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# Welcome

## To Your New Home

**Thank you for choosing to rent with Charles L. King & Co First National Real Estate**

This page contains documents relating to your tenancy along with useful information and fact sheets.

If you have any questions please contact our Property Management Team on 03 5482 2111 or

[pm@clk.com.au](mailto:pm@clk.com.au).

## Signing the Lease

The lease is a legally binding document. We will take you through the lease step by step and explain each section to you before you sign. We will also provide you with a copy of a detailed inspection report that notes the condition of the property at the start of your tenancy. When you move on we will take the same report back to your property as a reference and check the home has been left in the same condition as it was at the beginning of your tenancy and that no damage has been done.

An electronic signature is required on your rental agreement as well as:

Electronic payment to the RTBA (VIC), RBO (NSW) (link will be provided upon application approval)

Your first months rent paid (4 weeks in NSW & 1 calendar month in VIC)

## Bond Payment & Lodgement

### Bond

A rental bond is a security deposit paid by the tenant at the beginning of the tenancy. Its purpose is to cover any damage, cleaning, or unpaid rent at the end of the tenancy. The amount of bond is usually equivalent to four weeks' rent, but this can vary. It is important to note the following for each state and territory:

#### Victoria (VIC):

The bond is usually equivalent to one calendar month' rent.

The bond must be paid with the Residential Tenancies Bond Authority (RTBA) within 24 hours and the lodgment must be accepted prior to tenancy commencement.

The RTBA will provide a receipt and lodgment number to the tenant.

#### New South Wales (NSW):

The bond is usually equivalent to four weeks' rent.

The bond must be lodged with the NSW Fair Trading.

NSW Fair Trading will provide a receipt and lodgment number to the tenant.

### Bond Refund

At the end of your tenancy, your bond will be refunded to you, provided there are no outstanding amounts owing for rent, damages, or cleaning. The refund process varies by state and territory, but generally involves submitting a refund form to the relevant authority.

For more information about bonds and the renting process in your state or territory, please visit the official government website or contact our property management team.

### Receipt and Lodgment

After the bond is lodged, you will receive a receipt and lodgment number from the relevant authority. It is important to keep this receipt in a safe place, as you will need it when you move out and apply for your bond refund.

## Paying the Rent

### Bank Account Details

**Bank account details:**

Bank account details will be provided upon approval of your rental, including a reference code.

Please note your reference must be correct to ensure your rent is receipted correctly. If you put the reference in wrong or forget please contact our property management department ASAP via email with a copy of the transfer receipt at [clk@clk.com.au](mailto:clk@clk.com.au).

# Rental Arrears

It is your responsibility under the Residential Tenancy Agreement to pay your rent on time. Please choose a payment method that will assist you in meeting this obligation.

At CLK we understand that sometimes there are unforeseen circumstances that result in delayed rental payments. Although the situation may never apply to you as most Tenants pay rent on time, it is important we advise you of the process involved.

And although we will endeavor to accommodate any extraordinary situations resulting in late rental payments, there is a strict arrears management procedure that will be maintained, regardless of the reason. This is to ensure effective management of arrears, uphold the rental provider's insurance and to protect the rental provider's investment.

If you happen to fall into arrears or know that you will be unable to make a rental payment, please contact the office and discuss the situation with your property manager.

## **These actions form our rent arrears management procedure and occur at the time specified:**

<b>1-14 days in arrears</b>	Reminder SMS message or email (these are system automated)
<b>Day 15 in arrears</b>	Breach & Termination notice will be issued with 14 days to remedy with full payment of rent

If after vacating the premises there are monies owed in excess of the Bond, the Tenants named on the Tenancy Agreement may be listed with a Tenancy Database ie TICA – Tenancy Information Centre of Australia and NTD – National Tenancy Database.

Tenants will be advised in writing and have the opportunity to pay any monies owed before their details are listed.

## Connecting Utilities

### Making the Move Easy



At CLK we are here to help and can assist you connect and disconnect your utilities when you move in and out of a property. You will be contacted by one of our connection service providers to discuss the connection of services such as electricity, gas and water. This service is offered to make your move as smooth and easy as possible.

## Entry Condition Report

The Entry condition report records the condition of the property, and any inclusions (e.g. furniture), at the start of the tenancy.

Filling out this report properly will avoid future problems, especially with the bond refund process.

We will provide you with a copy of this report at the start of the tenancy.

**Please note:** you must return the completed, signed report to us within 7 days. If you do not complete and return the report it means that you agree with the property manager's description of the property.

See the Residential Tenancies Authority video on the importance of filling out and submitting an Entry Condition Report at the start of a tenancy.

## Maintenance Requests

In accordance with your tenancy agreement, any damage, malfunction or problem should be reported immediately to our office. We will always try to respond as quickly as possible. Sometimes, however, it can take time to locate landlords and to obtain their authorisation to carry out repairs.

Please email [pm@clk.com.au](mailto:pm@clk.com.au) to request for maintenance and repairs.

[View Repairs Guide](#)

## Urgent Repairs

Some maintenance may require urgent attention, however before taking on any repairs **ALWAYS** contact our office on . If your request is after hours please leave a message quoting 'urgent repairs' and we will call you as soon as possible.

But what constitutes an urgent repair? Please see below for a complete list.

[URGENT REPAIRS](#)

## Rubbish Collection

Keeping your property tidy will help you not only enjoy your new home, but also assist in getting a good rental reference at the end of your tenancy. We have collated all the information that is useful to you in relation to bin collection and hard waste collection below.

[Campaspe Shire Bin Collection](#)

[Murray River Council Bin Collection](#)

For a guide as to what you can and cant put in each bin, and how to use the hard rubbish services please see the council websites.

## Inspections

The information provided is a guide to the regular inspections which occur at the property. As part of our management responsibilities our agency conducts regular property maintenance inspections.

### When we Inspect

In the third month of the tenancy then usually every 6 months after that.

A day and approximate entry time within a two-hour timeframe is provided to you electronically via the email provided on your lease.

Due to time restraints allocated for property inspections, it is difficult to rearrange times, however, in extreme circumstances, contact our office, to request a change of entry.

Your presence at the inspection is welcome, but not necessary, as the staff member conducting the inspection will use our agency keys.

Pets are to be outside and secure during inspections.

*Note: Our property managers are not qualified tradespeople. A visual inspect is conducted only during routine inspections. They rely on tenants reporting issues in between their inspections.*

### What we inspect

The key purpose of our inspection is to *visually inspect* the property and identify repairs and maintenance needed.

A report is prepared and forwarded to the lessor for instructions if repairs or maintenance work is required or recommended.

We ask that the periodic inspection you follow the checklist below:

### [Routine Inspection Checklist](#)

### Tenant Inspection Feedback

Before we arrive for the routine inspection we ask you to complete a Tenant Routine Inspection Report. It helps us to look after the property for both the landlord and for you as the tenant/s.

## Quiet Enjoyment

Home owners and tenants are equally entitled to enjoy peace and quiet in their homes. Section 48A of the Environment Protection Act 1970 clearly states that it is an offence to cause unreasonable noise from any residential premises. There are specific types of equipment that cause noise and specific times for their prohibited use.

According to the Environment Protection Authority, equipment such as an air conditioner cannot be used Monday to Friday before 7am and after 10pm as it would be considered too noisy for neighbours. For a full list of equipment and prohibited times, click on the link [HERE](#).

## Quick Tips

**Please note:** The following information is intended as a general guide only and may change as tenancy legislation is updated. For clarification about your specific tenancy agreement or legal obligations, please contact your Property Manager.

### **Preferred Method of Contact – Email**

Email is the most effective way to contact your Property Manager. It allows us to keep accurate records and respond as efficiently as possible. Your Property Manager's direct email address can be found on their business card or via our office.

### **Office Appointments**

If you would like to meet with your Property Manager in person, please contact our office to arrange a suitable appointment time.

### **Telephone Contact**

If email is not available, or for urgent matters, please contact our office by phone. If we are unable to answer immediately, please leave a message and your call will be returned as soon as possible.

For urgent maintenance outside business hours, please follow the emergency contact instructions provided in your tenancy information.

### **Tenant Contents Insurance**

We strongly recommend that all tenants arrange contents insurance for their personal belongings.

The landlord's insurance generally covers the building only, and does not cover tenants' personal possessions.

### **Lost Keys / Lockouts**

#### During Office Hours

You may be able to collect our office management keys and return them within an agreed timeframe. Identification may be required.

#### After Hours

Tenants may contact a locksmith at their own expense if locked out outside office hours.

### **Changing Locks**

Under NSW and Victorian tenancy legislation, tenants must obtain the landlord's or Property Manager's consent before changing locks during a tenancy, unless otherwise permitted by law.

If locks are changed with approval:

A copy of all new keys must be provided to the Property Manager as soon as possible.

All keys must be returned at the end of the tenancy.

Tenants may be responsible for the cost of re-keying locks if keys are not returned.

(Special provisions may apply in cases of family violence under both VIC and NSW tenancy laws.)

### **Pets**

Tenants wishing to keep a pet must submit a pet request form for landlord approval.

Both VIC and NSW legislation allow tenants to request permission to keep a pet, however approval may still be required and conditions may apply depending on the tenancy agreement and property.

### **Parking**

Vehicles must only be parked in designated parking areas.

Please do not park on lawns or common property areas (including Body Corporate / Owners Corporation areas where applicable).

Tenants may be responsible for repairing any damage caused by vehicles, including:

- Oil stains on driveways
- Damaged or dead lawn areas

Using drip trays or protective mats is recommended.

### **Additional Occupants / Subletting**

Tenants must not sublet the property or allow additional occupants to move in without approval from the landlord or Property Manager.

If circumstances change and another person intends to move into the property, please contact your Property Manager to discuss the appropriate process.

### **Moving Out / Ending a Tenancy**

Notice periods depend on the type of tenancy agreement and the legislation in the relevant state.

#### **As a general guide:**

##### Victoria

Tenants must provide at least 28 days written notice to end a periodic tenancy or when ending a lease at its expiry date.

##### New South Wales

Tenants must provide at least 21 days written notice to end a periodic tenancy.

Different notice periods may apply in some circumstances (such as fixed-term agreements, early termination or special situations).

Please contact your Property Manager to confirm the correct notice period for your tenancy.

# Ending a Tenancy

## Ending a Tenancy

How a tenancy agreement ends will depend on the type of agreement currently in place and the legislation in the state where the property is located.

Vacate or exit information packs are available from our office. Please contact your Property Manager if you require further information.

## Fixed-Term Tenancy

A fixed-term tenancy is an agreement that has a defined start and end date.

### Victoria

Tenants who wish to vacate at the end of a fixed-term tenancy must provide at least 28 days' written notice.

### New South Wales

Tenants who wish to vacate at the end of a fixed-term tenancy must provide at least 14 days' written notice before the end of the agreement.

The notice must be provided in writing and should clearly state the intended vacate date.

Landlords or Property Managers must also provide written notice if they intend to end the tenancy in accordance with the relevant legislation.

## Vacating Before the Fixed Term Ends (Break Lease)

If a tenant wishes to vacate before the end of a fixed-term agreement, this is commonly referred to as breaking the lease.

Tenants may be responsible for certain costs depending on the circumstances.

### Victoria

If a tenant breaks a lease, they may be responsible for reasonable costs incurred by the landlord, such as:

Advertising costs to find a new tenant

Pro-rata reletting fees

Rent until a new tenant begins the lease or until the lease expires (whichever occurs first)

## **New South Wales**

Break lease fees are set by legislation depending on how much of the agreement has passed:

Less than 25% of the lease term → 4 weeks rent

25%–50% of the lease term → 3 weeks rent

50%–75% of the lease term → 2 weeks rent

More than 75% of the lease term → 1 week rent

Additional conditions may apply depending on the tenancy agreement.

Tenants should contact their Property Manager to discuss their specific situation.

## **Periodic (Continuing) Tenancy**

A periodic tenancy occurs when a tenancy continues without a fixed end date (often after a fixed-term agreement expires).

### **Victoria**

Tenants must provide at least 28 days' written notice to end a periodic tenancy.

### **New South Wales**

Tenants must provide at least 21 days' written notice to end a periodic tenancy.

Notice can be given at any time during the tenancy as there is no fixed end date.

## **Important**

Tenants should always provide written notice when ending a tenancy and confirm the correct notice period with their Property Manager to ensure compliance with current legislation.

## Getting Your Bond Back

To ensure a full refund of your security deposit, please leave the property clean and tidy and ensure that the power, gas, and water are left connected for **3 business days** after you vacate the premises, so that your property manager can check all the appliances and items.

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It is recommended that you pay close attention to the list of items in vacating checklist when vacating the property, and refer to your copy of the condition report:

**Please note** that rent is payable up until all keys and remote control units are returned to our office.

To avoid unnecessary locksmith charges, please ensure **ALL** keys etc. are returned to our office.

[Vacating  
Checklist](#)

## THANK YOU FOR YOUR CO-OPERATION

1. Have your mailed-redirected. This is very important as we will only return your mail to sender
2. Finalize your accounts – **Electricity, Water, Phone, Internet, TV and Gas etc...**
3. Please make sure the main power switch is in the off position when you vacate.