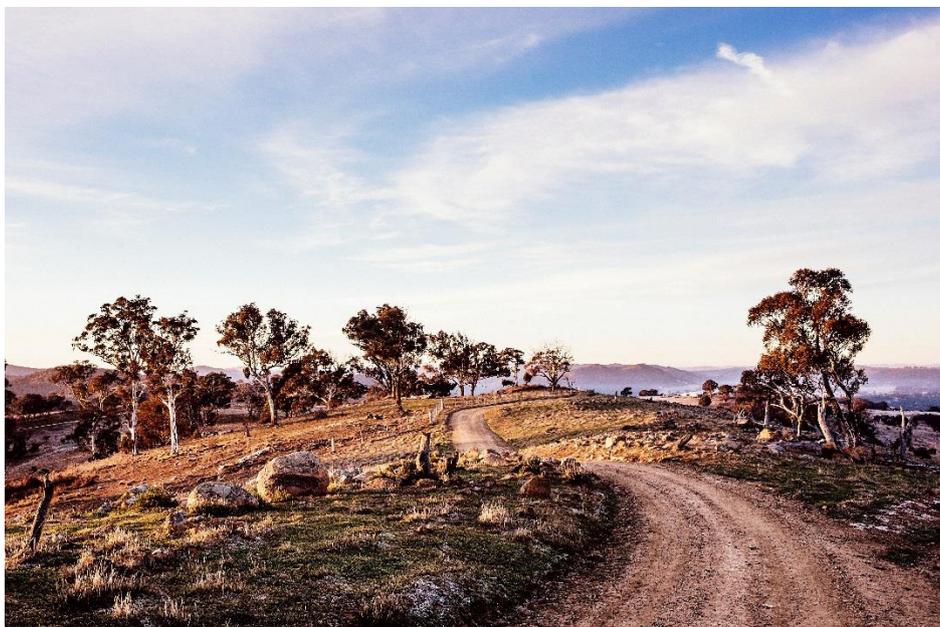
As a tenant you are only liable for any damage caused by negligence, being irresponsible or any intentional actions that cause damage to the premises. The examples in the following will help illustrate the differences between the two.

Some common examples of wear and tear:

- Faded curtains or frayed cords.
- Furniture indentations and traffic marks on carpets.
- Scuffed wooden floors.
- Faded or cracked paint.
- Loose hinges or handles on doors or windows and worn sliding tracks.
- Cracks in the walls from building movement.
- Water stains 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 jobs or large areas of damage e.g. from posters being ripped off walls.
- Broken window glass through negligence
- Holes in the walls left by tenants removing picture hooks or shelves they have installed.
- Water stains on the carpet caused by overflowing bath or indoor pot plants.

## Important things to note around bond refunds

- A Property Manager does not have to release any of the bond before the tenancy ends for there to be sufficient bond for the next rental property (the same goes for any bond transfers). There are companies out there such as Easybond who will help provide bridging funds for a new property while you are waiting on your current bond to be refunded.
- 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 or repairs and damages.
- Although it is recommended, the tenants do not have to be present when the final inspection is carried out. The Property Manager has 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.



This Tenant Information Guide has been developed to help make your tenancy easier and should be used as a reference only. The responsibility still lies with the tenant (leaseholder) to ensure they keep copies of all relevant lease documents and that they are aware of their obligations that they have signed upon with their specific Ray White Office and Property Manager. If you have any questions or concerns relating to your lease or the property that you are leasing it is always best to contact your property manager directly.

# If you have a compliment or a complaint we want to hear about it.

We listen to our customers. You can trust that we take your feedback onboard. We take pride in what you think we do well, and we learn from what you think we could do better.

If you feel we haven't delivered on what we promised, let us know and we'll start an investigation for you. We take all concerns seriously and every complaint is fully investigated by liaising with you and the Principal of the Ray White franchise in question. If you would prefer us to keep the information you send us confidential, please tell us when you send us your details. We'll let you know what we're doing about your complaint as soon as possible.

Although every effort will be made to resolve your issue, if we are unsuccessful, you may wish to take the matter to your local complaint handling body.

Get in touch at [raywhite.com/feedback](https://raywhite.com/feedback)



# Family Violence in a tenancy

## Protected Persons

This factsheet outlines your options if you are living in a rental property and experiencing family violence.

### What is family violence?

Family violence is any behaviour that in any way controls or dominates a family member and causes them to feel fear for their own, or another family member's, safety or wellbeing. It can include physical, sexual, psychological, emotional or economic abuse and any behaviour that causes a child to hear, witness, or otherwise be exposed to the effects of that behaviour.



If you are living in a rental property and experiencing family violence by a tenant, you can apply for an intervention order at your local Magistrates' Court to exclude that tenant from the property. If the order is granted, you become a **'protected person'** under that order.

[consumer.vic.gov.au](http://consumer.vic.gov.au)

### What you can do

You can **change the locks** if a tenant has been excluded from the rental property under a:

- family violence safety notice (issued by the police)
- family violence intervention order (issued by a court), or
- personal safety intervention order (issued by a court)

and you live at the property and are protected under that notice or order.

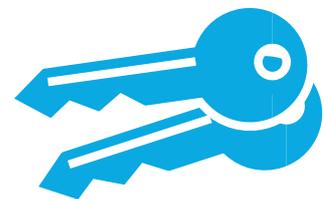
You can also apply to the Victorian Civil and Administrative Tribunal (VCAT) to **change the lease** if a tenant has been excluded from the rental property under a:

- family violence intervention order, or
- personal safety intervention order

and you live at the property and are protected under that order.

See the table on the back of this factsheet for more information.

### Changing the locks



To **change the locks**, you must:

- live at the property (you do not have to be on the lease)
- pay for the locks to be changed – the Victims Support Agency (1800 819 817) can provide help and advice
- give a key for any new lock to the landlord and other tenants in the property (except the excluded tenant)
- give a copy of the notice or order (or a certified extract of it) to the landlord.

Once the landlord has a copy of the notice or order, they cannot give the excluded tenant a key for any new lock, as long as that tenant is excluded from the property under the notice or order.

The process to change the lease depends on whether you want to leave or stay in the property.

## Changing the lease

If you want to leave	If you want to stay
<p>If you are a <b>protected person</b> under an intervention order and want to leave the property to ensure your safety or the safety of your children, you can apply to VCAT to end the lease early.</p> <p>can decide:</p> <ul style="list-style-type: none"><li>• if the severe hardship you would experience (if the lease continued) would be greater than any hardship the landlord would suffer if the lease ended early</li><li>• if the landlord needs to be compensated due to the lease ending early.</li></ul> <p>The <b>excluded tenant</b> can also apply to VCAT to end the lease early on severe hardship grounds, if they are listed as a tenant on the lease, and are worried about their responsibilities under the lease.</p>	<p>If you want to <b>stay</b> in the property without the <b>excluded tenant</b>, you can apply to VCAT to end the existing lease and start a new lease with the landlord with the same conditions and rent. The new lease would be for the remaining lease period. For example, if you had five months left on your existing 12-month lease, the new lease will be for five months.</p> <p>You can apply for a new lease if:</p> <ul style="list-style-type: none"><li>the intervention order against the excluded tenant is a final order made by the court – i.e. not an interim order</li><li>you live at the property (you do not need to be listed on the existing lease).</li></ul> <p>VCAT can decide how the bond (if any) will be refunded, and who will be responsible for paying any outstanding expenses on the existing lease (e.g. repairs or bills).</p> <p>If the landlord or property manager arranges a property inspection during the VCAT proceedings, the excluded tenant can send someone to represent them at the inspection.</p>

[consumer.vic.gov.au](http://consumer.vic.gov.au)

### More information

Free information and advice:

Consumer Affairs Victoria

1300 55 81 81 (local call)

[consumer.vic.gov.au/familyviolence](http://consumer.vic.gov.au/familyviolence)

Services from Consumer Affairs Victoria are available regionally.

TIS - Translating & Interpreting Service 131 450

TTY - Textphone or modem users only, ring the National Relay Service (NRS) on 133 677, then quote 1300 55 81 81.

Callers who use Speech to Speech Relay dial 1300 555 727, then quote 1300 55 81 81.



Tenants Union of Victoria

(03) 9416 2577 [tuv.org.au](http://tuv.org.au)

You can get help with the VCAT process:

over the phone: (03) 9628 9856 or 1300 01 8228 (1300 01 VCAT)

(country callers only)

in person: from a family violence support worker

located at 55 King St, Melbourne

online: [vcat.vic.gov.au](http://vcat.vic.gov.au)

You can get legal advice from:

Victoria Legal Aid 1300 792

387 [legalaid.vic.gov.au](http://legalaid.vic.gov.au)

For further resources and support, visit [justice.vic.gov.au/familyviolence](http://justice.vic.gov.au/familyviolence)

# Family violence in a tenancy

## Excluded tenants

This factsheet outlines your options if you have been excluded from a rental property under a family violence safety notice, a family violence intervention order or a personal safety intervention order.

### What is family violence?

Family violence is any behaviour that in any way controls or dominates a family member and causes them to feel fear for their own, or another family member's, safety or wellbeing. It can include physical, sexual, psychological, emotional or economic abuse and any behaviour that causes a child to hear, witness, or otherwise be exposed to the effects of that behaviour.



If a family violence safety notice or intervention order is made against you, it may exclude you from your home. The person who the notice or order is made to protect is known as a '**protected person**' under that notice or order.

[consumer.vic.gov.au](http://consumer.vic.gov.au)

### Your options

You can be **excluded** from the rental property if one or more of the following is made against you:

- family violence safety notice (issued by the police)
- family violence intervention order (issued by a court)
- personal safety intervention order (issued by a court).

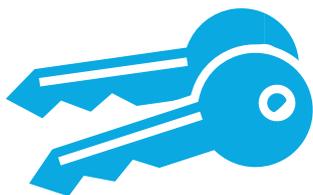
The protected person then has the right to **change the locks** to the property.

You can apply to the Victorian Civil and Administrative Tribunal (VCAT) to **change the lease** if you have been excluded from the rental property under a:

- family violence intervention order, or
- personal safety intervention order

The **protected person** can also apply to VCAT to change the lease.

## Changing the locks



If the locks are changed:

- keys for any new locks will be given to the landlord and any remaining tenants in the rental property, but not to you
- the landlord is not allowed to give you a key for any new locks as long as you are excluded from the rental property under the notice or order.

## Changing the lease

If you have been excluded from the rental property under a family violence intervention order or personal safety intervention order, and you are listed as a tenant on the lease, you can apply to VCAT to end the lease early.

VCAT can decide:

- to end the lease early if the severe hardship you would experience (if the lease continued) would be greater than any hardship the landlord would suffer if the lease ended early
- if the landlord should be compensated due to the lease ending early.

The **protected person** can also apply to VCAT to end the lease early on severe hardship grounds, to ensure their safety or the safety of their children.



If the intervention order has been made final – i.e. it is not an interim order – and the protected person wants to stay in the property, they can apply to VCAT to end the existing lease and start a new lease with the landlord without you, even if they are not currently listed as a tenant.

VCAT can decide how the bond (if any) will be refunded, and who will be responsible for paying any outstanding expenses on the existing lease (e.g. repairs or bills).

If the landlord or property manager arranges a property inspection during the VCAT proceedings, you can send someone to be present at the inspection on your behalf; however, you cannot enter the property yourself.

## More information

Free information and advice:

Consumer Affairs Victoria 1300 55 81 81

(local call)

[consumer.vic.gov.au/familyviolence](http://consumer.vic.gov.au/familyviolence)

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